

**MASTER FRAME AGREEMENT FOR SERVICES  
BETWEEN**

**CITY OF MINNEAPOLIS  
AND  
UNISYS CORPORATION**

**DECEMBER 31, 2007**

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AND  
UNISYS CORPORATION**

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**MASTER FRAME AGREEMENT FOR SERVICES  
BETWEEN**

**CITY OF MINNEAPOLIS  
AND  
UNISYS CORPORATION**

**THIS MASTER FRAME AGREEMENT FOR SERVICES (“Agreement”) is entered into this 31st day of December 2007 (“Effective Date”), by and between the City of Minneapolis (herein called the “City”) and Unisys Corporation (herein called “Unisys”) (collectively the “Parties”).**

**WHEREAS**, Unisys, a Delaware Corporation, licensed to do business in the State of Minnesota, is considered by City to be qualified to provide outsourcing and managed network services; and,

**WHEREAS**, City wishes to engage Unisys to assist City by providing outsourcing and managed network services;

**NOW, THEREFORE**, it is agreed between the Parties hereto that;

**PART I - PREAMBLE**

**ARTICLE I. TIME OF PERFORMANCE**

This Agreement shall be in effect for a period of five (5) years commencing at 12:00 a.m. on the Effective Date, unless otherwise extended as set forth herein or in writing by the Parties. City shall have the option to renew this Agreement for up to two (2) additional, two (2) year periods (each a “Renewal Term”) by giving Unisys written notice thereof no later than twelve (12) months prior to the expiration of the then-current term. Each Renewal Term shall be on the terms, conditions and pricing (subject to any economic change adjustment specified in **Exhibit 4** applicable to the fees) in effect as of the expiration of the then-current term.

**ARTICLE II. NOTICES**

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

UNISYS  
Steven Shalla, Contracts Manager  
Unisys Corporation  
2031 Anna Street  
Scherverville, Indiana 46375  
Phone: (219) 714-3826

CITY  
Nancy Larkey, Contract Administrator  
Business Information Services  
350 South 5<sup>th</sup> Street, #127  
Minneapolis, MN 55487  
Phone: (612) 673-5494

Further, all notices required by Sections 20 and 23 of Part III to this Agreement to be given to Unisys will be sent to:

Unisys Corporation  
Office of General Counsel  
Unisys Way  
Blue Bell, PA 19424

Either Party may change its address for notification purposes by giving the other Party notice of the new address and the date upon which it will become effective.

**ARTICLE III. SCOPE OF SERVICE**

Unisys will provide outsourcing and managed network services consistent with the terms and conditions of this Agreement and the Exhibits and Appendices hereto.

**ARTICLE IV. TERMS AND CONDITIONS**

This Agreement is subject to and incorporates all the terms and conditions set forth in **Part I**, Preamble, **Part II**, General Conditions, **Part III**, Outsourcing and Managed Network Services Conditions, and all Exhibits and Appendices to this Agreement and the Statement of Work (**Exhibit 2**).

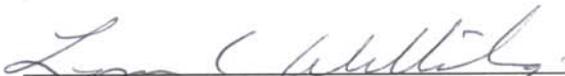
*[Signature Pages Follow]*

**Signature Page to MASTER FRAME AGREEMENT FOR SERVICES  
by and between the City of Minneapolis and Unisys Corporation**

IN WITNESS WHEREOF, the Parties have executed this Master Frame Agreement for Services as of the date first written above.

**CITY OF MINNEAPOLIS**

Approved by:

  
\_\_\_\_\_  
Chief Information Officer

Approved by:

  
\_\_\_\_\_  
Finance Officer *Designee*

Approved as to Form:

  
\_\_\_\_\_  
Assistant City Attorney

Signature Page to MASTER FRAME AGREEMENT FOR SERVICES  
by and between the City of Minneapolis and Unisys Corporation

IN WITNESS WHEREOF, the Parties have executed this Master Frame  
Agreement for Services as of the date first written above.

**Unisys Corporation**

FED ID# 380387840

By Randy Hendricks

Randy Hendricks  
Its President

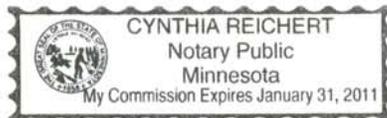
STATE OF Minnesota )

) ss

COUNTY OF Hennepin )

This instrument was acknowledged before me on the 31 day of December,  
2007, by Randy Hendricks, President (title) of Unisys Corporation.

Cynthia Reichert  
Notary Public



## **PART II - GENERAL CONDITIONS**

### *Interest of Members of City*

Unisys agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Agreement.

### *Equal Opportunity Statement*

Unisys agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

### *Non-Discrimination*

Unisys will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Unisys shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, Unisys shall, in all solicitations or advertisements for employees placed by or on behalf of Unisys, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Minneapolis Code, Chapter 139.

### *Transfer of Interest*

Unisys shall not assign any interest in the Agreement, and shall not transfer any interest in the same (either by assignment or novation) without the prior written approval of the City, provided, however, that claims for money due or to income due to Unisys may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. Subsequent to the contract initiation, Unisys shall not further subcontract any services under this Agreement without the prior written approval of the City Department Unisys Relationship Manager

### *Compliance Requirements*

All contractors hired by the City of Minneapolis are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination against individuals with disabilities. Unisys will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires contractors associated with the City of Minneapolis to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Unisys also agrees to post in a conspicuous place, accessible to employees and applicants,

notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minn. Stat. C. 363A.

In the event of Unisys noncompliance with the non-discrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended, in whole or part, and Unisys may be declared ineligible by the Minneapolis City Council from any further participation in City contracts in addition to other remedies as provided by law.

#### General Compliance

Unisys agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Agreement.

#### Independent Unisys

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Unisys shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Any and all employees of Unisys or other persons engaged in the performance of any work or services required by Unisys under this Agreement shall be considered employees or sub-contractors of Unisys only and not of the City; and all claims that might arise, including Workers' Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Unisys.

#### Retention of Records

Unisys shall retain all records pertinent to expenditures incurred under this Agreement for a period of seven (7) years following the completion of termination assistance with the exception that such records shall be kept for a period of ten (10) years after the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this Agreement shall be retained for six (6) years after final disposition of such property.

#### Accounting Standards

Unisys agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by normally accepted accounting practices to properly account for expenses incurred under this Agreement.

#### Inspection of Records

All Unisys records with respect to any matters covered by this Agreement shall be made available to the City or its designees at any time during normal business hours, as often as the City reasonably deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination by the Minnesota State Auditor pursuant to Minn. Stat. §6.551 and 16C.05, Subd. 5.

#### Data Practices

The Parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13 and all other applicable state and federal laws relating to data privacy or confidentiality. Unisys must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from Unisys concerning data requests. Unisys agrees to hold the City, its officers, and employees harmless from any claims resulting from Unisys unlawful disclosure or use of data protected under Sections A.1. through A.4. below. The City agrees to hold Unisys, its agents and its

subcontractors harmless from any claims resulting from the City's unlawful disclosure or use of data protected under Sections A.5. and B. below.

A. Government Data Practices Act.

1. Unisys shall treat all information, and in particular information relating to workers compensation, obtained by it through its performance under this Agreement, as private or confidential information to the extent that such treatment is provided under State and Federal law.
2. Unisys employees and agents may have access to private or confidential data maintained by the City to the extent necessary to carry out their responsibilities under the Agreement. Unisys agrees to comply with all the requirements of the Minnesota Government Data Practices Act in providing services under this Agreement. See Minnesota Statutes, Section 13.46, subdivision 10. Unisys accepts responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act.
3. No private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated except as authorized by statute, either during the period of this Agreement or thereafter.
4. Unisys agrees to return any and all data furnished by the City pursuant to the Agreement promptly at the request of the City in whatever form it is maintained by Unisys. Upon the termination or completion of this Agreement, Unisys will not use any of such data or any material derived from the data for any purpose and, where so instructed by the City, will destroy or render it machine unreadable.
5. To the extent allowed under M.S. Chapter 13, the City agrees to keep Unisys proprietary information confidential.

B. Nondisclosure of Trade Secret Information.

The City agrees to protect all clearly identified trade secret material provided by Unisys or its subcontractors, as the term "trade secret" is defined in Minn. Stat. § 13.37. The City shall not be restricted from disclosing information, pursuant to a judicial or governmental order, which Unisys has identified as "trade secret," but any such disclosure shall be made only to the extent so ordered, provided the City makes reasonable efforts to timely notify Unisys so that it may intervene in response to such order.

Living Wage Ordinance

Unisys may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance" Chapter 38 of the City's Code of Ordinances (the "Ordinance") (<http://www.ci.minneapolis.mn.us/procurement/Ch38LivingWage.pdf>). Unless otherwise exempt from the ordinance as provided in Section 38.40(c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that Unisys and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Unisys and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance, that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the contract does exceed \$100,000, the ordinance will then apply to the contract. A complete text of the ordinance is available at: [http://www.ci.minneapolis.mn.us/procurement/docs/equal\\_benefits\\_ordinance.pdf](http://www.ci.minneapolis.mn.us/procurement/docs/equal_benefits_ordinance.pdf). It is Unisys and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

*Small & Underutilized Business Program (SUBP) Requirements*

Unisys must comply with the Small & Underutilized Business Enterprise Program (SUBP), as outlined in Minneapolis City Ordinance Chapter 423 (the "SUBP Ordinance"). The SUBP Ordinance applies to any construction/development project or part thereof, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000).

*Billboard Advertising*

Through Ordinance 109.470, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.

*Conflict of Interest/Code of Ethics*

By signing this Agreement, Unisys agrees that it will not represent any other party or other City which may create a conflict of interest in its representation with the City. If Unisys is unclear if a conflict of interest exists, Unisys will immediately contact the City Department Contract Administrator and ask for an interpretation.

Unisys agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Unisys certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

*Applicable Law*

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of Unisys.

*Conflict & Priority*

In the event that a conflict is found between provisions in any of the Parts of this Agreement, the provisions in the following rank order shall take precedence: 1) Part I, Preamble, 2) Part II, General Conditions, 3) Part III, Outsourcing and Managed Network Services Conditions, and last, 4) Exhibits and Appendices.

*Insurance*

This subject is addressed in the Insurance provision set forth in Section 16 of Part III to this Agreement.

*Hold Harmless*

This subject is addressed in the Indemnification provision set forth in Section 23 of Part III to this Agreement.

*Criminal Background Checks*

All Unisys personnel with access to any City data and all Unisys personnel responsible for issuing passwords for access to the City's data must first have a criminal background check conducted by the City's Police Department at the City's expense and such personnel must be physically located in the United States of America.

All data or applications involving or related to the City's Police Department and the equipment or hardware on which such data or applications are present must be physically located in the United States of America.

*USA PATRIOT ACT*

The City requires Unisys to comply with any applicable provisions of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001* in connection with the performance of Unisys obligations under this Agreement.

## PART III – OUTSOURCING AND MANAGED NETWORK SERVICES CONDITIONS

### 1. Definitions.

The defined terms used in this Agreement are set forth in **Exhibit 1** and/or where they are first used in the Agreement.

### 2. Effective Date/Term of the Agreement.

This Agreement will become effective on the Effective Date and will continue in effect until terminated in accordance with its terms. The Services to be provided by Unisys shall commence on the Effective Date and shall continue thereafter for the Term of the Agreement unless this Agreement is earlier terminated in accordance with its terms.

### 3. Facilities.

Unisys will provide the Services exclusively from the locations listed in **Exhibit 2, Appendix J** (the “Unisys Service Locations”). If Unisys requests City’s approval to provide Services from a location other than the Unisys Service Locations, Unisys shall provide City with a written relocation proposal that sets forth a description of the proposed new location, the reasons for the proposed relocation, how the relocation will be beneficial to City in terms of performance and other relevant measures, as well as any other information reasonably requested by City. City may, in its sole discretion, approve or reject any relocation proposal submitted by Unisys pursuant to this Section. If City approves a relocation proposal, **Exhibit 2, Appendix J** shall be amended to include the new location. Any costs incurred by City in connection with a relocation proposal, including, but not limited to, if such proposal is approved, the relocation to, or use of, such location shall be borne by Unisys and/or reimbursed to City by Unisys. City shall not be responsible for any costs or Fees associated with Services provided from any location other than Unisys Service Locations.

### 4. Equipment.

#### 4.1 Equipment.

During the Term of the Agreement, Unisys will refresh the Unisys Equipment identified in the Equipment Registry in accordance with the Financial Responsibilities Matrix set forth in **Exhibit 4, Appendix A**. The charges for the refreshed Unisys Equipment are included in the Monthly Base Charge. Unisys shall retain all rights of ownership and use of all related Unisys Equipment.

#### 4.2 Retired Equipment.

If, from time to time, during the Term of the Agreement, any equipment used by Unisys solely to provide Services to City is no longer needed to perform the Services (“Retired Equipment”), Unisys shall notify City and identify in writing the type(s) and quantity of the Retired Equipment. City shall have the right, but not the obligation, to acquire such Retired Equipment from Unisys at the price calculated pursuant to Section 7 of **Exhibit 4**.

5. Software.

5.1 *City Software.*

- (a) City shall, during the Term of the Agreement, obtain all necessary consents and licenses from third parties, if applicable, for Unisys to utilize City Software for the purposes intended under this Agreement, at no cost to Unisys. In the event Unisys shall be required to pay for access to use any such City Software, City shall reimburse Unisys for all amounts, which Unisys so pays. City, at its own expense, will defend and indemnify Unisys against claims that Unisys is not authorized to utilize or operate any of City Software in providing Services to City under this Agreement.
- (b) Should City own any of City Software, City shall and hereby does grant to Unisys a non-exclusive license to use any and all City Software, including all related documentation, for the purpose of rendering Services to City. If City Software is utilized by Unisys under this Agreement, City Software shall not be utilized directly or indirectly by persons other than Unisys full-time or part-time employees or other contract persons hired by Unisys and shall only be utilized on Unisys Equipment owned or leased by Unisys and situated at the Unisys Service Location or City Premises or by City.
- (c) Unisys will utilize City Software only for the purposes permitted by the applicable consent or license obtained by City from the third party software vendor. Regarding any City Software that is owned by City and except with the prior written consent of City, only City work shall be processed utilizing City Software, except that Unisys may, from time to time, produce/manipulate data (but not City data) for its own needs (such as staff time reporting data, machine utilization statistics, etc.) in connection with the Services.

5.2 *Unisys Software.*

- (a) City shall have no rights or interests in Unisys Software except as specifically described herein.
- (b) Unisys, at its own expense, will defend and indemnify City against claims that Unisys Software that is owned by Unisys and furnished under this Agreement infringes a United States patent or copyright or misappropriates trade secrets protected under United States law, provided City (i) gives Unisys prompt written notice of any claim known by City, (ii) permits Unisys to defend or settle the claims and (iii) provides reasonable assistance to Unisys in defending or settling the claims. Unisys will not defend or indemnify City if any claim of infringement or misappropriation (x) is asserted by a parent, subsidiary or affiliate of City, (y) results from City's alteration of any Unisys Software or (z) results from use of any Unisys Software in combination with any non-Unisys Software.
- (c) At no time may Unisys Software or any of the various components thereof or any modifications thereto, be disclosed to third parties, sold, assigned, leased or otherwise disposed of, or commercially exploited or marketed in any way, with or without charge, except by Unisys. Further, City shall keep confidential Unisys Software and will not permit Unisys Software to be copied, reproduced or disclosed to third parties, in whole or in part, by any person, firm or corporation, at any time.

### 5.3 *Software.*

- (a) Each Party's financial obligations relative to the funding of Software development, Software integration, testing, and implementation, Software licenses, Software maintenance, Software reporting, and pass-through administration are set forth in the Financial Responsibility Matrix, **Exhibit 4, Appendix A.**
- (b) A description of all Unisys supported in-scope Software is set forth in **Exhibit 2, Appendix C.**
- (c) To the extent commercially reasonable, Unisys shall, in performing the Services, obtain licenses for Software that are assignable to City upon termination of this Agreement or expiration of the Term of the Agreement.

### 6. *Data Communications.*

Unisys will provide all ports, modems, interface equipment and terminals, necessary for use in connection with this Agreement, between City's facilities as designated in **Exhibit 2** (hereinafter referred to as "City Teleprocessing Equipment"). With respect to such City Teleprocessing Equipment, City does hereby appoint Unisys as its sole technical and management agent for all matters relating to such City Teleprocessing Equipment.

City shall so notify such third parties as are necessary and appropriate within a reasonable time after the Effective Date in accordance with **Exhibit 7.** It is understood that should communications between Unisys and such third parties not be sufficient in order to enable Unisys to perform the Services, then it will be City's responsibility to resolve this issue with such third parties. With respect to selecting additional or replacement City Teleprocessing Equipment, Unisys and City shall mutually confer and agree upon the selection of additional or substitute City Teleprocessing Equipment and the ongoing management of such equipment.

### 7. *Project Staff and Governance.*

Unisys shall implement a governance structure and governance procedures consistent with **Exhibit 5.** All governance meetings will be hosted at a time and location mutually acceptable to the Parties. City may replace or reassign its governance committee members upon prior written notice to Unisys. Unisys shall not replace or reassign its governance committee members unless City consents to such replacement or reassignment in writing; such consent not to be unreasonably withheld. To the extent that either Party replaces an individual pursuant to this Section 7, such replacement shall possess similar or greater authority than the individuals they are replacing.

### 8. *Services.*

#### 8.1 *Services.*

- (a) During the Term of the Agreement, Unisys shall perform the Services and City shall purchase the Services from Unisys pursuant to the terms and conditions of this Agreement. Unisys shall perform:
  - (i) The Services, functions, and responsibilities described in this Agreement as the same may be amended from time to time as set forth herein.

- (ii) The services, functions and responsibilities routinely performed prior to the Effective Date by Unisys personnel and Subcontractors, and are reasonably related to the Services described in this Agreement, even if such services, functions or responsibilities are not specifically described in this Agreement, unless City agrees otherwise; provided, however, that any such services, functions or responsibilities shall be in addition to the Services specified in this Agreement and shall not be construed to limit the Services.
  - (iii) Any services, functions or responsibilities required for the proper performance and delivery of the Services described in this Agreement, whether or not such services, functions or responsibilities are expressly identified or described in this Agreement; provided, however, that any such services, functions or responsibilities shall be in addition to the Services specified in this Agreement and shall not be construed to limit the Services.
- (b) Service Level Credits shall be determined pursuant to the Service Level matrices, **Exhibit 2, Appendix L** and the Service Level Methodology schedules, **Exhibit 2, Appendix L**.
  - (c) Unisys shall provide to City, in a form, format and timeframe reasonably acceptable to City, any reports identified in this Agreement or such other reports reasonably requested by City from time to time.
  - (d) Subject to Section 8.1(a) above, City acknowledges that its needs and objectives have been fully reflected in this Agreement and that Unisys performance under this Agreement shall be assessed solely by reference thereto.
  - (e) Unisys may, at its option and subject to obtaining any relevant consents in respect of City Software, transfer processing of City data hereunder to a regional service center provided by Unisys, subject to the provisions of Section 3 of Part III to this Agreement. Unisys shall be responsible for directing and performing this transfer ("Regionalization") and City agrees to provide all cooperation reasonably requested by Unisys to accomplish Regionalization in a timely manner. Except as otherwise provided in this Agreement or mutually agreed upon in writing, Unisys shall bear all costs of Regionalization and shall be responsible for determining the date Regionalization is complete and notifying City of such date.
  - (f) Unisys shall supplement, modify, and enhance the Services over time to keep pace with industry-wide advancements and improvements in the methods of delivering services similar to the Services, provided that such changes are processed through the ITIL change management process set forth in Section 8.2 below. Without limiting the foregoing or any of Unisys obligations under this Agreement, Unisys shall use technology and methodology to provide the Services that is (i) generally accepted in the industry and compatible with commercial applications and practices generally adopted in the industry, and (ii) supported in the normal course of business by third party vendors or, with respect to Unisys proprietary technology, by Unisys. Unisys shall, on not less than an annual basis, in accordance with procedures agreed upon by City and Unisys identify for City any technologies or best practices that have emerged (within Unisys organization or, to the knowledge of Unisys, within the market generally), that, if implemented by City, would materially benefit City.

## 8.2 *Modified and Additional Services.*

- (a) **Changes to Scope.** If City shall, at any time during the Term of the Agreement, require any additions to the Services ("Additional Services) or changes in scope of the Services

("Modified Services") then it shall request the same in accordance with the provisions of the Contract Amending process set forth in **Exhibit 2, Appendix H**. City shall have no liability for any Modified Services or Additional Services, including the provision of Unisys Equipment, which are undertaken or performed by Unisys unless such Modified Services or Additional Services have been approved by City in accordance with the procedures set forth in **Exhibit 2, Appendix H**.

- (b) **Changes to Environment**. Unisys acknowledges that all changes to City's IT environment will be managed pursuant to ITIL best practices. Unisys will work with City to finalize an ITIL change management process and ITIL compliant IT architecture no later than one hundred twenty (120) days following the Effective Date.

### 8.3 *City Obligations.*

In connection with the Services provided hereunder by Unisys, City will, in addition to its other obligations as set forth elsewhere in this Agreement, at its own cost and expense and on a timely basis:

- (a) Commencing on the Effective Date, provide Unisys access to City's premises, as Unisys shall require for offices and computer room (all of such space, whether one or more locations, being herein collectively referred to as the "City Premises"). Unisys shall have access to City Premises twenty-four (24) hours per day, seven (7) days a week, subject to City's reasonable security rules. In addition, City shall provide storage space for all supplies as Unisys may reasonably require. Unisys agrees that the right granted to Unisys by City for the location of Unisys Equipment and data processing personnel at City Premises is subject to City having the right to occupy such facility. Notwithstanding the foregoing, City remains obligated to provide, without interruption, a facility in which to locate such Unisys Equipment and personnel suitable for Unisys satisfactory performance of the Services under this Agreement. If any move from one City Premises to another becomes necessary, City shall be responsible for reasonable costs as agreed between City and Unisys related to the relocation of all Unisys Equipment and personnel (both City and Unisys). Unisys and City will cooperate to minimize any such costs.
- (b) Comply with the terms and provisions of all leases, licenses and other agreements relating to City Premises, and shall renew the same whenever necessary so as to enable Unisys to perform the Services under this Agreement.
- (c) Indemnify Unisys against any loss, liability or claims that may be incurred by Unisys and which arise by virtue of Unisys presence in or occupation of City Premises, where such liability arises from non-compliance by City or its predecessor in title with laws or regulations dealing with environmental protection, dumping of waste deposits, defective premises or matters relating to health and safety.
- (d) Furnish all available current documentation for applications, run streams and period-end activities plus all other documentation required for Unisys to successfully perform the Services under this Agreement.
- (e) Supply any and all required source data and machine-readable data with applicable control totals in the form presently used with respect to City Software in the form required by Unisys to perform the Services.

- (f) City shall be responsible for the expenses of its personnel. The scheduling of workdays shall be mutually agreed upon by the Unisys program manager and the appropriate City management
- (g) Maintain any clerical procedure manuals originally prepared by Unisys and provided to City for use by City personnel
- (h) Train City personnel to prepare input for and to effectively utilize output from the Software operated hereunder.
- (i) Provide the necessary transportation for data and reports between City Premises and City's other locations.
- (j) Inspect and review all reports prepared by Unisys promptly.
- (k) Inspect and review all pre-invoicing reports received by Unisys within ten (10) business days of receipt; provided, however, City's inspection and review of such reports shall not limit City's right to contest any invoice received from Unisys.
- (l) Provide all data processing related forms and supplies, required by Unisys to provide Services, to include all pre-printed and stock tab forms, cards, labels, magnetic tapes, disc packs, printer ribbons and communications supplies; and decollate, burst and distribute internally at City locations the output reports returned by Unisys.

#### 8.4 *Cooperation with Third Parties*

City may from time to time hire subcontractors, consultants, or other third parties ("City Third Party Contractors") to perform services for, or provide products to, City. Unisys shall cooperate with and work in good faith with any City Third Party Contractors as reasonably requested by City to allow the City Third Party Contractors to perform their obligations to City, including, but not limited to, the following:

- (a) To the extent available, providing, in writing, any applicable requirements, standards and policies related to the Services so that the goods and services provided by the City Third Party Contractor may work in conjunction with or be integrated with the Services;
- (b) Providing, in writing, the applicable requirements of any interfaces for the City Third Party Contractor's work product necessary to enable such work product to work in conjunction with the Services;
- (c) Providing, in writing, the applicable requirements of any modifications to the Systems necessary to enable the City Third Party Contractor's work product to work in conjunction with the Services;
- (d) Providing, in writing, Unisys quality assurance, and its development and performance acceptance testing, for the City Third Party Contractor's work product;
- (e) Providing assistance and support services to City, the City Third Party Contractor or any other third party, including Unisys participation as required to permit Unisys, City, City Third Party Contractors or any other third party to acquire the knowledge necessary to efficiently operate and maintain the City Third Party Contractor's work product as part of the systems;

- (f) Providing access to the Software, Unisys Equipment and facilities used to provide the Services, to the extent that such access is required for the services provided by the City Third Party Contractor.

Notwithstanding the foregoing, Unisys reserves the right to limit its assistance and/or disclosure of information to any City Third Party Contractor, on a case-by-case basis, if Unisys reasonably can demonstrate to City that such assistance or disclosure would provide a competitor with Unisys proprietary and confidential information. Further, Unisys obligations to disclose information or materials proprietary to Unisys or its suppliers, or to provide access to Software, Unisys Equipment and facilities to a competitor shall be subject to (i) Unisys security policies then in effect as documented in the Unisys Policy Procedures Standards Guide (PPSG), (ii) Unisys having the legal right to disclose or provide such items, and (iii) the City Third Party Contractor signing such documents that are reasonably required by Unisys in order to protect Unisys proprietary information or materials.

9. Charges.

9.1 *Monthly Base Charge.*

- (a) City shall pay Unisys the Monthly Base Charge by electronic funds transfer in accordance with **Exhibit 4, Appendix A.**
- (b) The Monthly Base Charge payable by City pursuant to **Exhibit 4, Appendix A** and the other charges for Services set forth in **Exhibit 4, Appendix A** shall be subject to adjustment in accordance with **Exhibit 4.**

9.2 *Additional Charges.*

- (a) All Services, other than those covered by the Monthly Base Charge, are charged monthly in arrears on a per unit or event basis based on the actual number of units or events in excess of the threshold as set forth in **Exhibit 4, Appendix A.**
- (b) The Parties recognize that, in certain situations, special billings or credits must be accommodated for Modified Services or for Additional Services described in Section 8.2(a) of Part III to this Agreement. The Parties agree to follow the procedures set forth in **Exhibit 2, Appendix H** for Modified Services or Additional Services. Additional charges due to Unisys under this Section 9.2 will be billed to City monthly in arrears in accordance with the terms of **Exhibit 2, Appendix H.**

9.3 *Expenses.*

- (a) **Incidental Expenses.** Any expenses that Unisys expects to incur that are incidental to Unisys performance of the Services, such as long distance telephone charges, office supplies, document reproduction, shipping and overnight mail charges, network connectivity charges and costs associated with personnel training in accordance with City policies and standards, are the sole responsibility of Unisys and shall in no circumstances be reimbursed by City.
- (b) **Reimbursable Expenses.** City shall reimburse Unisys for pass-through expenses (including travel expenses, living, hotel and transportation expenses) provided such expenses are approved in advance by City and are in accordance with City's then-current expense reimbursement policy. City's expense reimbursement policy is available to Unisys on City's intranet.

- (c) Managed Third Party Expenses. City shall reimburse Unisys for managed third party expenses arising from the Managed Agreements designated in the **Exhibit 4, Appendix A**. New managed third party expenses shall be added to **Exhibit 4, Appendix A** upon agreement of the Parties.

9.4 *Credits.*

- (a) Service Level Credits. Subject to City's review and approval, Unisys shall calculate any Service Level Credits in accordance with **Exhibit 2, Appendix L**. In addition, with each such Service Level Credit, Unisys shall provide City with supporting documentation in reasonably sufficient detail to permit City to review and confirm the accuracy of such Service Level Credit.
- (b) Milestone Default Credits. Subject to City's review and approval, Unisys shall calculate any Milestone Default Credits in accordance with **Exhibit 2, Appendix G**. In addition, with each such Milestone Default Credit, Unisys shall provide City with supporting documentation in reasonably sufficient detail to permit City to review and confirm the accuracy of such Milestone Default Credit.

9.5 *Unisys Billing Rates.*

Unisys rates for Modified Services or Additional Services are set forth in each applicable Rate Card to **Exhibit 4, Appendix A**.

9.6 *Invoicing, Disputes, Records and Audit.*

- (a) Unisys shall invoice City for Monthly Base Charges in U.S. Dollars on a monthly basis in advance and in arrears for all other services during that calendar month, including Additional Resource Charges and Reduced Resource Credits and transition charges, if any, and adjusted for any relevant Service Level Credits and Milestone Default Credits in accordance with **Exhibit 4**. Unisys shall provide each such invoice to City in a timely manner. Each invoice shall separately identify any applicable taxes for which City is responsible. Unisys shall send all invoices referencing the project number identified by City on invoices as agreed to by the Parties, to the attention of the person therein designated, to the address set forth in Article II of Part I to this Agreement or such other address as City may provide to Unisys from time to time. All Unisys invoices will be issued from an address in the United States. Simultaneously with each invoice Unisys shall also provide the supporting documentation for City to verify the accuracy of such invoice.
- (b) City will give Unisys written notice and a reasonable explanation of any disputed invoice in its entirety or any disputed line items in an invoice within thirty (30) days after City's receipt of the invoice. Any such dispute shall be subject to governance process set forth in **Exhibit 5** and if such dispute remains open within fifteen (15) days after completion of the governance process either City or Unisys may proceed under Sections 19 and 20 of Part III to this Agreement. If an invoice is not disputed in its entirety, Unisys shall then re-issue an invoice for the amounts not in dispute and City shall pay the undisputed line items of such invoice. Upon resolution of the disputed invoice or disputed line item(s), City shall pay Unisys the amount, if any, resolved to be due.
- (c) Unisys shall comply with the obligations set forth in **Exhibit 3** with respect to records and audits.

9.7 *Payment.*

- (a) Subject to Section 9.6(b) of Part III to this Agreement: (i) the Monthly Base Charge is payable to Unisys on the first business day of the month for which Services are to be rendered; and (ii) charges for Modified Services, Additional Services and any reimbursable expenses are due and payable no later than sixty (60) days from City's receipt of Unisys invoice therefor, except as otherwise agreed for the Modified Services or Additional Services.
- (b) Payment shall be remitted to the address or the electronic transit routing indicated on Unisys invoice.

9.8 *Taxes.*

- (a) City shall be liable for any sales/use tax, service tax, value added tax, transfer tax, excise tax, tariff, duty or any other similar tax imposed by any governmental authority arising from the performance or furnishing by Unisys of services or Unisys charges to City under this Agreement. Notwithstanding the foregoing or anything in this Agreement to the contrary, Unisys is solely responsible for all taxes imposed on Unisys income or earnings.
- (b) Such taxes will be invoiced by Unisys to City for all taxing jurisdictions where Unisys is required by law to collect such taxes unless City provides a valid resale certificate or other documentation required under applicable law to evidence tax exemption. Unisys invoices shall separately state any charges that are subject to taxation and separately state the tax jurisdiction and the amount of taxes invoiced therein. It is understood that City is tax exempt from the Hennepin County and City of Minneapolis taxes but is subject to the 6.5% State sales/use tax. In the event the Minnesota State laws or the laws of any other taxing authority change after the Effective Date of this Agreement such that City then becomes obligated to pay any new and/or modified additional taxes, then City becomes responsible for the payment or reimbursement of payment of any such taxes.
- (c) City and Unisys shall each bear sole responsibility for all taxes, assessments and other real property-related levies on their respective business operations, including their respective owned or leased real property.

9.9 *No Other Charges.*

Except as otherwise expressly set forth in this Agreement, all charges, costs and expenses relating to Unisys performance of Services are included in the charges set forth in **Exhibit 4, Appendix A**. No other charges, costs or expenses shall be charged to or reimbursed by City.

10. *Customer Satisfaction, Most Favored Customer and Benchmarking.*

10.1 *Customer Satisfaction.*

- (a) Within thirty (30) days of following the Effective Date, Unisys will deliver a proposed *Customer Satisfaction Methodology and Process* to City. City shall have thirty (30) days to review and provide Unisys with comments on and revisions to the proposed *Customer Satisfaction Methodology and Process*. Unisys shall promptly revise the proposed *Customer Satisfaction Methodology and Process* in accordance with City's comments and revisions or provide City with a written explanation for the reasons that City's comments or revisions have

not been made. Following receipt of the revised *Customer Satisfaction Methodology and Process* and/or written explanation, City shall have thirty (30) days to review the revised *Customer Satisfaction Methodology and Process* and any written explanations.

- (b) Unisys shall conduct such surveys no less than annually, or at other times agreed by the Parties, using a City-approved process and survey content. Upon City's reasonable request, Unisys shall occasionally conduct random customer satisfaction surveys of City's individual end users or groups of end users based on specified incidents (e.g., implementations of new projects). Unisys agrees that increased measured customer satisfaction shall be a key performance incentive for the compensation of the Key Personnel defined in **Exhibit 2, Appendix M**. Unisys shall be responsible for all costs associated with conducting customer satisfaction surveys. Unisys shall promptly share all results, including the raw data, from any customer satisfaction surveys.

## 10.2 *Most Favored Customer*

In addition to **Exhibit 4** relating to Unisys Equipment, the Parties intend that, throughout the Term of the Agreement, the Monthly Base Charge will be within the lowest quartile of market prices for services of a similar nature, volume and scope offered by top tier service providers generally (the "Target Market"). Accordingly, at the City's request, Unisys shall, on an annual basis, conduct a formal review of the Monthly Base Charge to gain a market comparison (for this purpose, Unisys portfolio of no fewer than four (4) other IT outsourcing customers as well as the IT outsourcing portfolios of other top tier service providers (to the extent known by Unisys)) of the quality and price of the Services as compared to the quality and price of comparable services within the Target Market. In accordance with procedures to be agreed upon by City and Unisys, Unisys shall meet with City to review Unisys findings with respect to such comparison and, to the extent appropriate, offer to adjust the Monthly Base Charge such that the Monthly Base Charge is within the lowest quartile of market prices for comparable services within the Target Market. If the Parties are in agreement with respect to the proposed adjustment, Unisys shall immediately adjust the Monthly Base Charge. In no event will Unisys increase the Monthly Base Charge as a result of any annual review pursuant to this Section 10.2.

## 11. Security.

### 11.1 *Security for Unisys Service Locations/City Premises.*

- (a) Where Unisys provides the Unisys Service Location, Unisys will perform those security procedures mutually agreed to with City that are in practice at the Unisys Service Location as of the Effective Date. In the event that revised or additional procedures are required by City, and such revisions or additions cause Unisys to incur additional costs, then City shall reimburse Unisys for such costs. Except as provided in Section 8.3 and 13 herein, City personnel shall not operate the Unisys Equipment and Software to be utilized by Unisys to provide Services to City hereunder and shall not have access to any room where any such Unisys Equipment and Software may be located or assist Unisys in any manner without the prior consent of Unisys.
- (b) Unisys personnel shall comply with the reasonable rules of City with respect to any required access to City Premises and City shall be responsible for security of City Premises. Unisys agrees that Unisys employees, while on City Premises, will comply with City's published policies and procedures regarding safety and personal conduct. The foregoing notwithstanding, Unisys reserves to itself all rights regarding discipline or other action relating

to its employees. Unisys will make good faith efforts to maintain compliance by its employees with such policies and procedures. City may, in good faith, exclude from its premises any employees, agents, visitors or supplier of Unisys for the protection of its property and other interests.

#### 11.2 *Safeguarding City Data.*

- (a) Unisys will maintain reasonable safeguards against the destruction, loss or alteration of City data and data files in the possession of Unisys. Such safeguards shall be no less rigorous than those Unisys observes in safeguarding its own data of a similar type.
- (b) Unisys shall use commercially reasonable efforts to prevent viruses, Trojan horses, worms, malware or similar items from being coded or introduced into the systems used to provide the Services. In the event a virus or similar item is found to have been introduced into such systems, Unisys shall use commercially reasonable efforts to mitigate the effects of the virus or similar item and, if the virus or similar item causes a loss of operational efficiency or loss of data, mitigate and restore such losses.
- (c) Unisys shall at its cost and expense: (i) develop and maintain procedures for the reconstruction of lost City data; (ii) promptly correct any errors or inaccuracies caused by Unisys in the reports delivered to City under this Agreement; and (iii) promptly notify City of any errors in, or destruction, loss, or alteration of any City data not remediated prior to delivery of such reports to City. In the event of a loss of City data, where such loss was caused by the failure of Unisys to perform an obligation under this Agreement, or such loss was the result of an event covered by Unisys obligations set forth in City's Disaster Recovery Plan, **Exhibit 2, Appendix O**, Unisys shall, at Unisys cost and expense, restore and reconstruct such City data using the last available back-up, transaction journals, and other commercially reasonable efforts. In the event of any other loss, Unisys shall cooperate with City, at City's expense, to attempt to restore such City data to the last available back-up and, if available, transaction journals.
- (d) Unisys is responsible for reviewing City's Disaster Recovery Plan, **Exhibit 2, Appendix O**, on at least an annual basis. Any modifications or changes to the Disaster Recovery Plan require City's written approval. Unisys is responsible for executing those portions of the Disaster Recovery Plan that are designated as a Unisys responsibility within said Disaster Recovery Plan.

#### 12. Confidentiality.

Except as otherwise provided herein, Unisys and City each agree that all written information communicated to it by the other, whether before the Effective Date or during the Term of the Agreement, and (a) marked as confidential or proprietary; or (b) regarding customers; human resources; financial costs, expenses or operations; inventory, purchasing or merchandising; or plans, strategies or forecasts (hereinafter collectively referred to as "Confidential Information") shall be used only for the purposes of this Agreement, and that no Confidential Information of the other Party shall be disclosed to outside parties by the recipient Party, its agents or employees without the prior written consent of the other Party. Each Party agrees to take all reasonable precautions to prevent the disclosure to outside parties of Confidential Information of the other Party, including without limitation, the terms of this Agreement, except for information which is (i) not marked as confidential or proprietary or included in the categories identified above, (ii) already known by or available to the other Party or its parent or subsidiaries at the time of disclosure; (iii) independently generated by either of the parties hereto or its parent or subsidiaries and not derived from the

Confidential Information of the other Party, (iv) generally known or available to the public, or which may later become generally known or available to the public except where such knowledge or availability is the result of an unauthorized disclosure by one of the parties hereto, (v) disclosed to the other Party or its parent or subsidiaries by a third party who is lawfully permitted to make such disclosure, (vi) made available by the other Party to a third party without a similar restriction; or (vii) required to be disclosed by either Party or their parent or subsidiaries by law, regulation, court order or other legal process. This obligation of confidentiality shall cease two (2) years after the return of such Confidential Information to the disclosing Party by the receiving Party or two (2) years after the termination of this Agreement, whichever is later.

13. Audit Rights.

City shall have the right to audit Unisys in accordance with **Exhibit 3.**

14. City's Data Files.

City's data files and City data contained therein shall be and remain City's property and shall be returned to it by Unisys upon termination of this Agreement or, with respect to any particular data files and City data, on such earlier date that the same are no longer required by Unisys in order to render Services hereunder. City data shall not be utilized by Unisys for any purpose other than that of rendering Services to City under this Agreement nor shall City data, or any part thereof, be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Unisys or commercially exploited by or on behalf of Unisys.

15. Rights in Work Product.

The respective rights of Unisys and City in all Software developments shall be determined as follows:

- (a) All work developed by Unisys not having independent functionality shall be considered part of the work to which it is a modification or enhancement.
- (b) Any enhancements, modifications or developments made by Unisys to Unisys Software shall belong to Unisys and any enhancements, modifications or developments made by Unisys to City Software owned by City shall belong to City.
- (c) City shall own all work having independent functionality that is developed by Unisys using resources paid for solely by City under this Agreement; provided, however, that Unisys has perpetual and irrevocable right to market, distribute or sublicense such work on payment of a royalty to City in an amount equal to ten percent (10%) of the license fee received by Unisys. Such marketing rights are exclusive during the Term of the Agreement.
- (d) As used above "independent functionality" means a computer program or code which may or may not be part of an existing work but which when operated alone or in conjunction with other programs or code, performs a function not previously available from an existing work.

City agrees that this Agreement shall not prevent Unisys from providing services to other customers using the ideas, concepts, techniques, know how and experience used hereunder or from developing products or services which might be similar to or competitive with the work product developed under this Agreement.

The work product developed by Unisys hereunder shall not include any Unisys materials which shall remain the property of Unisys or its third party licensors ("Unisys Materials"). Unisys Materials are generally used or provided to Unisys customers in the normal course of Unisys business and include but are not limited to products, software documentation, algorithms, methodologies, notes, data, processes, techniques or know how or any modifications or enhancements thereto and all intellectual property rights contained therein.

16. Insurance.

Any insurance policies secured by Unisys pursuant to this Agreement, shall be issued by insurance companies rated A-, X (ten) or better and licensed to do business in the State of Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Agreement and shall remain continuously in force for the duration of the Agreement.

Unisys and its subcontractors shall secure and maintain the following insurance:

- (a) Workers' Compensation insurance that meets the statutory obligations with Coverage B, Employer's Liability limits of at least \$100,000.00 each accident, \$500,000.00 disease policy limit and \$100,000.00 disease each employee.
- (b) Commercial General Liability insurance with limits of at least \$5,000,000.00 per occurrence covering products – completed operations, personal and advertising injury, fire damage, and medical expenses per person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage, and City shall be an additional insured to the extent of the liabilities assumed by Unisys under the indemnification provisions of this Agreement.
- (c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000.00 per accident.
- (d) Professional Liability insurance providing coverage for the claims that arise from the errors of Unisys or its consultants, omissions of Unisys or its consultants, failure to render a professional service by Unisys or its consultants, or the negligent rendering of the professional service by Unisys or its consultants in the amount of \$15,000,000 each occurrence. Unisys will renew the insurance policy or self-insure for one year after completion of the work.
- (f) Property Coverage may be required in City's discretion.

Acceptance of the insurance by City shall not relieve, limit or decrease the liability of Unisys. Any policy deductibles or retention shall be the responsibility of Unisys. Unisys shall control any special or unusual hazards and be responsible for any damages that result from those hazards. City does not represent that the insurance requirements are sufficient to protect Unisys interest or provide adequate coverage.

Unisys shall require any of its subcontractors, if allowable under this Agreement, to comply with these provisions.

17. Representations, Warranties and Disclaimers.

- 17.1 Each Party hereto separately represents and warrants to the other Party hereto that it has full corporate power and authority to enter into this Agreement and that the execution and delivery of this Agreement and the carrying out of the transactions contemplated by it have been duly and validly authorized by all necessary corporate action and do not violate any provision of its charter, certificate of incorporation or by laws. In addition, City has authorized Unisys to act on its behalf in accordance with **Exhibit 7**.
- 17.2 Unisys represents and warrants that it shall perform the Services in a professional and workmanlike manner and in so doing shall (a) use individuals of suitable training and skills and (b) subject to the terms of this Agreement, comply with all regulatory requirements applicable to the provision of the Services.
- 17.3 Unisys represents and warrants that the Unisys Service Location will remain in operation and provide Services for the total number of cumulative hours per month specified herein. During any monthly period, Unisys will either extend the shift time operations or provide for alternative processing if any of the Services to be provided herein are unduly delayed.
- 17.4 City represents and warrants that Unisys management and/or occupation of City Premises does not violate any provisions of any lease, covenant, license or other similar agreement between City and any third party and that City shall continue to be primarily liable for compliance with such provisions.
- 17.5 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. UNISYS DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FOR BOTH UNISYS AND NON-UNISYS PRODUCTS, UNLESS SUCH PURPOSE HAS BEEN SPECIFICALLY IDENTIFIED IN THIS AGREEMENT. UNISYS WARRANTIES EXTEND SOLELY TO CITY.

18. Force Majeure.

Unisys shall be excused from performance hereunder for the period of time and to the extent that Unisys is prevented from performing any of the Services, in whole or in part, as a result of delays caused by an act of God, war, civil disturbance, court order, labor dispute, third party non-performance or other cause beyond the Parties' reasonable control, including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment, or caused solely by City's failure to perform an express obligation under this Agreement, (each, a "Force Majeure Event") and such non-performance shall not be a default or a ground for termination. To the extent Unisys is reasonably capable of providing either normal recovery procedures or any other disaster recovery services described in **Exhibit 2, Appendix O** during a Force Majeure Event, the occurrence of such Force Majeure Event shall not excuse, limit or otherwise affect Unisys obligation from doing so. Unless otherwise agreed between the parties, Unisys shall not have the right to any additional payments from City as a result of its standard efforts to provide Services during a Force Majeure Event.

19. Dispute Resolution.

19.1 *Program Managers.*

Unless a different procedure set forth in the Agreement would govern, all disputes shall initially be referred to the Unisys Program Manager and the City Program Manager. If the Program Managers are unable to resolve the dispute within ten (10) business days after referral of the matter to them, the Parties shall submit the dispute to the Executive Steering Committee.

19.2 *Executive Steering Committee.*

The Executive Steering Committee shall meet at least once every ninety (90) day period during the Term of the Agreement (or such other time as the Executive Steering Committee may agree from time to time) for the purpose of overseeing the performance of this Agreement and resolving the disputes that may arise under this Agreement. The Executive Steering Committee shall consider the disputes in the order such disputes are brought before it. In the event the Executive Steering Committee is unable to resolve a dispute within ten (10) business days from the date that the Executive Steering Committee first considered the matter, the dispute shall be submitted to mediation.

19.3 *Mediation.*

If the dispute remains unresolved after the Executive Committee review, either Party may start mandatory non-binding mediation under the commercial mediation rules of the American Arbitration Association (AAA).

19.4 *Arbitration.*

This provision is not applicable to this Agreement.

20. Suspension and Termination.

20.1 Unisys may suspend providing Services hereunder by adhering to the following process. Unisys shall first notify City in writing that a payment which is not then currently in dispute under Section 9.6(b) of Part III to this Agreement is delinquent. City shall then have a ninety (90) day cure period in which to make such payment. If such payment is not paid within said ninety (90) days, then Unisys may provide City a second written notice ("Second Notice") which either (i) extends City's cure period or (ii) suspends providing Services hereunder upon ten (10) days written notice to City.

20.2 Unisys may terminate this Agreement for default by City if City fails to make any payment due under this Agreement that remains unpaid more than thirty (30) days after the Second Notice referenced in Section 20.1 above is provided to City. In the event of a termination pursuant to this Section 20.2, City shall: (i) pay all undisputed amounts unpaid but due under this Agreement to Unisys through the effective date of such termination (with the exception that City will remain responsible for payment of all amounts in dispute as of the effective date of termination for which it is subsequently determined that City is responsible to pay in accordance with Section 9.6(b) of Part III to this Agreement, and for certain services that may be performed after such effective date, such as termination assistance services or other continuation of services that are mutually agreed to by the Parties), plus (ii) the Termination Charges set forth in **Exhibit 4, Appendix A** for Breakage Fee and Wind-Down Costs and the

Equipment Buy-Back Charges as calculated in accordance with Section 7 of **Exhibit 4**, which payment shall represent the sole and exclusive remedy by Unisys for City's failure to make payment under this Agreement.

20.3 Without prejudice to other remedies, either Party may terminate this Agreement if the other Party fails to make a good faith effort to cure any default relating to Section 12 within thirty (30) days after receipt of a notice from the other Party identifying such default. In the event of a termination pursuant to this Section 20.3 by Unisys for any reason, City shall pay Unisys: (i) all undisputed amounts unpaid but due under this Agreement to Unisys through the effective date of such termination (with the exception that City will remain responsible for payment of all amounts in dispute as of the effective date of termination for which it is subsequently determined that City is responsible to pay in accordance with Section 9.6(b) of Part III to this Agreement, and for certain services that may be performed after such effective date, such as termination assistance services or other continuation of services that are mutually agreed to by the Parties), plus (ii) the Termination Charges set forth in **Exhibit 4, Appendix A** for Breakage Fee and Wind-Down Costs and the Equipment Buy-Back Charges as calculated in accordance with Section 7 of **Exhibit 4**, which payment shall represent the sole and exclusive remedy by Unisys for damages related to the lost stream of revenue under this Agreement. In the event of termination by City pursuant to this Section 20.3, City will pay all undisputed amounts unpaid but due under this Agreement to Unisys through the effective date of such termination (with the exception that City will remain responsible for payment of all amounts in dispute as of the effective date of termination for which it is subsequently determined that City is responsible to pay in accordance with Section 9.6(b) of Part III to this Agreement, and for certain services that may be performed after such effective date, such as termination assistance services or other continuation of services that are mutually agreed to by the Parties), but City shall not be required to pay Unisys any Termination Charges set forth in **Exhibit 4, Appendix A** or Equipment Buy-Back Charges as calculated in accordance with Section 7 of **Exhibit 4**.

20.4 Except as otherwise provided in Sections 20.1 through 20.3, and without prejudice to other remedies, if either Party materially defaults in the performance of any of such Party's material duties or obligations under this Agreement, which default shall not be substantially cured within sixty (60) days after written notice is given to the defaulting Party specifying the nature of the default, or with respect to those defaults which cannot reasonably be cured within sixty (60) days, if the defaulting Party fails to proceed within sixty (60) days to commence curing such default and thereafter to proceed with all due diligence to substantially cure such default, then the Party not in default may forthwith terminate this Agreement by giving written notice to that effect to the defaulting Party. In the event of a termination by Unisys pursuant to this Section 20.4 for any reason, City shall pay Unisys: (i) all undisputed amounts unpaid but due under this Agreement to Unisys through the effective date of such termination (with the exception that City will remain responsible for payment of all amounts in dispute as of the effective date of termination for which it is subsequently determined that City is responsible to pay in accordance with Section 9.6(b) of Part III to this Agreement, and for certain services that may be performed after such effective date, such as termination assistance services or other continuation of services that are mutually agreed to by the Parties), plus (ii) the Termination Charges set forth in **Exhibit 4, Appendix A** for Breakage Fee and Wind-Down Costs and the Equipment Buy-Back as calculated in accordance with Section 7 of **Exhibit 4**, which payment shall represent the sole and exclusive remedy by Unisys for damages. In the event of termination by City pursuant to this Section 20.4, City will pay all undisputed amounts unpaid but due under this Agreement to Unisys through the effective date of such termination (with the exception that City will remain responsible for payment of all amounts in dispute as of the effective date of termination for which it is subsequently determined that City

is responsible to pay in accordance with Section 9.6(b) of Part III to this Agreement, and for certain services that may be performed after such effective date, such as termination assistance services or other continuation of services that are mutually agreed to by the Parties), but City shall not be required to pay Unisys any Termination Charges set forth in **Exhibit 4, Appendix A or** Equipment Buy-Back Charges as calculated in accordance with Section 7 of **Exhibit 4**.

20.5 If Unisys becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation, winding-up, insolvency or the appointment of a receiver, administrator or similar officer, makes an assignment for the benefit of all or substantially all of its creditors or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, and if any such action for involuntary bankruptcy is not dismissed within sixty (60) days, then City, within the conditions of applicable law, may immediately terminate this Agreement by giving written notice to that effect. In the event of termination pursuant to this Section 20.5, City will pay Unisys all undisputed amounts unpaid but due under this Agreement to Unisys through the effective date of such termination (with the exception that City will remain responsible for payment of all amounts in dispute as of the effective date of termination for which it is subsequently determined that City is responsible to pay in accordance with Section 9.6(b) of Part III to this Agreement, and for certain services that may be performed after such effective date, such as termination assistance services or other continuation of services that are mutually agreed to by the Parties), which payment shall represent the sole and exclusive remedy by Unisys. City shall have the right, but not the obligation to, purchase from Unisys the Buy-Back Equipment for the applicable Equipment Buy-Back Charges as calculated in accordance with Section 7 of **Exhibit 4**.

20.6 If the government body that appropriates City's funds for data processing does not allocate such funds beyond the then-current fiscal period, City may terminate all or any portion of any order under this Agreement by so notifying Unisys at least one hundred twenty (120) days prior to the end of the then-current fiscal period. City will be liable for any accumulated payments due prior to the effective date of the new fiscal year. In the event of a termination pursuant to this Section 20.6 for any reason, without prejudice to other remedies, City shall pay Unisys: (i) all undisputed amounts unpaid but due under this Agreement to Unisys through the effective date of such termination (with the exception that City will remain responsible for payment of all amounts in dispute as of the effective date of termination for which it is subsequently determined that City is responsible to pay in accordance with Section 9.6(b) of Part III to this Agreement, and for certain services that may be performed after such effective date, such as termination assistance services or other continuation of services that are mutually agreed to by the Parties), plus (ii) the Termination Charges set forth in **Exhibit 4, Appendix A** related to Wind-Down Costs and the Equipment Buy-Back Charges as calculated in accordance with Section 7 of **Exhibit 4**, which payment shall represent the sole and exclusive remedy by Unisys as a result of such termination. Should City obtain any similar data processing equipment, software or service from any third party within twelve (12) months following the effective date of such termination (other than for equipment replacements or additions, or for software renewals in the ordinary course), then in addition to (i) and (ii) above, City will pay Unisys an amount equal to the applicable Termination Charge for the Breakage Fee set forth in **Exhibit 4, Appendix A**. In the event that the non-appropriation event results in a reduction of available funds, then City and Unisys will review the available resources to the extent possible, to refashion the Services to be rendered under this Agreement.

20.7 City may terminate this Agreement for convenience after eighteen (18) months into the Term of the Agreement, upon ninety (90) days prior written notice to Unisys. In the event of a

termination pursuant to this Section 20.7, City shall pay Unisys: (i) all undisputed amounts unpaid but due under this Agreement to Unisys through the effective date of such termination (with the exception that City will remain responsible for payment of all amounts in dispute as of the effective date of termination for which it is subsequently determined that City is responsible to pay in accordance with Section 9.6(b) of Part III to this Agreement, and for certain services that may be performed after such effective date, such as termination assistance services or other continuation of services that are mutually agreed to by the Parties), plus (ii) the Termination Charges set forth in **Exhibit 4, Appendix A** for Breakage Fee and Wind-Down Costs and the Equipment Buy-Back Charges as calculated in accordance with Section 7 of **Exhibit 4**, which payment shall represent the sole and exclusive remedy by Unisys. The effective date of termination will be ninety (90) days following the date the notice is received by Unisys or the date stated in the notice, whichever is later. If City elects to terminate this Agreement all Services will cease as of the effective date of termination and each Party shall deliver to the other Party all of the other Party's Confidential Information, as required under this Agreement.

20.8 If City's election to terminate this Agreement pursuant to Sections 20.3, 20.4 or 20.6 is determined in a court of competent jurisdiction to have been wrongful, then such termination shall be deemed to be an early termination under this Agreement and without prejudice to other remedies, City shall pay Unisys the balance of Termination Charges set forth in **Exhibit 4, Appendix A** and the Equipment Buy-Back Charges as calculated in accordance with Section 7 of **Exhibit 4**, which payment shall represent the sole and exclusive remedy by Unisys.

20.9 In the event of any termination pursuant to this Section 20, Unisys shall promptly refund to City any prepaid Monthly Base Charges, fees, expenses or other charges for Services, Modified Services or Additional Services not performed by Unisys as of the effective date of the termination. Upon any termination, Unisys shall segregate such prepaid amounts or any equipment or software purchased but not delivered for City's benefit.

20.10 If Unisys performance of all or a portion of the Services is prevented or delayed for more than twenty-four (24) hours in the case of Business Critical Applications identified in **Exhibit 2, Appendix O** Disaster Recovery Plan, City may procure the affected Services from an alternate source. In such event, Unisys shall pay or reimburse City, at City's election, for the costs and expenses incurred by City in procuring such Services. If the performance of all or a portion of (i) any Business Critical Application is prevented or delayed for more than seven (7) calendar days, or (ii) any other Services are prevented or delayed for more than twenty (20) calendar days, City, at its sole discretion, may terminate any portion of the Agreement affected by the nonperformance or delay or terminate the Agreement in its entirety without payment of any Termination Charges or Equipment Buy-Back Charges and upon any such termination, City shall have the right to purchase any or all Unisys Equipment (in the case of a partial termination, any Unisys Equipment used in connection with the affected Business Critical Application or Service) pursuant to Section 21.2 below as if the Term of the Agreement had expired.

## 21. Termination Assistance.

21.1 In connection with the expiration or termination of this Agreement at any time and for any reason, Unisys and City shall cooperate in good faith in order to provide for the orderly transition to City of the Services in accordance with the following:

- (a) Unisys and City shall jointly develop a transition plan setting forth the respective tasks to be performed by each Party in connection with the transition, a schedule on which the tasks are to be performed and Unisys charges, if any, for the termination services.
- (b) Upon City's request at any time during the Termination Assistance Period, Unisys shall, at no cost to City, as of the last day of the Term of the Agreement to the extent that Unisys has the legal right to do so assign to City or its designee: (i) such leases for the Unisys Equipment used to provide the Services as City or its designee may elect; and (ii) such contracts and other agreements for services provided by third parties and used to provide Services as City or its designee may elect and shall provide reasonable assistance to City or its designee in obtaining any replacement third party services comparable to any third party agreements not assumed by City.
- (c) Upon City's request at any time during the Termination Assistance Period, with respect to any Software used to provide the Services, Unisys shall, at no cost to City: (i) assign to City or its designee any license agreements for which Unisys has obtained or can obtain assignment rights, and (ii) use all reasonable efforts to transfer, assign or sublicense all Software not subject to assigned agreements under clause (i) above, to City or its designee at no cost such that City or its designee may use, and sublicense to third parties the right to use, such Software in connection with City's or its designee's provision of services similar to the Services. Upon City's request, Unisys shall assist City or its designee in obtaining directly from third parties any Software or substitute therefor for which City or its designee does not assume the applicable Software license or agreements.
- (d) Upon City's request, Unisys shall grant to City or its designee, at no cost to City or its designee, a global, perpetual, irrevocable, fully paid-up, non-exclusive, non-transferable license to use, and sublicense third parties to use any or all Unisys Software, including, without limitation, any routines, reports, scripts, and batch files which have been used by Unisys in performing the Services, and, to the extent that such software is commercially available to City, any patches or customizations created by Unisys to such software so long as City acquires rights to use such software, so as to allow City or its designee to provide services similar to the Services. Unisys obligations under this Section 21.1(d) shall not require Unisys to license or provide City with Unisys Software which is proprietary to Unisys and not reasonably capable of being limited solely to City's use. Upon City's request, Unisys shall provide to City or its designee support and maintenance services for any Unisys Software licensed under this Section on terms, conditions, and prices agreed upon by Unisys and City or its designee, which shall in no event be less favorable than Unisys most favorable terms, conditions, and prices for such services provided to similarly sized customers. Any Unisys Software licensed under this Section will be made available to City at no additional charge, but shall be made available under Unisys then current standard license terms and conditions if such Unisys Software is commercially available and, if not, under mutually agreed terms and conditions.
- (e) Notwithstanding the provisions of Section 24 of Part III to this Agreement, during the implementation of the Transition Plan, or on the date of termination of this Agreement, City shall be entitled to discuss employment with any employee of Unisys who is then solely and directly engaged in providing Services to City. Before the commencement of any such discussions, City shall deliver to Unisys a preliminary list of the employees with whom City desires to discuss employment and the parties shall review the preliminary list and develop a mutually acceptable final list of employees and a

schedule upon which City may conduct the discussions. Unless Unisys otherwise agrees, City shall not discuss employment with any other Unisys employee or otherwise interfere with the ability of Unisys to perform its operational, transition or other responsibilities under this Agreement.

- (f) City shall pay to Unisys in advance, on the first day of each month for termination services to be provided during such up-coming month and as a condition to Unisys obligation to provide termination services to City or any third party, an amount equal to Unisys reasonable estimate, subject to City's agreement, of the total amount payable to Unisys for such termination services for that month.
- (g) Prior to providing any of the foregoing termination services to a third party, Unisys shall be entitled to receive from such third party, in form and substance reasonably acceptable to Unisys, written assurances that (i) such third party will maintain at all times the confidentiality of any Unisys proprietary information, software or materials disclosed or provided to, or learned by, such third party in connection therewith and (ii) such third party will use such information, software or materials exclusively for purposes for which City is authorized to use such information, software or materials pursuant to this Agreement.
- (h) City shall pay to Unisys such charges as the Parties mutually agree for the termination services as a condition to Unisys obligation to provide such termination services to City or any third party.
- (i) Upon any transfer of the Buy-Back Equipment and any other equipment pursuant to the terms of this Agreement, Unisys will transfer to City by bill of sale, good and marketable title to the Buy-Back Equipment, and such other equipment free and clear of any liens, claims or other encumbrances. Up to the date of such transfer, Unisys represents and warrants that the Buy-Back Equipment and such other equipment transferred to City, has been maintained and is in good working order in accordance with Unisys obligations under this Agreement. Unisys will, to the extent Unisys is legally able, also transfer to City any remaining manufacturers' warranties, including all applicable documentation related thereto, and data from the Information Technology Asset Management ("ITAM") database. This data will be delivered in a comma separated value ("CSV") file format. EXCEPT FOR UNISYS WARRANTIES EXPRESSLY STATED ABOVE, THE BUY-BACK EQUIPMENT SHALL BE TRANSFERRED TO CITY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, AND UNISYS HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES IN RESPECT THEREOF, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.
- (j) To the extent any equipment was provided by City to Unisys in connection with Unisys performance of Services hereunder, Unisys will return such equipment to City free and clear of all liens, security interests or other encumbrances arising by, through or under Unisys at no additional cost or charge.
- (k) City shall be responsible for any transfer taxes, if any, related to any Unisys Equipment transfers entered into in furtherance of this Section 21.1. Unisys and City shall be responsible for their own income taxes, corporate taxes, taxes on capital gain or similar taxes that result from any such transaction.

- (l) Unisys will provide City with the Equipment Registry, listing of all Unisys Equipment along with transactional details and maintenance records for Data Center equipment and warranty records for all equipment.

## 21.2 *Expiration of the Agreement*

Upon expiration of the Term of the Agreement, Unisys shall, at City's request: (i) sell City or its designee, the Unisys Equipment described in the Equipment Registry for the amount equal to the unamortized purchase price over the expected installed life of the Buy-Back Equipment; and (ii) offer to sell to City or its designee any other assets not listed in the Equipment Registry but used by Unisys primarily for the provision of the Services at the lower of Unisys book value or market value.

## 21.3 *Termination Assistance Charges*

The Monthly Base Charges include all Termination Assistance Services provided by Unisys during the Term of the Agreement, and Unisys shall not charge City any variable or other fees for such Termination Assistance Services, provided that the Termination Assistance Services will be primarily delivered by the Unisys resources dedicated to City at the time of termination. For Termination Assistance Services provided by Unisys after the date of termination or the expiration of the Term of the Agreement, Unisys shall provide such services (i) in the case of Termination Assistance Services that are Services, at the rates in effect for such Services immediately prior to termination or expiration of the Agreement and (ii) for Termination Assistance Services for which no rates exist immediately prior to such termination or expiration of the Agreement, at Unisys standard commercial rates then in effect, subject to discounts consistent with the discounts applied under this Agreement or Unisys most favorable rates for similarly situated customers for all other services, whichever is lower. Termination Assistance Services provided after the date of termination or the expiration of the Term of the Agreement shall be subject to the provisions of the Agreement as such provisions would have been applicable to the Services prior to the date of termination or expiration. After the expiration of the Termination Assistance Period, Unisys shall (i) answer questions from City or its designee(s) regarding the Services at the applicable time and materials rates for such services set forth in the Agreement and (ii) deliver to City or its designee(s) any remaining City-owned reports and documentation still in Unisys possession.

## 22. Damages.

### 22.1 *Direct Damages.*

Except as set forth in Section 22.3 of Part III to the Agreement, each Party shall be liable to the other Party for any direct damages arising out of or relating to its performance under this Agreement; provided, however, that neither City nor Unisys shall be liable for direct damages, whether based on an action or claim, in contract, equity, negligence, tort or otherwise, in the aggregate in excess of \$7.5 million.

### 22.2 *Consequential Damages.*

Neither City nor Vendor shall be liable for, nor will the measure of damages include, any indirect, incidental, special or consequential damages even if the Party knew or should have known of the possibility of such damages arising out of or relating to its performance under this Agreement, and with respect to Unisys liability the exclusion of such damages shall include, but are not limited to loss of use, revenues, profits or savings.

### 22.3 *Exclusions.*

The limitations or exculpations of liability set forth in this Section 22 are not applicable to (i) indemnification claims as set forth in Sections 23.1 or 23.2 of Part III to this Agreement, (ii) any Termination Charges or Equipment Buy-Back Charges in accordance with Section 20 of Part III to this Agreement and **Exhibit 4** and **Exhibit 4, Appendix A**, and (iii) any unpaid invoices that are due per Section 9 of Part III to this Agreement.

### 23. *Indemnification.*

#### 23.1 *Indemnity by Unisys.*

Unisys shall indemnify City from, and defend City against, any liability or expenses (including reasonable attorneys' fees and expenses) arising out of or relating to any claim:

- (a) brought by a Unisys agent and relating to any duties or obligations of Unisys, its employees or Unisys agents accruing after the Effective Date in respect of such Unisys agent.
- (b) that Unisys Service Equipment and Unisys Software owned by Unisys infringe upon the proprietary rights of any third party. City acknowledges that Unisys may desire to replace an infringing product hereunder, and City agrees that Unisys shall be entitled to undertake such replacement; provided, however that such replacement shall not excuse any of Unisys other obligations under this Agreement.
- (c) relating to the following provisions: (a) Equal Opportunity Statement, (b) Non-Discrimination, (c) Compliance Requirements, (d) Living Wage Policy, and (e) Small and Underutilized Business Program (SUBP) Requirements; as such provisions are set forth in Part II of this Agreement.
- (d) relating to any amounts, including taxes, interest and penalties, assessed against City which are obligations of Unisys pursuant to Section 9.8 of Part III to this Agreement.
- (e) Unisys shall defend and hold harmless City for any third party claims for injury to persons (including death) or damage to tangible personal property or real property (but not intangibles including lost data and software) solely caused by its tortious acts or omissions or intentional misconduct during and within the scope of performance of this Agreement.

Unisys shall indemnify City from any costs and expenses incurred in connection with the enforcement of this Section 23.1.

#### 23.2 *Indemnity by City.*

To the extent such indemnification may hereafter be permitted by applicable law, City shall indemnify Unisys from, and defend Unisys against, any liability or expenses arising out of or relating to any claim:

- (a) Brought by a City agent and relating to any duties or obligations of City, its employees or City agents accruing after the Effective Date in respect of such City agent.

- (b) That the City Software infringes upon the proprietary rights of any third party. Unisys acknowledges that City may desire to replace an infringing product hereunder, and Unisys agrees that City shall be entitled to undertake such replacement; provided, however that such replacement shall not excuse any of City's other obligations under this Agreement.
- (c) Relating to any amounts, including taxes, interest and penalties, assessed against Unisys which are obligations of City pursuant to Section 9.8 of Part III to this Agreement.
- (d) City shall defend and hold harmless Unisys for any third party claims for injury to persons (including death) or damage to tangible personal property or real property (but not intangibles including lost data and software) solely caused by City's tortious acts or omissions or intentional misconduct during and within the scope of performance of this Agreement.

City shall indemnify Unisys from any costs and expenses incurred in connection with the enforcement of this Section 23.2.

### 23.3 *Indemnification Procedures.*

If any claim is commenced against a Party for which the other Party is entitled to indemnification under this Section 23, such Party shall deliver notice thereof to the other Party as promptly as practicable. After such notice, if the other Party acknowledges in writing to such Party that this Agreement applies with respect to such claim, then the other Party shall be entitled, if it so elects in a notice delivered to such Party not less than thirty (30) days prior to the date on which a response to such claim is due, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys of its sole choice to handle and defend the same, at its sole cost and expense. Such Party shall cooperate in all reasonable respects with the other Party and the other Party's attorneys in the investigation, trial and defense of such claim and any appeal arising therefrom; provided, however, that such Party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the other Party shall be entered into without the consent of such Party. If the other Party does not assume full control over the defense of a claim as provided in this Section 23.3, the other Party may participate in such defense, at its sole cost and expense, and such Party shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the other Party, provided that indemnification is found to be applicable to the claim.

### 23.4 *Survival.*

The provisions of this Section 23 shall survive the termination or expiration of this Agreement.

### 24. *Non Solicitation.*

Except as otherwise provided in Section 21.1(e) of Part III to this Agreement or agreed in writing, after the Effective Date, during the Term of the Agreement and for a period of one (1) year thereafter, both parties agree to not knowingly offer employment or otherwise hire or induce the termination of employment of any employee engaged in providing services under this Agreement from the other Party. Nothing in this section shall be construed to prohibit a Party from hiring an employee of the other Party who has responded to a general solicitation of employment not specifically directed at that employee.

25. Other Provisions.

- 25.1 Any failure or delay by either Party in exercising any right or remedy will not constitute a waiver.
- 25.2 This Agreement, including the referenced Exhibits and Appendices, constitutes the entire agreement between the Parties with respect to the Services provided hereunder and supersedes all prior proposals and agreements, both written and oral and all other written and oral communications between the Parties.
- 25.3 Neither Party shall assign its rights or obligations hereunder (other than said Party's interest in any equipment, or right to receive payments), without the prior written consent of the other Party; provided, however, that either Party may at any time assign all of its rights and obligations hereunder to any parent, subsidiary or affiliate of such Party or pursuant to an internal reorganization or sale or transfer of all or substantially all of said Party's assets; provided, further, that any such assignment will not relieve the original Party from any of its obligations hereunder.
- 25.4 This Agreement may be modified only by a written agreement to that effect signed by a duly authorized representative of each Party.
- 25.5 No legal actions, regardless of its form, related to or arising out of this Agreement, may, except as specifically provided in Section 23 of Part III to this Agreement, be brought by either Party more than two (2) years after the cause of action first accrued.
- 25.6 Each paragraph and provision of this Agreement is severable and, if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.
- 25.7 Unisys, in furnishing the Services to City, is acting only as an independent contractor. Except where this Agreement expressly provides otherwise, Unisys does not undertake by this Agreement or otherwise to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations.
- 25.8 With respect to changes in law applicable to the provision of Services, Unisys shall implement in a timely manner, at its own cost and expense, subject to Section 9.8(b) of Part III to the Agreement, any changes in the Services required to comply with such changes; provided, that if such changes have an effect on the provision or receipt of the Services, Unisys shall obtain City's consent before implementing such changes.

**Exhibit 1****Definitions**

As used in the Agreement, the following terms have the meanings ascribed to them in this Exhibit:

**Actual RUs** – has the meaning set forth in Section 2(d) of **Exhibit 4**.

**Additional Resource Charge** – has the meaning set forth in Section 2(d)(iii) of **Exhibit 4**.

**Additional Services** – has the meaning set forth in Section 8.2(a) of Part III to the Agreement.

**Agreement** – the Master Frame Agreement for Services dated December 31, 2007 between the City of Minneapolis and Unisys Corporation, comprised of **Part I**, Preamble, **Part II**, General Conditions, **Part III**, Outsourcing and Managed Network Services Conditions, and all Exhibits, Appendices and Attachments thereto.

**Allocation Pool Percentage** – shall mean two hundred fifty (250) percentage points.

**Anniversary Date** – the month and day of the Effective Date.

**Annual Technology Fund** – has the meaning set forth in Section 3.2(b) of **Exhibit 4**.

**Application Software** – custom programs and programming aids with supporting documentation, including, but not limited to, input and output formats, program listings, system flowcharts, narrative descriptions and operating instructions and all tangible media upon which such programs are recorded. Collectively, these programs make up the various automated City applications/systems that will be run at the Unisys Service Locations or City Premises.

**ARC** – Additional Resource Charge.

**ARC Fixed Rate** – the amount payable to Unisys for each ARC received from January 2008 through December 31, 2010 set forth in **Exhibit 4, Appendix A, Table 1A**.

**ARC Variable Rate** – the amount payable to Unisys for each ARC received from January 3, 2011 through December 31, 2015 set forth in **Exhibit 4, Appendix A, Table III**.

**ARC Point** – has the meaning set forth in Section 2(d)(vi)(1) of **Exhibit 4**.

**ARC Rate** – the amount payable for each ARC set forth in **Exhibit 4, Appendix A, Table III**.

**At Risk Amount** – the percentage of Unisys monthly fees for all Services, for any month during the Term of the Agreement or Termination Assistance Period, subject to Service Level Credits, which percentage shall equal 7.5%.

**Baseline RU** – has the meaning set forth in Section 2(c) of Exhibit 4.

**BIS** – Business Information Systems, City department responsible for overseeing and delivering information technology services to the City.

**Breakage Fee** – the amounts set forth in Table VII of Exhibit 4, Appendix A under the column heading “Breakage Amount Due,” which amounts represent the difference between (i) the total fees paid by Client between the Effective Date and an early termination date of the Agreement and (ii) the fees Unisys would have charged during such period had the Term of the Agreement initially been established as a period equal to the length of time between the Effective Date and the early termination date. The Breakage Amount Due is dependent upon the month in which the early termination occurs.

**Business Critical Applications** – a “Critical Hot Site” or “Hot Site” identified in Table 1 in Exhibit 2, Appendix O.

**Business Day** – days of the week exclusive of weekends and City holidays.

**Buy-Back Equipment** – collectively all items of Unisys Equipment remaining from the refreshed items of Unisys Equipment and all items of Unisys Equipment added through the Contract Amending process or ARCs, all of which will be identified in the Equipment Registry maintained by Unisys.

**Change Advisory Board (CAB)** – A defined group of City and Unisys resources responsible for reviewing and approving Request For Changes (RFCs) based on individual area of authority and subject matter expertise.

**City** – City of Minneapolis.

**City Auditors** – has the meaning set forth in Section 1 of Exhibit 3, Audit Provisions.

**City Premises** – has the meaning set forth in Section 8.3(a) of Part III to this Agreement.

**City Software** – the software identified on the Exhibit 2, Appendix C as either Tier 3 City-Supported Software or Tier 4 Limited City-Supported Software, which is either owned or licensed by City and provided by City for use by Unisys in performing the Services, for the benefit of City, at Unisys Service Location or at City Premises.

**City Teleprocessing Equipment** – has the meaning set forth in Section 6 of Part III to this Agreement.

**City Third Party Contractors** – has the meaning set forth in Section 8.4 of Part III to the Agreement.

**Confidential Information** – has the meaning set forth in Section 12 of Part III to the Agreement.

**Contract Amending process** – the process of amending the Agreement when the change has a financial impact to City.

**Contract Change Control** – the process of evaluating, executing, testing, and implementing changes to the Services compliant with ITIL best practices.

**Contract Year** – the twelve-month period which commences upon the Effective Date and on the yearly anniversary thereafter during the Term of the Agreement.

**Data Record** – data elements related to individual assets recorded in the Equipment Registry, including but not limited to asset tag number, department, manufacturer, model, serial number, installation date, acquisition price, warranty period, and (for data center equipment only) maintenance records.

**Deadband** – the amount above or below a Baseline RU for which no ARCs are charged or no RRCs are credited.

**Deadband Percentage** – has meaning set forth in Section 2(d)(vi)(1) of Exhibit 4, Pricing & Changes Methodology.

**Desktop** – a discrete computer device that includes internal or directly attached monitor(s), storage devices, internet modems, wireless network/cellular connection technologies, and other commonly used peripherals.

**Dispute Resolution Process** – has the meaning set forth in Section 19 of Part III to the Agreement.

**Disaster Recovery Plan** – has the meaning set forth in Exhibit 2, Appendix O.

**Earnback** – the process of offsetting Service Level Credits based on superior performance following Service Level Defaults, as described in Exhibit 2, Appendix L.

**ECA** – Economic Change Adjustment.

**Emergency Change Advisory Board (ECAB)** – A defined group of City and Unisys resources responsible for reviewing and approving emergency Request For Changes (RFCs) based on individual area of authority and subject matter expertise.

**ECI** – Economic Change Index.

**Economic Change Adjustment** – has the meaning set forth in Section 8(a) of Exhibit 4.

**Economic Change Index** – has the meaning set forth in Section 8(a) of Exhibit 4, Pricing & Changes Methodology.

**Effective Date** – December 31, 2007.

**Equipment Acquisition Plan** – has the meaning set forth in Section 3.2(b) of Exhibit 4.

**Equipment Buy-Back Charges** – has the meaning set forth in Section 7.1 of Exhibit 4.

**Equipment Registry** – has the meaning set forth in Section 3.5 of Exhibit 4.

**eVIP** – designation given to City elected officers for purposes of denoting elevated support levels as defined in Exhibit 2.5 and Exhibit 2.8.

**Executive Steering Committee** – has the meaning set forth in Section 4.2 of Exhibit 5.

**Financial Responsibility Matrix** – Means Tables XII through XVI of Exhibit 4, Appendix A.

**Force Majeure Event** – has the meaning set forth in Section 18 of Part III to the Agreement.

**Formal Recovery Plan** – means a plan developed and managed by the Unisys staff, including Root Cause Analysis for missed KPIs or OPIs and bi-weekly communication between the Parties to review the escalation issues log and to provide status updates (unless otherwise agreed to by the Parties).

**FTE** – Full Time Equivalent.

**Full Time Equivalent** – means an amount of effort equal to 1,800 Productive Hours during a one-year period.

**Inflation Sensitivity Factor** – has the meaning set forth in Section 8(d) of Exhibit 4.

**Incident** - Incidents are events that cause disruption or reduction in productivity with the supported infrastructure that are forwarded to the Unisys Service Desk. For example, an incident may be a request to fix a problem or defect in an application, which will result in the generation of a ticket in the Unisys ITSM system.

**IT** – information technology.

**ITIL** – Information Technology Infrastructure Library.

**Information Technology Infrastructure Library** – industry best practices for managing IT infrastructure, development, and operations.

**Key Personnel** – those individuals specified as such in Exhibit 2, Appendix M.

**Key Performance Indicator** – a Service Level that shall be measured and is subject to Service Level Credits.

**KPI** – Key Performance Indicator.

**Level 1 Support** - Resolution of an incident or service request achieved by a Service Desk Agent remotely for incidents and service requests as defined in Exhibit 2.5.

**Level 2 Support** - Resolution of an incident or service request achieved by a Service Desk Agent or Technician remotely for incidents and service requests as defined in Exhibit 2.5.

**Level 3 Support** – Resolution support provided by the Original Equipment Manufacturer (OEM) and/or product manufacturer for services defined in **Exhibit 2.5.**

**Laptop** – a discrete computer device that includes internal or directly attached monitor, storage devices, GPS units, internet modems, wireless network/cellular technologies and other commonly used peripherals.

**Local Time** – Central Standard Time or Central Daylight Savings Time, as applicable.

**Managed Agreements** – City third-party agreements that are administered by Unisys for the benefit of the City, in which the City is financially and legally responsible for the agreement with the relevant third party.

**Managed Security Services** - A baseline of security services provided by Unisys to manage the security of the IT infrastructure supported by Unisys.

**Managed Third Party Expenses** – any valid third party expense arising from a Managed Agreement.

**Milestone Default** – failure of Unisys to meet a Transition Plan Milestone set forth in **Exhibit 2, Appendix G** for which Unisys is responsible.

**Milestone Default Credit** – the monetary amount that Unisys shall issue to City (or apply against Monthly Base Charges) in the event of a Milestone Default.

**Minimum Refresh Commitment Equipment** – has the meaning set forth in Section 3.2(c) of **Exhibit 4.**

**Mobile Device** – any discreet, handheld device that is capable of connection to the City's network through direct or wireless methods. In addition to multi-media data capabilities it may also include voice, GPS, and multiple connection technologies and common peripherals.

**Modified Services** – has the meaning set forth in Section 8.2(a) of Part III to the Agreement.

**Monthly Base Charge** – the fixed monthly charges specified in **Table I of Exhibit 4, Appendix A** to be paid to Unisys by City for the Services.

**Operating Performance Indicator** – a service level that shall be measured and is not subject to Service Level Credits.

**OPI** – Operating Performance Indicator.

**Parties or Party** – the two signatories of the Agreement, Unisys and City, or in singular mode refers to either Unisys or City.

**PDA** – Personal Digital Assistant.

**PMO** – Project Management Office.

**PPSG** – Policies, Procedures and Standards Guide

**Premium Service** – VIP level end user and Service Desk support as set forth in **Table III of Exhibit 4, Appendix A.**

**Prime Hours** – 6 AM to 6 PM Monday through Friday Local Time, excluding City designated holidays.

**Productive Hours** – means the number of productive hours actually worked by a Unisys employee or Subcontractor employee, excluding non-productive time (which non-productive time includes travel, vacation, holiday, training, education, marketing, administrative staff meetings, medical leave and military leave) to provide the Services.

**RCA** – Root Cause Analysis

**Reduced Resource Credit** – has the meaning set forth in Section 2(b) of Exhibit 4.

**Regionalization** – has the meaning set forth in Section 8.1(d) of Part III to the Agreement.

**Remote Access** – Performing diagnostics and/or troubleshooting efforts to resolve an end user incident as defined Exhibit 2.5

**Renewal Term** – has the meaning set forth in Article I of Part I to the Agreement.

**Reporting Window** – means the time during, or frequency by, which a Service Level shall be measured and calculated.

**Resource** – has the meaning set forth in Section 2(b) of Exhibit 4.

**Resource Unit** – has the meaning set forth in Section 2(b) of Exhibit 4.

**Responsible Executive** – has the meaning set forth in Section 3 of Exhibit 5.

**Retained Expenses** – has the meaning set forth in Section 10 of Exhibit 4.

**Retired Equipment** – has the meaning set forth in Section 4.2 of Part III to the Agreement.

**Root Cause Analysis** – a class of problem solving methods aimed at identifying the root causes of problems or events.

**RRC** – Reduced Resource Credit.

**RRC Fixed Rate** – the amount credited to City for each RRC received from January 2008 through December 31, 2010 set forth in Exhibit 4, Appendix A, Table 1A.

**RRC Variable Rate** – the amount credited to the City for each RRC received from January 3, 2011 through December 31, 2015 set forth in Exhibit 4, Appendix A, Table III.

**RRC Point** – has the meaning specified in Section 2(d)(vii)(1) of Exhibit 4.

**Second Notice** – has the meaning set forth in Section 20.1 of Part III to the Agreement.

**Service Level** – Unisys performance levels defined in Exhibit 2 and specified Exhibit 2, Appendix A.

**Service Level Credit** – the monetary amount that Unisys shall issue to City (or apply against Monthly Base Charges) in the event of a Service Level Default for KPIs, as described in Exhibit 2, Appendix L.

**Service Level Default** – the failure of Unisys to meet the specified Service Level for a KPI or OPI.

**Service Level Reporting Period** – each six-month period during the Term of the Agreement and Termination Assistance Period commencing upon the Effective Date.

**Service Management Committee** – joint City/Unisys body of representatives which shall be identified by the Responsible Executives and shall be comprised asset forth in **Exhibit 5**.

**Services** – the outsourcing and managed network services consistent with the terms and conditions of the Agreement and the Exhibits and Appendices hereto to be performed by Unisys.

**Severity 1** – a disruption to the Business Critical Applications or Business Critical IT services environment where business functions or applications are unusable or unavailable and no workaround is available, impacting an organization or a significant number of City end users, clients and/or customers.

**Severity 2** – (i) a disruption to the Business Critical Applications or Business Critical IT services environment where business functions or applications are impaired but operable, impacting an organization or smaller set of City end users, clients and/or customers, or (ii) a disruption to the non-business critical IT services environment where business functions or applications are unusable or unavailable and no workaround is available, impacting City end users, clients and/or customers.

**Severity 3** – a disruption to the Non-Business Critical Applications or Non-Business Critical IT services environment where business functions or applications are unavailable or impaired but operable, impacting a single end user or client.

**Software** – all System Software and Application Software and any related documentation.

**SOW** – **Exhibit 2**, Statement of Work and the Appendices and Attachments referenced therein.

**Standard Image** – End User desktop or laptop image(s) approved for deployment, re-image, or refresh as identified in **Exhibit 2.5**.

**Subcontractors** – those third-party contractors under contract to Unisys to deliver portions of the Services on behalf of Unisys identified in **Exhibit 2, Appendix K**.

**System Software** – all operating system software, data communications software and the various utilities and supporting documentation utilized at the Unisys Service Locations or City Premises, including but not limited to, programs, input and output formats, program listings, system flowcharts, narrative descriptions and operating instructions, and shall include tangible media upon which such programs are recorded.

**Target Service Level** – the expected level of performance for a KPI or OPI, as set forth in **Exhibit 2, Appendix L, Attachment 1**.

**Term of the Agreement** – the period of time specified in Article I of Part I to the Agreement, unless terminated earlier as set forth in the Agreement.

**Termination Assistance Period** – a period of time that is mutually agreed to by the Parties that commences upon the effective date of termination pursuant to Section 20 of Part III to the Agreement.

**Termination Charges** – the Breakage Fee and Wind-Down Costs forth in Tables VI and VII in Exhibit 4, Appendix A that City may be obligated to pay Unisys upon termination of the Agreement.

**Tower** – an aggregation of similar services comprising any one of the services identified in Exhibits 2.1 to 2.8 in Exhibit 2 (i.e., Asset Management, Cross-Functional Services, Data Center Hosting, E-Mail and Messaging, End User Services, General Management Services, and Network Services).

**Transition Plan** – the initial activities required by Unisys to enable, implement, and deliver the Services, as defined in Exhibit 2, Appendix G.

**UCaaS** – Unified Communications as a Service provides messaging services leveraging a shared Unisys hosted messaging platform that manages messaging on a per mailbox resource unit. The support consists of pre-defined service levels, security, capacity, continuity, software, hardware, storage, and networking, and service management leveraging a shared and scalable messaging infrastructure.

**UCaaS Archive & eDiscovery** - the service that enables designated End Users and Administrators to retrieve e-mail messages by searching an email specific archive through a web-based client and to save and reuse search queries.

**UCaaS Mailbox** – the service of providing the use of hosted Microsoft Exchange software.

**UCaaS OCS** – the service of providing the use of hosted Microsoft Office Communications Server software

**UDP** – User Datagram Protocol.

**Unisys** – Unisys Corporation.

**Unisys Equipment** – the equipment identified in Exhibit 2, Appendix C as either Tier 1 End-User Supported Hardware, Tier 2 End-User Supported Hardware, Enterprise Servers or Network Hardware which is either owned or leased by Unisys and which will be used by Unisys to perform the Services. Unisys Equipment excludes Unisys Service Equipment.

**Unisys Materials** – has the meaning set forth in Section 15 of Part III to the Agreement.

**Unisys Shared Storage** – Provides storage as a service utilizing a shared infrastructure hosted and managed by Unisys. Unisys will manage the storage lifecycle and capacity demand providing the City with storage based on a per gigabyte resource unit.

**Unisys Service Equipment** – Unisys-owned equipment, tools, diagnostic products, and proprietary documentation utilized by Unisys in performing maintenance and support Services.

**Unisys Service Location** – Unisys owned or leased service locations at which the Services are provided (or any other Unisys Service Location to which the Services may be relocated pursuant to a Regionalization), as listed in **Exhibit 2, Appendix J**.

**Unisys Service Locations** – the locations from which Unisys may provide Services under this Agreement identified in **Exhibit 2, Appendix J** as the same may be amended or supplemented in accordance with Sections 3 or 8.1(e) of Part III to the Agreement.

**Unisys Software** – the software identified in **Exhibit 2, Appendix C** as either Tier 1 Unisys-Supported Software or Tier 2 Unisys-Supported Software, which is either owned or licensed by Unisys and will be used by Unisys to provide the Services.

**VIP** – designation given to City executives and end user for purposes of denoting elevated support levels as defined in **Exhibit 2.5** and **Exhibit 2.8**.

**Virtual Server Image** – a software implementation (or instance) of a hardware-like architecture, which executes predefined instructions in a fashion similar to a physical central processing unit.

**Wind-Down Cap** – has the meaning set forth in Section 11(a) of **Exhibit 4**.

**Wind-Down Costs** – has the meaning set forth in Section 11(b) of **Exhibit 4**.

**EXHIBIT 2**  
**SOW SERVICE DESCRIPTION**

## 1. OVERVIEW

The Services include: (i) services, functions and responsibilities identified in this Exhibit 2 and the appendices hereto; and (ii) the additional services, functions and responsibilities described in other provisions of the Agreement, each as required to meet applicable Service Levels and other performance standards, and as each may evolve or be supplemented, enhanced, modified or replaced in accordance with the Contract Amending process or other terms of the Agreement.

### Exhibit Document Numbers

- Exhibit 2.1 - Asset Management Services
- Exhibit 2.2 - Cross Functional Services
- Exhibit 2.3 - Data Center Hosting
- Exhibit 2.4 - E-mail and Messaging Services
- Exhibit 2.5 - End User Services
- Exhibit 2.6 - General Management Services
- Exhibit 2.7 - Network Services
- Exhibit 2.8 - Service Desk

Infrastructure Services generally consist of services designed to manage, improve and maintain City's infrastructure in accordance with City's applicable standards, procedures and instructions in effect from time to time and applicable legal and regulatory requirements.

Ref #	Activity	Responsibility
<b>AMS</b>	<b>Asset Management Services</b> - This Asset Management Services area applies to all of the services described in this Statement of Work.	
AMS 1	Upgrading and replacing Equipment and Software (“Refresh”) is required throughout the Term, for purposes including City of Minneapolis business requirements; technological obsolescence or failure; volume changes; ability to increase efficiency; ability to increase security; ability to lower costs; and/or the need to maintain required Third Party Vendor support. Other assets to be refreshed are described elsewhere in the agreement documents (see Financial Responsibility Matrix). Common end-user devices to be refreshed include:	Unisys
	(1) Desktop – a discreet computer device that includes internal or directly attached monitor(s), storage devices, internet modems, wireless network/cellular connection technologies, and other commonly used peripherals.	
	(2) Laptop - a discreet computer device that includes internal or directly attached monitor, storage devices, GPS units, internet modems, wireless network/cellular technologies and other commonly used peripherals.	
	(3) PDA, also known as, Mobile Device - any discreet, handheld device that is capable of connection to the City's network through direct or wireless methods. In addition to multi-media data capabilities it may also include voice, GPS, and multiple connection technologies and common peripherals	
AMS 2	Deployment of Equipment and Software associated with any Refresh will be in accordance with the standards of City of Minneapolis’s technical architecture, City of Minneapolis Application and Infrastructure Security Standards and Long Range IT Plan.	Unisys
AMS 3	Refresh will be performed throughout the Term in accordance with the timeframes and other requirements. The timeframes and other requirements associated with Refresh, and the financial responsibility for the underlying assets, are provided in the Financial Responsibility Matrix and in the Pricing And Charges Methodology.	Unisys
AMS 4	City of Minneapolis reserves the right to modify the Refresh timeframes and requirements during the Term based on its business requirements, subject to the Change Control procedures.	City of Minneapolis
AMS 5	Coordinate with City of Minneapolis end-users concerning refresh timelines	Unisys

Ref #	Activity	Responsibility
AMS 6	Refresh the assets during the Term, assume responsibility for the assets, the implementation, and ongoing support.	Unisys
AMS 7	Intentionally Blank	
AMS 8	Where City of Minneapolis is financially responsible for Equipment and Software used in conjunction with the Services, Unisys will implement and support the new assets provided by City of Minneapolis.	Unisys
AMS 9	Regardless of the ownership of underlying assets, Unisys will:	Unisys
	(1) Provide personnel adequately trained in the use of the Equipment and Software to be deployed as part of the Refresh. Such training will occur prior to the Refresh.	Unisys
	(2) Provide minimal disruption to City of Minneapolis's business operations associated with technology Refresh.	Unisys
	(3) Use best practices and effective automation tools during Refresh deployment.	Unisys
	(4) Perform all changes to Equipment and Software in accordance with Change Management procedures.	Unisys
	(5) Implement security patches needed to remove or reduce security weaknesses.	Unisys
AMS 10	Provide City of Minneapolis with answers and advice related to potential Equipment and Software acquisitions. Assist in projecting future volume, commercial direction and market changes that could impact the City of Minneapolis' hardware and software use strategy.	Unisys
AMS 11	Provide reasonable access to specialists within the Unisys organization as needed, to assist City of Minneapolis to develop and update the Long Range IT Hardware and Software Platform Plan. While City of Minneapolis will be primarily responsible for this plan, Unisys will serve as a key collaborator. The Long Range IT Hardware and Software Platform Plan will be developed on an annual basis, and will include a rolling three (3) year projection of anticipated changes (subject to City of Minneapolis business and planning requirements).	Unisys
AMS 12	Proactively identify commercial strategies and approaches for future IT device and software choices that the Unisys believes will provide City of Minneapolis with competitive advantages and may result in increased efficiency, performance, security or cost savings.	Unisys
AMS 13	Provide advice on compatibility, configuration, security, or integration requirements.	Unisys
AMS 14	Coordinate and integrate activities with the Service Desk to provide a seamless, responsive process for all End Users.	Unisys

Ref #	Activity	Responsibility
AMS 15	Provide the Service Desk with information and answers to frequently asked questions (FAQs) regarding Equipment and Software orders.	Unisys
AMS 16	Provide data related to Software Catalogue, and Hardware Catalogue on a timely basis.	Unisys
AMS 17	Where possible, provide End Users with an estimated timeframe to procure, deliver, and/or install the equipment or Software.	Unisys
AMS 18	Provide End Users with information regarding the authority level required to order the equipment, Software or service.	Unisys
AMS 19	Provide End Users with any templates that the End User is required to complete and obtain required approval(s) prior to ordering the equipment, Software, or service.	Unisys
AMS 20	Where Unisys is financially responsible for any underlying equipment, Software, or activities related to the Services, perform all tasks associated with its procurement orders, tracking, and verification activities.	Unisys
AMS 21	Where City of Minneapolis is financially responsible for any underlying equipment, Software, or activities related to the Services, perform and/or assist in the procurement order processing, tracking, and verification process. City of Minneapolis will remain responsible for payments directly to the Third Party Vendors providing the product or service.	City of Minneapolis
AMS 22	Recommend and implement unique support needs of individual End Users as approved by the City of Minneapolis.	Unisys
AMS 23	Be proactive in determining any changes to a delivery date, preparatory date(s), and/or installation date(s), and communicate any anticipated changes to the affected End User(s) as soon as possible.	Unisys
AMS 24	Assist in requests from City of Minneapolis accounts payable, procurement, finance, or any other functions that have an interest in the products procurement process.	Unisys
AMS 25	Provide Services associated with the delivery and staging of in-scope equipment and Software.	Unisys
AMS 26	Provide timely input into required systems to provide accurate inventory management. An IMAC will not be considered complete unless the ITAM is updated.	Unisys
AMS 27	Maintain the accuracy of the Equipment Register by executing the following activities:	
	(1) Perform an initial physical inventory on in-scope supported equipment to the City's satisfaction within 60 days of Effective Date. The results of the initial physical inventory shall populate the Equipment Register	Unisys

Ref #	Activity	Responsibility
	(2) Update the Equipment Register as required based upon additions, deletions, and changes to equipment records throughout the term of the agreement.	Unisys
	(3) Each piece of equipment in the Equipment Register shall constitute a Data Record. The data elements within each Data Record must be correct for the Data Record to be considered accurate	Unisys
	(4) Select and validate a random sample of 10% of the Data Records in the Equipment Register to ascertain the accuracy of the Equipment Register annually.	Unisys
	(5) If 95% or more of the sampled Data Records in any annual random sampling are accurate, the Equipment Register shall be considered accurate and Unisys will be excused of its obligation to perform a full physical inventory during the coming year. If less than 95% of the sampled Data Records in any random sampling under AMS (6) are accurate, the Equipment Register shall be considered inaccurate and Unisys shall perform a full physical inventory, at Unisys sole expense, within 60 days of the City's request.	Unisys
	(6) The City has the right to conduct its own random test using the same methodology described in steps 3-5 above.	City of Minneapolis
	(7) If less than 95% of the City's sampled Data Records in any sampling under AMS 26(6) are accurate, the Equipment Register shall be considered inaccurate and Unisys shall perform a full physical inventory, at Unisys sole expense, within 60 days of the City's request.	Unisys
AMS 28	Enable City of Minneapolis's goal through outsourcing of deriving the maximum value from assets while actively managing the total cost of ownership	Unisys
AMS 29	Provide well-integrated asset repositories, along with the processes and exception reporting to maintain their accuracy - collectively, an Information Technology Asset Management (ITAM) tool. This system will track (i) all software residing on Unisys tagged assets and (ii) Unisys tagged hardware in use in the City of Minneapolis and also used for the benefit of the City of Minneapolis without regard to equipment ownership. The system will facilitate Unisys-provided processes that support auto discovery, facilitate effective deployment and re-use of City of Minneapolis and Unisys-owned technology assets, and enable a common view in terms of information access and presentation by City of Minneapolis and Unisys.	Unisys
AMS 30	Provide capability for City of Minneapolis to generate ad hoc reports from the ITAM tool to track software residing on assets supported by Unisys for the purpose of auditing or project analysis.	Unisys

Ref #	Activity	Responsibility
AMS 31	Provide City of Minneapolis with reports derived from the ITAM, producing periodic reports on the first and fifteenth of every month using formats & media approved by City of Minneapolis, and responding in a timely manner to queries and requests concerning the inventory data or supporting information. Provide the City of Minneapolis with a comma separated values (CSV) extract of the database as requested.	Unisys
AMS 32	Schedule and complete this inventory in accordance with the Transition Plan document.	Unisys
AMS 33	Verify that the tool adheres to the City of Minneapolis Application and Infrastructure Security Standards.	Unisys
AMS 34	Electronically link, where feasible, asset inventory tools, data and processes, to the Problem Request, Computer Aided Facility Management (CAFM) and Change Management Systems. Where electronic linking is not feasible, Unisys will provide an electronic copy of the data to the City.	Unisys
AMS 35	(1) Assets records will be linked to each other showing the logical relationships between assets for each Service	Unisys
AMS 36	(2) All changes to the ITAM Asset database will be managed via the change management process	Unisys
AMS 37	Complete annual physical inventory and updating the ITAM Asset Inventory and Management System. The City of Minneapolis may request an additional physical inventory each year of the agreement.	Unisys
AMS 38	The Unisys inventory management system and processes must have a constant level of accuracy, a perpetual inventory, sufficient to support the City of Minneapolis needs. This system will track all hardware and software in use in the City of Minneapolis and also used for the benefit of the City of Minneapolis without regard to ownership.	Unisys
AMS 39	Conduct ongoing inventory reconciliation via random physical inventory verifications, verifications of local inventories when performing Equipment installations, and through Service Desk calls.	Unisys
AMS 40	Verify inventory information upon an End User's request for on-site service and during each on-site service call.	Unisys
AMS 41	Regardless of ownership, manage compliance with all Software licenses by monitoring and auditing all Software use, regardless of financial responsibility for the Software. Reconcile software install counts with the available current license counts.	City of Minneapolis
AMS 42	Proactively monitor the use of the Software in order to maintain strict compliance, including:	Unisys

Ref #	Activity	Responsibility
	(1) Provide City of Minneapolis a monthly report of all Software installed as identified by SMS and its successors that is associated with the Services and City of Minneapolis Software.	Unisys

Ref #	Activity	Responsibility
	(2) Where Unisys is financially responsible for Software associated with the Services, providing the Software and acquiring the correct number of the licenses to be compliant with Third Party Vendor requirements.	Unisys
	(3) Provide a monthly report identifying the presence of any unauthorized or non-standard Software.	Unisys
	(4) Utilize tools such as an enterprise management system, asset discovery and remote monitoring agents to assist in its monitoring efforts, subject to City of Minneapolis's approval of all such tools.	Unisys
	(5) To the extent enabled by the City of Minneapolis-approved enterprise management system provided by Unisys, performing the following activities:	
	(a) Checking the presence and version of Software installed on a particular device.	Unisys
	(b) As may be requested by the City of Minneapolis – Unisys will obtain Pricing Information from City of Minneapolis Software Reseller.	Unisys
AMS 43	Unisys will help City of Minneapolis respond to all internal (City of Minneapolis) and external software audits (Government or other) in a timely fashion.	Unisys
AMS 44	Provide data for audits of ARCs/RRCs, to include asset tag information, per City of Minneapolis specifications	Unisys
AMS 45	Perform ARC/RRC audit as necessary	City of Minneapolis
AMS 46	Proactively identifying strategies and approaches that will result in the elimination of unnecessary Equipment or Software, or modifications to existing Equipment and Software that the Unisys believes will provide City of Minneapolis with competitive advantages, increased efficiency, increased performance, or cost savings. (For example, eliminating redundant Equipment; deploying handsets that can utilize a single line for voice and data; consolidating multiple PCs where a single unit would satisfy City of Minneapolis's needs etc., identifying low cost application alternatives, purchasing all software centrally, re-harvesting/pooling software licenses).	City of Minneapolis
AMS 47	On a semi-annual basis, formally identifying and reviewing with City of Minneapolis the efficiency opportunities that the Unisys has observed during the course of providing the Services, and/or reviewing changes that have already been made with the approval of City of Minneapolis.	Unisys
AMS 48	Validate that recommendations for increased efficiency will be made regardless of the Party (either the Unisys or City of Minneapolis) that has financial responsibility for an underlying asset.	Unisys

Ref #	Activity	Responsibility
AMS 49	Perform de-installation and/or re-deployment of Equipment in accordance with Change Management procedures; complying with backup requirements and including permanent removal of any City of Minneapolis Software or data that may exist on storage media (either fixed, removable, or shared).	Unisys
AMS 50	Upon redeployment or disposal of Equipment, make the necessary changes in the Asset Inventory and Management System. Disposal of equipment must be completed in accordance with the City of Minneapolis security standards.	Unisys

Ref #	Activity	Responsibility	Unisys Comments
<b>LRSP</b>	<b>Long Range and Strategic Planning</b>		
LRSP 1	Establish strategy and guidelines for all supported services	City of Minneapolis	
LRSP 2	Support the development of strategy and guidelines for all supported services	Unisys	
LRSP 3	Establish strategy and governance for management of IT Standards	City of Minneapolis	
LRSP 4	Support the development of strategy and governance for management of IT Standards	Unisys	
LRSP 5	Establish strategy and governance for management of Reusable Assets	City of Minneapolis	
LRSP 6	Support the development of strategy and governance for management of Reusable Assets	Unisys	
LRSP 7	Establish strategy and governance for management of Enterprise Architecture	City of Minneapolis	
LRSP 8	Support the development of strategy and governance for management of Enterprise Architecture	Unisys	
LRSP 9	Provide compliance metrics for IT Standards and Reusable Assets	Unisys	
LRSP 10	Provide Total Cost of Ownership (TCO) analysis to the City of Minneapolis	Unisys	
LRSP 11	Application planning and Architecture functions and responsibilities	City of Minneapolis	
LRSP 12	Assist in the development and updating of the long-range, comprehensive plan for City of Minneapolis's information technology (IT) systems, processes, technical architecture and standards ("Long Range IT Plan"). While City of Minneapolis will be primarily responsible for this plan, Unisys will serve as a key collaborator for the systems supported by Unisys and as a thought leader for IT in an encompassing way and will proactively present industry best practice approaches to the City of Minneapolis. The Long Range IT Plan will be developed on a rolling calendar basis, and will include an 18-24 month projection of anticipated changes (subject to City of Minneapolis business and planning requirements).	Unisys	
LRSP 13	Translate business goals and strategic objectives into tactical single year and strategic multi-year plans	City of Minneapolis	
LRSP 14	Work with City of Minneapolis to align IT strategies with industry best practices in order to understand, develop, and confirm the City of Minneapolis' future business and IT requirements.	Unisys	
LRSP 15	Assist in projecting future volume, technology, and geographic changes that could impact City of Minneapolis's systems and technical architecture.	Unisys	

Ref #	Activity	Responsibility	Unisys Comments
LRSP 16	Identify potential solutions candidates and requirements for the deployment of new technology or automation of tasks associated with the Services and/or City of Minneapolis business processes supported by Unisys, and proactively submit proposals to City of Minneapolis for its review and approval.	Unisys	
LRSP 17	Support City of Minneapolis in the discussion and presentation of potential new technology product and service offerings.	Unisys	
LRSP 18	Participate in cross-functional, cross-group and cross-location communications related to new technology and automation.	Unisys	
LRSP 19	Proactively identify strategies and approaches for future IT delivery that Unisys believes will provide City of Minneapolis with increased efficiency, performance, or cost savings.	Unisys	
LRSP 20	Approve activities related to the development and implementation of strategies and approaches for future IT delivery	City of Minneapolis	
LRSP 21	Provide input into City of Minneapolis' high-level schedules and cost benefit analysis activities.	Unisys	
LRSP 22	As part of each planning cycle, provide specific, short-term steps and schedules for projects or changes expected to occur for the services and equipment supported by Unisys.	Unisys	
LRSP 23	Complying with City of Minneapolis' Equipment and Software architecture and standards, and providing inputs to City of Minneapolis to continuously keeping City of Minneapolis's technical architecture current.	Unisys	
LRSP 24	Provide reasonable access to specialists within Unisys organization as needed, to assist City of Minneapolis in developing and updating the long range plan.	Unisys	
LRSP 25	Analyze and understand business requirements provided by the City of Minneapolis and combine with enterprise Architectures frameworks, the Enterprise Solutions Architecture and the Master Data Model to continue to improve the infrastructure Architecture.	Unisys	
LRSP 26	Participate in Architectural and Standards Review as requested	Unisys	
LRSP 27	Translate requirements and business plans into tactical plans	Unisys	
LRSP 28	Support and participate in audit compliance	Unisys	
LRSP 29	Research tools to improve service levels or performance of operating environments	Unisys	
LRSP 30	Keep abreast of and provide recommendations on technology trends and issues directly impacting the City of Minneapolis	Unisys	
LRSP 31	Forecast usage and develop plans in support of business changes	City of Minneapolis	

Ref #	Activity	Responsibility	Unisys Comments
LRSP 32	Provide support for the technical, infrastructure and application Architecture based on governance and approval of the City of Minneapolis IT	Unisys	
LRSP 33	Develop and update technical and infrastructure architecture standards based on business needs	Unisys	
LRSP 34	Approve updated technical and infrastructure architecture standards	City of Minneapolis	
LRSP 35	Provide advisory services to City as it relates to the impact of infrastructure on the enterprise data model	Unisys	
LRSP 36	Provide support in the development of reusable assets	Unisys	
LRSP 37	Approve effective sharing, distribution, security control and maintenance of data across the enterprise	City of Minneapolis	
LRSP 38	Develop and recommend long-term development strategies and roadmap suggestions and present to the City of Minneapolis	Unisys	
LRSP 39	Approve long-term development strategies and roadmaps	City of Minneapolis	
LRSP 40	Provide advisory services to the CoM as it relates to the impact of infrastructure on Portfolio Management	Unisys	
LRSP 41	Provide support in the development and implementation of a Balanced Scorecard	Unisys	
LRSP 42	Provide support in the design, build and implementation of a IT Governance model	Unisys	
LRSP 43	Support and participate in the PMO processes	Unisys	
EAT	Evaluation and Testing		
EAT 1	Meet the City of Minneapolis evaluation and testing requirements.	Unisys	
EAT 2	Evaluate and test supported Software and related products or Services prior to their use or deployment in City of Minneapolis's environment.	Unisys	
EAT 3	Review, reject, or approve Unisys recommendations resulting from the activities documented in EAT 2.	City of Minneapolis	
EAT 4	Participate in evaluations involving new Third Party software products and related services.	Unisys	
EAT 5	Upon reasonable request, provide corporate reports, summaries, or results of its evaluation and testing of Third Party software products and related services.	Unisys	
EAT 6	Assist in City of Minneapolis's benchmarking activities for new types of equipment and Software (including testing of various configurations and combinations of equipment and Software) that may be considered for deployment within City of Minneapolis.	Unisys	

Ref #	Activity	Responsibility	Unisys Comments
EAT 7	Assist in the determination of inter-operability and performance measures for specific configurations of equipment and/or Software, including unit testing; systems integration testing; connectivity testing; load testing; and applications integration testing.	Unisys	
EAT 8	Identify, support and coordinate as necessary with other City of Minneapolis IT functions and Third Party Vendors, any specific equipment, Software and/or telecommunications services required for interoperability and performance testing.	Unisys	
EAT 9	Performing evaluation and testing in any or all of the City of Minneapolis related environments prior to deployment:	Unisys	
EAT 10	Assist the City of Minneapolis in evaluating and testing new technologies by, wherever possible, leveraging Unisys' own laboratories to simulate the City of Minneapolis' environment, leveraging testing results, and leveraging reports in order to minimize the cost of testing to City of Minneapolis.	Unisys	
EAT 11	Provide a complete test plan and contingency backup procedures for City of Minneapolis' approval prior to testing.	Unisys	
EAT 12	Report test findings and recommendations to City of Minneapolis. Unisys will provide evidence of successful testing prior to and as a condition of the City of Minneapolis approval of any migration to production.	Unisys	
<b>TC</b>	<b>Technical Currency</b>		
TC 1	Meet all City of Minneapolis technical currency requirements.	Unisys	
TC 2	City of Minneapolis will be financially and operationally responsible for refresh of out of scope Software and Equipment at City of Minneapolis, in accordance with timeframes and other requirements as determined by City of Minneapolis.	City of Minneapolis	
TC 3	Unisys will be financially and operationally responsible for refresh of in scope Software and Equipment at City of Minneapolis, in accordance with timeframes and other requirements as determined by City of Minneapolis.	Unisys	
TC 4	City of Minneapolis reserves the right to modify the refresh timeframes and requirements during the Term based on its business requirements, subject to the Change Control procedures.	City of Minneapolis	
<b>SC</b>	<b>Software Currency and Release Levels</b>		
SC 1	Unless otherwise directed by City of Minneapolis, provide and support Software under Unisys operational responsibility at the most recently released and generally available version of the Software (the "n" release level).	Unisys	

Ref #	Activity	Responsibility	Unisys Comments
SC 2	Unisys shall be relieved of service level obligations for software older than n-1. Unisys support for end-of-support-life software shall be on a best efforts basis and is subject to additional charges beginning January 1, 2010.  As directed by City of Minneapolis, support release n-1 and earlier versions of the Software for the longer of:	Unisys	
a	The thirty-six (36) month period following version n's general public availability.	Unisys	
b	The time the Third Party Vendor ceases to support or reduces support for such version.	Unisys	
c	A time period specified by City of Minneapolis.	Unisys	
SC 3	Use commercially reasonable efforts to support Software that is no longer supported by the Third Party Vendor.	Unisys	
SC 4	Provide support for all Software versions and release levels that exist as of the Effective Date until otherwise directed by City of Minneapolis.	Unisys	
<b>SM</b>	<b>Software Maintenance</b>		
SM 1	Will meet all City of Minneapolis Software maintenance requirements.	Unisys	
SM 2	At the request of City of Minneapolis, coordinate and manage all Third Parties that provide maintenance-related support for Software used in conjunction with the Services and perform these responsibilities regardless of the Party (Unisys or City of Minneapolis) that has financial responsibility for the underlying asset and maintenance expenses.	Unisys	
SM 3	Perform all maintenance of Software in accordance with Change Control procedures, and scheduling same to minimize disruption to City of Minneapolis' business.	Unisys	
SM 4	Where Unisys is financially responsible for the underlying equipment or Software maintenance expense, provide or arrange for qualified Third Parties to provide maintenance for such equipment and Software.	Unisys	
SM 5	Provide such maintenance as necessary to keep the assets in good operating condition and in accordance with manufacturer's specifications or other agreements as applicable, so that such assets will qualify for the manufacturer's standard maintenance plan upon sale or return to a lessor.	Unisys	
SM 6	Provide maintenance for Software as necessary to meet specified Service Levels.	Unisys	
<b>EOS</b>	<b>Equipment Operations &amp; Support</b>		

Ref #	Activity	Responsibility	Unisys Comments
EOS 1	Specific operational responsibilities for various categories of Equipment are described in the Statement of Work and in the Financial Responsibility Matrix (FRM).	Unisys	
EOS 2	Be responsible for the operations and support of Development hardware as it relates to the development, test, QA and production platforms for servers.	Unisys	
<b>SOS</b>	<b>Software Operations &amp; Support</b>		
SOS 1	Specific operational responsibilities for various categories of Software are described in the Statement of Work and in the Financial Responsibility Matrix (FRM).	Unisys	
SOS 2	Be responsible for the operations and support of Development hardware as it relates to the development, test, QA and production platforms for servers. This includes but is not limited to operations and software support related to all in scope infrastructure, network and server related operating system software as well.	Unisys	
<b>SS</b>	<b>Software Support</b>		
SS 1	Meet the City of Minneapolis Software support requirements.	Unisys	
SS 2	Support all Software, excluding Applications supported by City of Minneapolis retained staff or other Third Parties, as required and in accordance with City of Minneapolis technical architecture standards.	Unisys	
SS3	Support Software at prescribed release levels or as directed by City of Minneapolis.	Unisys	
<b>VP</b>	<b>Virus Protection</b>		
VP 1	Meet the City of Minneapolis virus protection requirements	Unisys	
VP 2	Install, update, operate and maintain virus protection Software on all equipment at Unisys site(s) and City of Minneapolis' site(s) used to deliver or support the Services.	Unisys	
VP 3	Install updates to virus-protection Software as needed or as directed by City of Minneapolis, and no later than twenty-four (24) hours after such updates are made available to Unisys (or qualified Third Parties selected by Unisys and approved by the City of Minneapolis).	Unisys	
VP 4	Perform virus scans on all in bound and out bound emails.	Unisys	
VP 5	Upon detection of a virus, take immediate steps to notify the City of Minneapolis Service Desk and City of Minneapolis Contract Manager, assess the scope of damage, arrest the spread and progressive damage from the virus, eradicate the virus; and (to the greatest extent possible) restore all data and Software to its original state.	Unisys	

Ref #	Activity	Responsibility	Unisys Comments
VP 6	Provide the capability to scan end user storage media for viruses upon demand.	Unisys	
VP 7	Develop any plans necessary to provide virus protection.	Unisys	
VP 8	Provide consulting services for virus protection.	Unisys	
VP 9	Respond to virus incidents.	Unisys	
VP 10	Provide proactive alerts to Authorized Users relative to current virus threats either specific to City of Minneapolis's environment, encountered in Unisys's environment, or based on industry information.	Unisys	
<b>OTPSS</b>	<b>Ongoing Third Party Software Support</b>		
OTPSS 1	Describe how it will meet the ongoing Third Party Software support requirements contained in this Exhibit.	Unisys	
OTPSS 2	Monitor recommended and required corrections to Software from Third Party Software vendors.	Unisys	
OTPSS 3	Install Third Party supplied corrections and patches to all Software as necessary with expedited treatment of critical security patches.	Unisys	
OTPSS 4	Verify compatibility or special requirements before widespread installation.	Unisys	
OTPSS 5	With respect to City of Minneapolis-developed applications, distribute Software, install Software and install upgrades as required by City of Minneapolis.	Unisys	
OTPSS 6	Provide updated scripts for the City of Minneapolis Service Desk.	Unisys	
OTPSS 7	Recommend and implement unique support needs of individual End Users as approved by the City of Minneapolis.	Unisys	
PTPSS 8	Intentionally Blank		
OTPSS 9	Maintain a library of documentation that reflects the complexity and diversity of the environment and enhances the Software support process.	Unisys	
OTPSS 10	Recommend appropriate methods and tools to improve and increase automation in City of Minneapolis's environment, and work with City of Minneapolis to research, evaluate and implement such tools and methods.	Unisys	
OTPSS 11	Utilize productivity tools and utilities.	Unisys	
OTPSS 12	Store copies of Master Software, licenses and keys to be provided by the City of Minneapolis (with no responsibility to retain the original copy or key for the City of Minneapolis owned software) in a secure location.	Unisys	
OTPSS 13	Prior to the start of each calendar quarter, give notice to and obtain approval from the City of Minneapolis of all major installations and upgrades of Software that are planned to occur in the quarter for which notice is being given.	Unisys	
OTPSS 14	Consult with City of Minneapolis on the timing for implementing Software upgrades, to be determined by City of Minneapolis.	Unisys	
<b>RF</b>	<b>Resources and Facilities</b>		

Ref #	Activity	Responsibility	Unisys Comments
RF 1	Describe its anticipated requirements for City of Minneapolis Provided Hardware, Data Center space, Office Furnishings, test data and other facilities and office services necessary to support this environment and Unisys's other need, the duration of those requirements and any upgrades or modifications to any City of Minneapolis facilities that it requires.	Unisys	
	a. - Approve and provide defined resources as negotiated	City of Minneapolis	
RF 2	If the Unisys proposed solution involves the use of Unisys facilities or services to be shared with other Unisys customers, Unisys will describe in detail Unisys suggested standards and process for regulating change to the environment and accommodating City of Minneapolis's specific needs.	Unisys	
<b>Physical Security Control</b>			
PS 1	Develop and provide security processes and controls regarding facilities, equipment and software to meet or exceed City of Minneapolis physical security standards and procedures	Unisys	
PS 2	Obtain City of Minneapolis approval prior to implementing any new physical security provisions or changes	Unisys	
PS 3	Comply with City of Minneapolis's physical security requirements set forth in City of Minneapolis standards for facilities under City of Minneapolis' control	Unisys	
PS 4	Perform physical security functions in accordance with City of Minneapolis physical security standards for facilities under Unisys's control	Unisys	
PS 5	Grant and terminate access of approved personnel (including Unisys Personnel and City of Minneapolis End Users who have been approved by City of Minneapolis)	Unisys	
PS 6	Maintain security procedures	Unisys	
PS 7	Provide third party software tools to support physical security control	Unisys	
<b>Logical Security</b>			
LS 1	Participate in a cross-functional security management forum responsible for establishing clear security direction and coordinate the implementation of information security controls.	Unisys	
LS 2	Maintain the information security standard document as approved by City of Minneapolis	Unisys	
LS 3	Execute City of Minneapolis data security procedures set forth in City of Minneapolis standards	Unisys	
LS 4	Update security standard documentation to reflect City of Minneapolis approved changes	Unisys	
LS 5	Maintain a security awareness program	Unisys	

Ref #	Activity	Responsibility	Unisys Comments
LS 6	Document and maintain the operating procedures identified in the City of Minneapolis security standard	Unisys	
LS 7	Establish and maintain procedures for the handling and storage of information to protect such information from unauthorized disclosure or misuse	Unisys	
LS 8	Protect system documentation from unauthorized access and use	Unisys	
LS 9	Act as a liaison to City of Minneapolis to facilitate City of Minneapolis's regulatory compliance of security access termination in accordance with the Service Level of notification of employee termination or transfer	Unisys	
LS 10	Provide general security advisory services on new systems, projects or when business drivers have mandated such consulting services, subject to request, if necessary; facilitate network segmentation so appropriate controls are in place to secure specific data based on in scope services	Unisys	
LS 11	Provide security focal point and leadership to continually improve the security maturity of the logical and physical infrastructure services provided to the City of Minneapolis.	Unisys	
<b>Access Control</b>			
AC 1	Recommend, implement and maintain an access control standard that complies with City of Minneapolis's business requirements for access control.	Unisys	
AC 2	Provide an access control request and approval tracking process to be used by City of Minneapolis End Users to request access to City of Minneapolis's network, email, applications, servers, databases and other information technology components for regulatory, compliance and standards	Unisys	
AC 3	Authorize access based on the City of Minneapolis approved access control standard	Unisys	
AC 4	Maintain a formal City of Minneapolis End User registration and de-registration procedure for granting access to all multi-user information systems (e.g., LAN, mail, applications) and services using a unique identified (User ID) for their personal and sole use so that activities can be traced to the responsible individual	Unisys	
AC 5	Maintain and implement a formal process for controlling and managing password allocation	Unisys	
AC 6	Maintain a secure log-on process for all information systems	Unisys	

Ref #	Activity	Responsibility	Unisys Comments
AC 7	Assist in creating and maintaining a City of Minneapolis End User standard regarding appropriate security practices in the selection and use of passwords and guidance on protection of unattended equipment	Unisys	
AC 8	Maintain safeguards in accordance with City of Minneapolis standards against unauthorized access, destruction, loss or alteration of data	Unisys	
AC 9	Monitor access and respond in a timely and appropriate manner to access violations	Unisys	
AC 10	Maintain, implement and issue monthly reports on the formal process at regular intervals to review City of Minneapolis End Users access rights	Unisys	
AC 11	Control and manage City of Minneapolis access and use of privileges based on the access control standard	Unisys	
<b>Audit and Vulnerability Assessment</b>			
AVA 1	Conduct risk assessments to determine baseline security posture on the information technology environment and conduct specific critical and business critical infrastructure risk assessments on an on-going basis. Report results to City of Minneapolis, including recommended corrective action plans, for approval by City of Minneapolis.	Unisys	
AVA 2	Conduct risk assessments on critical infrastructure components on an ongoing basis. Report results to City of Minneapolis, including recommended corrective action plans, for approval.	Unisys	
AVA 3	Respond to all security audit requests	Unisys	
AVA 4	Cooperate and assist with security tests as reasonable	Unisys	
AVA 5	Report security violations as per the City of Minneapolis requirements	Unisys	
<b>Computer Forensics</b>			
CF 1	Provide incident investigation support and propose and implement corrective actions to minimize and prevent security breaches. Report results to City of Minneapolis, including recommended corrective action plans	Unisys	
CF 2	No less than annually, validate internal controls around infrastructure components identified by City of Minneapolis and provide report to City of Minneapolis	Unisys	
CF 3	Develop and utilize an action plan and escalation procedures for any potential or real security breaches and report any potential or real security breaches in accordance with City of Minneapolis security standards	Unisys	
CF 4	Provide reports on violation and access attempts, and retain documentation of the investigation	Unisys	

Ref #	Activity	Responsibility	Unisys Comments
CF 5	Perform backup and recovery procedures in response to security violations that result in loss of, or damage to, information	Unisys	
<b>Electronic Intrusion Protection</b>			
EIP 1	Create and maintain procedures for classifying and reporting Security Incidents and malfunctions so they can be reported through Unisys and City of Minneapolis management quickly and responded to through a documented incident management procedure in accordance with City of Minneapolis security standards	Unisys	
EIP 4	Provide third party software tools to automate virus control on all City of Minneapolis and back office systems	Unisys	
EIP 6	Monitor vendor and industry security alerts to identify possible system vulnerabilities and recommended remedies	Unisys	
EIP 7	Coordinate cross-functional teams to address worms, virus and intrusions	Unisys	
EIP 8	Proactively alert City of Minneapolis of virus intrusions or other system vulnerabilities as such information becomes available	Unisys	
EIP 9	Update virus software and definition files for Unisys controlled devices as defined in system configuration baselines	Unisys	
EIP 10	Respond to security related vulnerabilities, including reconfiguration and patching per guidelines approved by City of Minneapolis based on the level of vulnerability	Unisys	
EIP 11	Isolate and recover infected systems per guidelines approved by City of Minneapolis	Unisys	
EIP 12	Provide monthly management reports of all attempted and actual system intrusion activities and associated remediation	Unisys	

Ref #	Activity	Responsibility
<b>MSS-1</b>	<b>General Roles and Responsibilities</b>	
MSS-1.1	Define Security Services business requirements and standards	City of Minneapolis
MSS-1.2	Recommend services and standards for supporting the City of Minneapolis Security Services business requirements and platform standards	Unisys
MSS-1.3	Provide agreed toolsets to aid management of security services.	Unisys
MSS-1.4	Work with appropriate IT service delivery personnel to perform the installation, testing, and tuning of all technical environment hardware, software, peripherals and interfaces related to supporting Security platforms	Unisys
MSS-1.5	Review and approve recommendations for services and standards for supporting the Security Services	City of Minneapolis
MSS-1.6	Coordinate with all appropriate Towers and 3rd party vendors for acquisition of all Security Services infrastructure equipment	Unisys
MSS-1.7	Deploy and manage in scope Security Services	Unisys
MSS-1.8	Provide and support Security Services for City of Minneapolis	Unisys
MSS-1.9	Provide problem determination and resolution	Unisys
MSS-1.10	Coordinate with Service Desk for incident resolution for Security Services software and system diagnosis and repair	Unisys
MSS-1.11	Coordinate service delivery with Service Desks, and other approved resolvers	Unisys
MSS-1.12	Identify and recommend potential service enhancement opportunities for improved performance and potential cost savings	Unisys
MSS-1.13	Review and approve service enhancement opportunities for improved performance and potential cost savings	City of Minneapolis
MSS-1.14	Procure Security Services hardware and software	Unisys
<b>MSS-2</b>	<b>Security Component Deployment and Management</b>	
MSS-2.1	Define hardware and software deployment and management standards and procedures	Unisys
MSS-2.2	Review and approve hardware and software deployment and management standards and procedures	City of Minneapolis
MSS-2.3	Provide necessary utilities/tools to maintain and support compliance with agreed upon security hardware & software deployment and management standards and procedures	Unisys
MSS-2.4	Manage and maintain appropriate patches on security components as defined by City of Minneapolis patch management standards	Unisys

Ref #	Activity	Responsibility
MSS-2.5	Verify appropriate patches for security components prior to deployment at City of Minneapolis.	Unisys
MSS-2.6	Manage deployment efforts using formal project management tools and methodologies following change control procedures per the Agreement	Unisys
MSS-2.7	Define and approve test to Q/A to production migration requirements	Unisys
MSS-2.8	Perform test to Q/A to production tasks in accordance with City of Minneapolis Production Readiness Requirements	Unisys
MSS-2.9	Conduct deployment reviews and provide results to City of Minneapolis	Unisys
MSS-2.10	Review and approve deployment plans and procedures within required time frames	City of Minneapolis
<b>MSS-3 Operational and Administration Support</b>		
MSS-3.1	Define operations and administration standards to provide protection of networks and systems from unauthorized access by persons, acts, or influences	Unisys
MSS-3.2	Provide the monitoring, policy and configuration management and maintenance of security infrastructure in order to detect, prevent and manage network intrusions.	Unisys
MSS-3.3	Provide monitoring, policy management, configuration management and maintenance of Firewall infrastructure.	Unisys
MSS-3.4	Provide monitoring, policy management, configuration management and maintenance of Intrusion Detection and Prevention (IDS/IPS) infrastructure.	Unisys
MSS-3.5	Provide monitoring of the IT infrastructure on the enterprise perimeter to detect potential attacks, malicious behavior, and anomalous behaviors. (Security Monitoring)	Unisys
MSS-3.6	Provide analysis of computer systems and digital devices to identify, preserve and present electronic evidence. (Security Analytics)	Unisys
MSS-3.7	Monitor network activity to establish a baseline of "normal" behavior and to then alarm on anomalous network activities that are significantly different from the baseline.	Unisys
MSS-3.8	Review and approve the baseline of normal behavior	City of Minneapolis
MSS-3.9	Establish a programmatic approach to assessing the vulnerabilities that exist in an IT infrastructure, prioritizing the manner in which they are remediated based on the perceived risk posed within the specific environment and subject to that environment's threat model. (Vulnerability Management)	Unisys
MSS-3.10	Provide one time and subscription-based vulnerability assessments that probe selected systems for security vulnerabilities. (Vulnerability Scanning)	Unisys

Ref #	Activity	Responsibility
MSS-3.11	Review the threats against the CoM environment and make recommendations on criticality of implementation.	Unisys
MSS-3.12	Monitor specific internet-enabled business systems to detect and guard against denial of service attacks through IPS technology	Unisys
MSS-3.12	Monitor the security configuration of client infrastructure to detect and identify infrastructure elements that are not compliant with a set of pre-defined security policies with an established benchmark	Unisys
MSS-3.13	Identify potential issues which either present a threat to normal operations or can be used as opportunities to further improve the quality and efficiency of service.	Unisys
MSS-3.14	Verify the integrity of all security component operations.	Unisys
MSS-3.15	Proactively monitor event logs, take prompt corrective action where practicle, report problems and escalate as necessary	Unisys
MSS-3.16	Perform software/application monitoring in a pro-active manner such that alerts are generated and preventive action is implemented where practicle.	Unisys
MSS-3.17	Perform change requests (CR) for security elements, policies, and configurations	Unisys
MSS-3.18	Post reports on Security Services incidents and activities weekly on the Manage Security Service Portal	Unisys
MSS-3.19	Identify and propose projects and enhancements	Unisys
MSS-3.20	Perform administration support activities for all in scope Security Services	Unisys
MSS-3.21	Establishes that all security incidents from the Unisys certified list of attacks are blocked successfully.	Unisys
MSS-3.22	Recognize receipt of the requests made by the City through the established change control process .	Unisys
MSS-3.23	Provide a security operations single point of contact for all Security Services.	Unisys
MSS-3.24	Establish a "baseline" security threshold measurements in order to determine appropriate thresholds for securing the client-computing environment, based on environmental build and technology specific best practice and vendor recommendations.	Unisys
MSS-3.25	Review and approve the "baseline security threshold measurements	City of Minneapolis
MSS-3.26	Re-evaluate and adjust thresholds on a periodic basis based on the changing requirements of the client environment.	Unisys

Ref #	Activity	Responsibility
MSS-3.27	Monitor systems and specific applications for transaction throughput rates, response times and potential performance issues.	Unisys
<b>MSS-4 Incident Management and Reporting</b>		
MSS-4.1	Provide and administer a customer service portal specifically for MSS with controlled access.	Unisys
MSS-4.2	Provide standard security reporting and documentation.	Unisys
MSS-4.3	Identify, record, classify, and track incidents until appropriate action or decision is completed.	Unisys
MSS-4.4	Provide a single repeatable process for the capture and management of incidents.	Unisys
MSS-4.5	Analyze the impact of each security incident and recommend an appropriate response action.	Unisys
MSS-4.6	Review and approve incident response actions for security related incidents and problems.	Unisys
MSS-4.7	Identify all incidents with a security priority of 1, 2 and/or 3 based on the information of events compiled by the protection agents and received by the Operations Security Center.	Unisys
MSS-4.8	Restore normal service operation per SLAs limiting adverse impact on security operations.	Unisys
MSS-4.9	Provide suitable means to govern and control restoration of service after an incident has occurred.	Unisys
MSS-4.10	Limit the adverse impact of security incidents & problems within the security infrastructure, and prevent the recurrence of incidents related to those errors. Seek to identify the root cause of incidents and initiate actions to improve or correct the situation.	Unisys
MSS-4.11	Based upon the City's approved guidelines, declare an internet emergency and notify the City of Minneapolis through the established incident mangement process.	Unisys
MSS-4.12	Coordinate with Technical Support, Incident & Problem Management and third party service providers in problem resolution.	Unisys
MSS-4.13	Approve investigation requests and convey investigation requests to Unisys.	City of Minneapolis
MSS-4.14	Perform investigation requests on a time and materials basis.	Unisys
MSS-4.15	Review and analyze incidents received at the SOC for candidates for problem and error control for problem management review.	Unisys
<b>MSS-5 Technical Support</b>		
MSS-5.1	Define and document Security Services Technical Support standards and procedures in the Policy & Procedures Standards Guide (PPSG)	Unisys
MSS-5.2	Approve Security Services Technical Support standards and procedures	City of Minneapolis

Ref #	Activity	Responsibility
MSS-5.3	Coordinate all Security Services work with all appropriate Service delivery personnel who perform the installation, testing, and tuning of all Security Services technical environment hardware, software, peripherals and interfaces related to supporting Security Services	Unisys
MSS-5.4	Maintain a 7x24 surveillance/monitoring of in scope system Security Services operations, proactively prevent and respond to and resolve problems in compliance with the Service Levels.	Unisys
MSS-5.5	Provide regular monitoring, tuning and reporting on Security Services performance, utilization and efficiency.	Unisys
MSS-5.6	Comply with the mutually agreed upon Security Services platforms and operations when provisioning new hardware devices or software products.	City of Minneapolis
MSS-5.7	Provide technical advice and support to the application maintenance and development staffs as required.	Unisys
MSS-5.8	Provide City of Minneapolis with a copy of and access to any Unisys-supplied documentation (including updates thereto) for any new, enhanced or modified Security Services installed by Unisys	Unisys
MSS-5.9	Provide information to City of Minneapolis about the functionality, architecture, data and other aspects of the Security Services	Unisys
MSS-5.10	Develop and recommend Security Services conversion plans	Unisys
MSS 5.11	Approve Security Services conversion plans	City of Minneapolis
MSS-5.12	Inform City of Minneapolis about industry trends, best practices and resource utilization statistics related to Security Services	Unisys
<b>MSS-6</b>	<b>Maintenance Services Roles and Responsibilities</b>	
MSS-6.1	Define maintenance and repair standards and procedures	Unisys
MSS-6.2	Review and approve maintenance and repair standards and procedures	City of Minneapolis
MSS-6.3	Perform onsite or remote activities as required to fulfill the Security Services maintenance requirements	Unisys
MSS-6.4	Install and maintain version/release and product upgrades as a part of baseline Services, to include Software currency of N-1 as appropriate with City approval	Unisys
MSS-6.5	Perform onsite and offsite activities as necessary, as well as escalating Service Requests to repair the Security Services environment	Unisys
MSS-6.6	Perform remote activities as necessary, as well as escalating Service Requests to repair the Security Services environment	Unisys

Ref #	Activity	Responsibility
MSS-6.7	Perform diagnostic testing on Security Services software and hardware	Unisys
MSS-6.8	Define the schedule for performing diagnostic testing of Security Services software and hardware	Unisys
MSS-6.9	Approve the schedule for performing diagnostic testing of Security Services software and hardware	City of Minneapolis
MSS-6.10	Perform the necessary system management on Security Services software (e.g., on-going system tuning and configuration)	Unisys
MSS-6.11	Provide security risk assessment and security policy development guidance for the City of Minneapolis including the review and update of existing security policies at minimum twice annually and not exceed four times annually.	Unisys

Ref #	Activity	Responsibility
<b>DCH</b>	<b>Data Center Server Hosting Operations and Administration Roles and Responsibilities</b>	
DCH 1	Develop and document in the Procedures Manual monitoring procedures that meet requirements and adhere to defined standards	Unisys
	a. - Define action plans to respond to and resolve issues identified through monitoring or otherwise brought to the attention of the Service Unisys.	Unisys
DCH 2	Review and approve monitoring procedures and action plans. Monitoring procedures are subject to the change control process	City of Minneapolis
DCH 3	Provide console operations for centralized and remote computer processing unit (CPU) processing	Unisys
DCH 4	Provide console monitoring, troubleshooting, repair and escalation of problems in the Data Center computing environment	Unisys
DCH 5	Provide preventative measures for proactive monitoring capabilities to limit outages that impact service delivery	Unisys
DCH 6	Monitor systems as scheduled and respond accordingly to system messages	Unisys
DCH 7	Identify and report hardware, database, application software, operating system software and middleware problems	Unisys
DCH 8	Resolve, assist in resolving, or escalate application software problems in support of and in accordance with service levels.	Unisys
<b>DCH</b>	<b>Job Scheduling and Execution Operations Roles and Responsibilities</b>	
DCH 9	Work with City of Minneapolis and business partner contacts, define automated job requirement, manual job scheduling requirements, and rerun requirements for all production jobs	Unisys
DCH 10	Approve automated and manual job schedule	City of Minneapolis
DCH 11	Provide job scheduling, job execution, reporting and resolution taking into account infrastructure and system interdependencies	Unisys
DCH 12	Implement and manage scheduling tools for managing/automating job execution (e.g., job workflow processes, interdependencies, City of Minneapolis and business partner contacts, and rerun requirements for file exchange functions and print management).	Unisys
DCH 13	Recommend test and demand batch scheduling requirements and report on current batch schedule	Unisys
DCH 14	Approve test and demand batch scheduling requirements	City of Minneapolis
DCH 15	Monitor progress of scheduled jobs and identify and resolve issues in scheduling process	Unisys

Ref #	Activity	Responsibility
DCH 16	Start-up and shut-down online/interactive systems according to defined schedules or upon approved request	Unisys
DCH 17	Maintain database of job scheduling, contact, rerun and interdependencies	Unisys
DCH 18	Provide quality control for reprocessing activities, such as batch reruns	Unisys
DCH 19	Review and approve quality control process for reprocessing activities	City of Minneapolis
DCH 20	Validate job results per City of Minneapolis instructions	Unisys
DCH 21	Notify City of Minneapolis and maintain a history of minimum 30-day job completion results	Unisys
DCH 22	Select and apply appropriate application architecture design	City of Minneapolis
DCH 23	Left Intentionally Blank	
<b>DCH</b>	<b>Output Management Roles and Responsibilities</b>	
DCH 24	Review and approve Output Management procedures	City of Minneapolis
DCH 25	Verify that output devices are functioning, including performing or coordinating routine maintenance. Supply routine hardware and/or software maintenance schedule for all hosted servers such that City will be able to communicate planned downtime to customers. This allotted time can be used to upgrade firmware, OS, hardware components, etc.	Unisys
DCH 26	Manage and support the FTP daemon or other industry standard data movement protocol	Unisys
DCH 27	Acquire and manage consumables, such as tapes. Coordinate acquisition of additional materials as needed	Unisys
<b>DCH</b>	<b>Storage Services</b>	
DCH 28	Define and document Storage and Data Management requirements and standards	Unisys
DCH 29	Develop and document in the Procedures Manual procedures for performing Storage and Data Management that meet requirements and conform to defined standards	Unisys
DCH 30	Review and approve Storage tier classification and data retention	City of Minneapolis
DCH 31	Provide data storage services	Unisys
DCH 32	Monitor and control storage performance according to Storage and Data Management standards	Unisys
DCH 33	Maintain and improve storage resource efficiency	Unisys
DCH 34	Maintain data set placement and manage data catalogs	Unisys
DCH 35	Perform data backups and restores per established procedures and service levels, report all unsuccessful backups, report all scheduled backups that did not start, report all rework backups.	Unisys
DCH 36	Manage file transfers through the FTP daemon or other industry standard data movement protocol according to City of Minneapolis security standards	Unisys

Ref #	Activity	Responsibility
DCH 37	Provide input processing for receipt and/or transmission of batch files	Unisys
DCH 38	Acquire and manage consumables, such as tape, disks, etc. in support of City of Minneapolis and their backup requirements for the Data Center	Unisys
DCH 39	Define and operationalize storage reporting requirements at the database and server level. Assist in defining the storage requirements at the application level.	Unisys
DCH 40	Provide Unisys standard storage reports	Unisys
DCH 41	Review Unisys standard storage reporting	City of Minneapolis
DCH 42	Fulfill requests for ad-hoc reports that are needed for root cause analysis	Unisys
DCH 43	Provide ARC/RRC rate(s) as needed for non standard reports that are required on a pre-defined periodic basis	Unisys
DCH 44	Approve ARC/RRC rate(s) as needed for non standard reports that are required on a pre-defined periodic basis	City of Minneapolis
DCH 45	Develop and document in the Procedures Manual (PPSG) media processing procedures that meet requirements and adhere to defined standards	Unisys
DCH 46	Review and approve media processing procedures	City of Minneapolis
DCH 47	Maintain a media library and media management system for in scope products	Unisys
DCH 48	Manage the media inventory to ensure that adequate media resources are available. Coordinate acquisition of additional media as needed	Unisys
DCH 49	Manage input media availability to meet processing service levels	Unisys
DCH 50	Load and manage third-party media	Unisys
DCH 51	Provide secure offsite storage for designated media and securely transport media to offsite location as required, and ensure that all backups are secured in the offsite location within 24 hours of completion of the backup.	Unisys
DCH 52	Perform periodic audits to ensure proper cataloging of media. Support third parties in conducting audit activities on behalf of the City of Minneapolis	City of Minneapolis
<b>DCH</b>	<b>Enterprise System Administration Roles and Responsibilities</b>	
DCH 53	Develop and document enterprise computing systems requirements and standards	City of Minneapolis
DCH 54	Approve enterprise computing systems requirements and standards	City of Minneapolis
DCH 55	Develop and document in the Procedures Manual procedures for performing Enterprise System Administration that meet requirements and adheres to defined standards	Unisys
DCH 56	Review and approve Enterprise System Administration procedures	Unisys

Ref #	Activity	Responsibility
<b>DCH</b>	<b>Enterprise System Administration Operations Roles and Responsibilities</b>	
DCH 57	Set up and manage end user accounts, perform access control, manage files and disk space and manage transaction definitions	Unisys
DCH 58	Perform system and component configuration changes necessary to support enterprise computing services in conformance with Change Management requirements and provide reports related to end-user accounts that are active.	Unisys
<b>DCH</b>	<b>Remote Access Roles and Responsibilities</b>	
DCH 59	Define Remote Access standards and procedures and communicate remote access requests as needed by the City of Minneapolis users and groups.	City of Minneapolis
DCH 60	Approve Remote Access standards and procedures	City of Minneapolis
DCH 61	Comply with Remote Access standards and procedures	Unisys
DCH 62	Coordinate service delivery with Unisys Help Desk, as well as other support groups within each of the other service delivery areas in coordination with the end user and City of Minneapolis, as necessary	Unisys
DCH 63	Install, test, provide technical support, administration and client security administration for remote access hardware and software	Unisys
DCH 64	Provide testing support for defined City of Minneapolis Application Software that will be made available via remote access	Unisys
DCH 65	Provide technical assistance and subject matter expertise as required by City of Minneapolis infrastructure staff and third-party solution Unisys for remote access products and solutions	Unisys
DCH 66	Perform system or component configuration changes necessary to support remote access services	Unisys
<b>DCH</b>	<b>Database Administration Roles and Responsibilities</b>	
DCH 67	Recommend and implement City of Minneapolis approved authorization requirements for users, roles, schemas, etc.	Unisys
DCH 68	Approve authorization requirements for users, roles, schemas, etc.	City of Mpls
DCH 69	Provide security administration including Service Requests, managing role and end user database permissions in accordance with City of Minneapolis standards	Unisys
DCH 70	Perform database restores from export dumps or backups	Unisys
DCH 71	Create/refresh development/test/validation databases from production data	Unisys
DCH 72	Execute authorized Service Requests	Unisys
DCH 73	Recommend City of Minneapolis database creation, configuration, upgrade, patches and refresh requirements	Unisys

Ref #	Activity	Responsibility
DCH 74	Approve database creation, configuration, upgrade, patches and refresh requirements	City of Mpls
DCH 75	Execute database creation, configuration, upgrades, patches and refresh per established service level agreements	Unisys
DCH 76	Execute application schema changes for all instances	City of Mpls
DCH 77	Execute system schema changes for all instances	Unisys
DCH 78	Maintain documentation for all global database settings and any applicable server settings	Unisys
DCH 79	Maintain documentation for all application database parameters	City of Mpls
DCH 80	Maintain consistent database parameters and system settings across all like instances; consistency must be maintained according to established development phase to QA phase to production life cycle phase	Unisys
DCH 81	Define database definition and manipulation requirements for business software and developer schemas (for tables, triggers, attributes, etc.)	City of Mpls
DCH 82	Approve database definition and manipulation requirements for business software and developer schemas (for tables, triggers, attributes, etc.)	City of Mpls
DCH 83	Execute database data definitions for business software and developer schemas (for tables, triggers, attributes, etc.)	City of Mpls
DCH 84	Define and execute application database performance tuning and keep database running at optimal performance for City of Minneapolis' workload	City of Mpls
DCH 85	Investigate application and database performance issues and engage Unisys personnel as necessary.	City of Mpls
DCH 86	Define and execute system database performance tuning and keep database running at optimal performance for City of Minneapolis' workload	Unisys
DCH 87	Implement appropriate database management tools across all database instances as agreed upon.	Unisys
DCH 88	Administer appropriate database management tools across all database instances as agreed upon.	City of Mpls
DCH 89	Identify locking conflicts, latch contention, rollback requirements, etc. for all database instances.	Unisys
DCH 90	Research, recommend and approve resolution of locking conflicts, latch contention, rollback requirements, etc. for all database instances in coordination with Unisys.	City of Mpls
DCH 91	Execute the resolution of the locking conflicts, latch contention, rollback requirements, etc. for all database instances in coordination with City of Minneapolis and application developers	Unisys

Ref #	Activity	Responsibility
DCH 92	Provide access to database subject matter experts for technical assistance and to City of Minneapolis business software developers and third-party vendor support	Unisys
DCH 93	Provide data dictionary expertise, data assistance, Data Warehouse Metadata definition, data mapping functions and creation of data cubes for City of Minneapolis and application developers	City of Mpls
DCH 94	Monitor database and generate automatic trouble tickets for problems	Unisys
DCH 95	Open, track, and manage to resolution all database problems; communicate ticket content and status to user ongoing until problem is resolved.	Unisys
DCH 96	Patch database software as needed according to established development to validation to production life cycle environments	Unisys
DCH 97	Manage database communication software configuration, installation and maintenance	Unisys
DCH 98	Provide database storage management	Unisys
DCH 99	Define database backup schedules, retention periods, levels (i.e. full, incremental, or differential)	Unisys
DCH 100	Approve database backup schedules, retention periods, levels (i.e. full, incremental, or differential)	City of Mpls
DCH 101	Define server reconciliation and consolidation strategy	Unisys
DCH 102	Approve server reconciliation and consolidation strategy	City of Mpls
DCH 103	Recommend and implement City of Minneapolis approved IMAC process for servers	Unisys
DCH 104	Approve IMAC process for servers	City of Mpls
DCH 105	Define capacity planning process for servers	Unisys
DCH 106	Approve capacity planning process for servers	City of Mpls
<b>DCH</b>	<b>Disaster Recovery</b>	
DCH 107	Disaster Recovery Planning - Approve Disaster Recovery plans and activities in advance and review, specify modifications, and (after any necessary revisions) re-approve Disaster Recovery plans and activities annually.	City of Minneapolis
DCH 108	Disaster Recovery Planning - Be responsible for:	Unisys
	(a) Managing and maintaining the Disaster Recovery plans of City of Minneapolis, as they exist on the Initiation Date, as may be modified, amended or updated as set forth in the Agreement ("City of Minneapolis's Disaster Recovery Plans").	Unisys
	(b) Maintaining and updating City of Minneapolis's Disaster Recovery Plans throughout the Term. Such updates may include Changes required due to the introduction and use of new technologies (e.g., Equipment and Software), Resource Units, processes, business functions, locations, and priorities.	Unisys

Ref #	Activity	Responsibility
	(c) Integrating the Disaster Recovery plans related to the Services with City of Minneapolis's business continuity plans (provided that copies of such plans are provided by City of Minneapolis to Unisys) in accordance with the Change Management Procedure.	Unisys
	(d) Documenting the manner and procedures by which Unisys shall perform backups and provide Disaster Recovery Services.	Unisys
	(e) Documenting City of Minneapolis's priorities for Disaster Recovery backups based on the priorities established by City of Minneapolis and communicated to Unisys and methods and timeframes that allow City of Minneapolis to modify priorities.	Unisys
	(f) Maintaining a list of key personnel contacts and notification procedures for City of Minneapolis, Unisys, and Third Party Vendor personnel.	Unisys
	(g) Providing a single point of contact for Disaster Recovery plans, related communications and other activities that are Unisys's responsibility.	Unisys
	(h) City of Minneapolis retains the right to Approve all Unisys Disaster Recovery plans in support of City of Minneapolis, and modifications to such plans.	City of Minneapolis
	(i) With respect to City of Minneapolis's critical Applications, Unisys Disaster Recovery responsibilities include working with City of Minneapolis and City of Minneapolis Third Party Vendors to:	Unisys
	(1) Document new and maintain/update existing City of Minneapolis procedures to support Disaster Recovery of critical Applications.	Unisys
	(2) Document and provide a process that determines/modifies the list of critical applications annually.	City of Minneapolis
	(3) Support City of Minneapolis in critical Application Disaster Recovery testing on all critical Applications in accordance with the Procedures Manual.	Unisys
	(4) Retest any unsuccessful critical Application annual Disaster Recovery test within ninety (90) days of the failure, not to exceed the annual test limit.	Unisys
	(j) Perform record retention (e.g., using magnetic media) for compliance and other audits, all in accordance with the Agreement.	Unisys
DCH 109	Disaster Recovery Testing - Be responsible for:	Unisys
	(a) Establishing joint test objectives with City of Minneapolis designed to verify that City of Minneapolis's critical Applications shall be available within established timeframes.	Unisys

Ref #	Activity	Responsibility
	(b) Subject to the availability of a City of Minneapolis-designated test site(s), scheduling and testing the Disaster Recovery plans at least annually in cooperation with City of Minneapolis, its designees, any City of Minneapolis Third Party Vendors that are testing and recovery Unisys, and any other Third Party Vendors providing services to City of Minneapolis. Unisys shall schedule testing dates with City of Minneapolis Approval.	Unisys
	(1) City of Minneapolis and its representatives shall observe and participate in the Disaster Recovery tests.	City of Minneapolis
	(c) Coordination and managing Third Party Vendors utilized by Unisys to provide the Services during Disaster Recovery testing in accordance with the Disaster Recovery plans.	Unisys
	(d) Continuing to perform the Services during Disaster Recovery tests in accordance with the Agreement.	Unisys
DCH 110	Disaster Recovery Activities - Be responsible for:	Unisys
	(a) Reporting potential Disasters to City of Minneapolis promptly upon identification based on parameters prescribed by City of Minneapolis and in accordance with the Procedures Manual.	Unisys
	(b) In the event a Disaster is declared, not discussing or otherwise disclosing the occurrence of such Disaster or any other information associated with the execution of any Disaster Recovery plan with any third party, including news media.	Unisys
	(c) Executing the Disaster Recovery plans as specified in the Disaster Recovery plans, including operating the Equipment, restoring the Software, verifying that data is recovered to the time of the Disaster, and providing all other functions within the scope of the Services.	Unisys
	(d) In accordance with the applicable Disaster Recovery plans, determining what resources to deploy, conducting, supervising, administering the operation and implementation of such resources, making commercially reasonable attempts to provide additional resources to maintain provision of the Services for unaffected areas and re-aligning technical resources to maintain normal business operations.	Unisys
	(e) In accordance with the Disaster Recovery plans, assuming coordination and administrative responsibility for Third Party Vendors utilized by Unisys to provide the Services.	Unisys
	(f) Regardless of whether a formal Disaster Recovery plan exists or not, attempting to restore Services	Unisys
	(g) Following the occurrence of any Disaster, participate in post-Disaster meetings with City of Minneapolis to understand that cause of the Disaster and developing plans to eliminate or mitigate future occurrences.	Unisys

Ref #	Activity	Responsibility
	(h) Coordinating Disaster Recovery activities (subject to Section 5 (Change Management)) with City of Minneapolis's Policies and Procedures and business continuity policies and plans as such policies and plans as they are developed and provided to Unisys in writing.	Unisys
	(i) Training Unisys personnel in Disaster Recovery procedures and implementing a process to obtain immediate access to such procedures in a Disaster situation.	Unisys
	(j) With respect to all Services covered by a Disaster Recovery plan, providing and maintaining backups, file recovery capability, and historical files of data and critical Applications (including source code where available) utilized to process data in accordance with the applicable Disaster Recovery plan.	Unisys
	(1) Propose the time period required for backups and recovery to be included in the Disaster Recovery plan.	Unisys
	(2) Approve the time period required for backups and recovery to be included in the Disaster Recovery plan.	City of Minneapolis
	(3) Regularly backup City of Minneapolis's data and critical Applications, using magnetic media, or other media Approved by City of Minneapolis and accessible to City of Minneapolis.	Unisys
	(4) Provide off-site storage in a secure facility for the foregoing, as well as daily pickup and delivery to the off-site storage site.	Unisys
	(5) Perform the foregoing functions in accordance with the applicable Disaster Recovery plans.	Unisys
	(k) In the event of a Disaster, establishing and maintaining connectivity from Unisys's Sites to City of Minneapolis Sites to deliver the Services in accordance with the Disaster Recovery plans.	Unisys
<b>DCH</b>	<b>Server Virtualization</b>	
DCH 111	Unisys will define and implement a Server Virtualization Plan. A virtual private server (VPS, also referred to as Virtual Dedicated Server or VDS) is a method of partitioning a physical server computer into multiple servers that each has the appearance and capabilities of running on its own dedicated machine and each virtual server shall meet or exceed required performance levels. Each virtual server can run its own full-fledged operating system, and each server can be independently rebooted.	Unisys
DCH 112	Design the Server Virtualization Plan to optimize the City of Minneapolis dedicated servers performance and to reduce operating and maintenance costs. Such performance optimization and savings will be clearly articulated and reflected in Unisys pricing and Server Optimization solution documents and monitoring reports.	Unisys

Ref #	Activity	Responsibility
DCH 113	Approve Unisys Server Virtualization Plan.	City of Minneapolis
DCH 114	Assist City of Minneapolis in identifying instances where existing applications are not appropriate for server virtualization, substantiate where existing and new applications are not suitable for virtualization, and provide reports and recommendations to assist the City of Minneapolis with application life cycle management.	Unisys

Ref #	Activity	Responsibility
<b>EM</b>	<b>E-mail and Messaging General Roles and Responsibilities</b>	
EM 1	Define Messaging Services business requirements.	City of Minneapolis
EM 2	Recommend services and standards for supporting the City of Minneapolis E-mail and Messaging Services business requirements and platform standards	Unisys
EM 3	Review and approve recommendations for services supporting the Email & Messaging Services	City of Minneapolis
EM 4	Fulfil the Service Request or assign to specialist support or technical personnel for fulfilment.	Unisys
EM 5	Manage the Incident lifecycle from identification through to first level assignment or resolution.	Unisys
EM 6	Manage the Service Request lifecycle from identification through to first level assignment or fulfillment.	Unisys
EM 7	Provide analysis and support to either address Incidents or support requests.	Unisys
EM 8	Coordinate with Service Desk for incident resolution for end user Messaging Services software and system diagnosis and repair.	Unisys
EM 9	Coordinate service delivery with Service Desk, and other resolvers as needed for messagings services.	Unisys
EM 10	Identify and recommend service enhancement opportunities for improved performance and potential cost savings	Unisys
EM 11	Review and approve service enhancement opportunities for improved performance and potential cost savings	City of Minneapolis
EM 12	Provide standard UCaaS performance reports on a monthly basis	Unisys
<b>EM</b>	<b>Messaging Software Management</b>	
EM 13	Secure in-scope infrastructure against malicious software distribution and installation.	Unisys
EM 14	Enable intranet/Internet services for Web mail	Unisys
EM 15	Provide the on going maintenance for email and messaging services.	Unisys
EM 16	Manage up to 5Gb per mailbox email storage configuration per the Unisys Unified Communications as a Service (UCaaS) support model.	Unisys
<b>EM</b>	<b>Operational and Administration Support</b>	

Ref #	Activity	Responsibility
EM 17	Perform necessary activities to provide availability of directory systems.	Unisys
EM 18	Monitor, analyze and diagnose availability, status and performance of core service infrastructure applications.	Unisys
EM 19	Monitor and control Virtual Services access, configuration, resource utilization and throughput activity.	Unisys
EM 20	Provide ongoing analysis of manufacturer security and patch releases for review and recommendation to Customer for appropriate upgrades. If approved, prepare Change Request.	Unisys
EM 21	Restore available emails, calendars or other items within the E-mail and Messaging system as requested by End User	Unisys
EM 22	Approve investigation requests and convey investigation requests to Unisys.	City of Minneapolis
EM 23	Upon approved request, investigate and restore emails, calendars, or other items within the e-mail and messaging system on a Time and Materials basis for any investigations that may require research and restore from tapes that have not been migrated to the new archive solution.	Unisys
EM 24	Perform End-User Installs Moves, Adds, Changes (IMAC) and Deletes for the in scope services	Unisys
EM 25	Provide notification of change windows impacting UCaaS availability and performance, including communications to the end users regarding the impact of the change deployment	Unisys
<b>Security Management for UCaaS infrastructure</b>		
EM 26	Provide security risk assessment and security policy development guidance for the City of Minneapolis as it relates to messaging services.	Unisys
EM 27	Maintain end user access procedures and access rights.	Unisys
EM 28	Manage the access control infrastructure to provide UCaaS Services to City of Minneapolis end users who are entitled.	Unisys
EM 29	Receive and facilitate end user access requests. Administer login scripts and profiles.	Unisys

Ref #	Activity	Responsibility
EM 30	Manage authentication and encryption keys that are used in the access control management process. Includes management of both Hardware and Software keys.	Unisys
EM 31	Provide and approve access requests according to pre-defined City policies	City of Minneapolis
<b>EM</b>	<b>Messaging Services Technical Support</b>	
EM 32	Document Messaging UCaaS Support standards and procedures in the Policies, Procedures and Standards Guide (PPSG) for the City of Minneapolis	Unisys
EM 33	Review Messaging Technical Support standards and procedures	City of Minneapolis
EM 34	Coordinate all Messaging Services with appropriate service delivery personnel who perform the installation, testing, and tuning of peripherals and interfaces related to supporting Messaging Services	Unisys
EM 35	Maintain, a twenty four hour per day, seven days per week schedule; surveillance/monitoring of UCaaS support services, proactively prevent and respond to and resolve problems in compliance with the Service Levels.	Unisys
EM 36	Provide regular monitoring, tuning and reporting on Messaging Services performance, utilization and efficiency.	Unisys
EM 36	All new hardware devices or software products provisioned that interface or utilize messaging services by the City of Minneapolis must be compatible with the UCaaS standards	City of Minneapolis
EM 37	Provide City of Minneapolis with a copy of or access to any Unisys-supplied documentation (including updates thereto) for any new, enhanced or modified Messaging Services installed by Unisys	Unisys
EM 38	Provide information to City of Minneapolis about the functionality, architecture, data and other aspects of the Messaging Services	Unisys
EM 39	Provide City of Minneapolis with industry trends, best practices and resource utilization statistics related to Messaging Services	Unisys

Ref #	Activity	Responsibility
<b>EUS</b>	<b>End User Services General Roles and Responsibilities</b>	
EUS 1	Recommend Services and standards for supporting the City of Minneapolis desktop/end-user business requirements and platform standards	Unisys
EUS 2	Review and approve recommendations for services and standards for supporting the desktop/end-users	City of Minneapolis
EUS 3	Procure and own software for end user devices	City of Minneapolis
EUS 4	Procure and own desktop and laptop hardware per the planned technology refresh plan for 2011 through 2015.	Unisys
EUS 5	Deploy and manage desktop and laptop hardware and software (e.g., OS, personal productivity and office automation software and services)	Unisys
EUS 6	Procure and own in-scope City of Minneapolis network-attached printers.	Unisys
EUS 7	Provide scanners, multi-functional devices, and all other out of scope end user devices	City of Minneapolis
EUS 8	Assist 3rd party vendors with the deployment and management of network attached devices that out of scope.	Unisys
EUS 9	Procure and own all in-scope locally-attached printers.	Unisys
EUS 10	Deploy and manage locally-attached printers included related software (i.e. device drivers) per agreed resolution timeframes	Unisys
EUS 11	Install and support Remote Access services software for City of Minneapolis approved end-user devices	Unisys
EUS 12	Provide remote and/or on-site support and coordinate OEM vendor support for tier 1 and tier 2 software.	Unisys
EUS 13	Provide problem determination, resolution and follow up for all in-scope devices per agreed resolution service levels.	Unisys
EUS 14	Complete diagnosis and repair for in-scope End-User Devices per agreed resolution service levels as coordinated through Unisys Service Desk	Unisys
EUS 15	Provide Depot Services for in-scope remote end-user devices for hardware and system diagnosis and repair per the agreed resolution service levels as coordinated through Unisys Service Desk	Unisys
EUS 16	Coordinate with hardware vendors to manage warranty claims reimbursement process in scope devices	Unisys

Ref #	Activity	Responsibility
EUS 17	Coordinate service delivery with, Service Desks and other City of Minneapolis resolver support groups within all service areas, end users and all appropriate pre-approved third-parties, as necessary while providing knowledge transfer as required to resolve the problem	Unisys
<b>EUS</b>	<b>End User Services Standard Image and Deployment Roles/Responsibilities</b>	
EUS 18	Recommend Standard Image and deployment management standards and procedures, including periodic Standard Image updates	Unisys
EUS 19	Review and approve Standard Image and Deployment Management standards and procedures, including periodic Standard Image updates	City of Minneapolis
EUS 20	Comply with architectural requirements for which Standard Image and Deployment services must be provided	Unisys
EUS 21	Provide technical assistance for defining Standard Image(s) specifications for desktops, laptops, and other in-scope End-User Devices	Unisys
EUS 22	Develop and document detailed technical specifications that define and support the build, test, and deployment plans for the standard Standard Image(s)	Unisys
EUS 23	Approve standard Standard Image(s) specifications, test and deployment plans. Review results of image deployment testing.	City of Minneapolis
EUS 24	Build Standard ImageEnd-User Device image(s) and provide documentation of results to City of Minneapolis	Unisys
EUS 25	Conduct System-level, security testing and End-User testing of the Standard Image(s) to validate that they perform in accordance with the approved specifications	Unisys
EUS 26	Review and approve System-level, security testing and End-User testing of the Standard Imageimage(s) to validate that they perform in accordance with the approved specifications	City of Minneapolis
EUS 27	Approve Standard Image(s) for deployment	City of Minneapolis
EUS 28	Provide necessary utilities/tools to maintain compliance with Standard Image deployment standards and procedures	Unisys
EUS 29	Manage deployment efforts using formal project management tools, methodologies and standards (e.g., ITIL Change and Configuration Management practices)	Unisys
EUS 30	Deploy approved Standard Image(s) on all in-scope End-User Devices	Unisys
EUS 31	Define standards for Active Directory management	City of Minneapolis

Ref #	Activity	Responsibility
EUS 32	Management of security groups in Active Directory and/or other directory products in accordance with standards set by the City.	Unisys
EUS 33	Provide, staff, and administer a software distribution Service	Unisys
EUS 34	Recreate End-User desktop environment to previous state including Standard Image plus all CoM-authorized End-User specific features, functions and applications for all re-images including refresh as practice.	Unisys
EUS 35	Conduct Standard Image deployment reviews and provide results to City of Minneapolis	Unisys
EUS 36	Define compliance policies for end user deployments	City of Minneapolis
EUS 37	Review for compliance with end user deployment policy	City of Minneapolis
<b>EUS</b>	<b>End User Services Operations and Administration Roles and Responsibilities</b>	
EUS 38	Perform and support hardware and Software IMACs, re-installations, updates and downloads for in-scope End-User Devices	Unisys
EUS 39	Coordinate with all appropriate IT Service delivery management teams for providing delivery and support related to delivery of Services	Unisys
EUS 40	(1) Provide on site support for VIP end users on temporary assignments in the Unisys Primary Service Cities. The support will be performed on a best effort basis and excluded from performance KPIs and OPIs.  (2) Provide on site support for Elected VIPs end user devices located at home residences. The home residence must reside within the city limits of Minneapolis.	Unisys
EUS 41	Provide repair technical support for in-scope End-User Devices for maintenance and break/fix activities as required	Unisys
EUS 42	Conduct data and applications migration that is necessary due to any hardware or Software IMACs and re-installations for End-User Devices	Unisys
<b>EUS</b>	<b>End User Services On Site and Off Site Technical Support</b>	
EUS 43	Define end-users who are eligible for VIP/Premium Technical Support Service	City of Minneapolis
EUS 44	Recommend appropriate processes and procedures for supporting the VIP/Premium Technical Support Service	Unisys
EUS 45	Review and approve processes and procedures for supporting VIP/Premium Technical Support Service	City of Minneapolis
EUS 46	Implement, manage, and maintain VIP/Premium Support Service in accordance with approved processes and procedures	Unisys

Ref #	Activity	Responsibility
EUS 47	Establish, procure, own, and maintain appropriate equipment sparing requirements and spares inventory levels to meet Service Levels for VIP/Premium Technical Support	Unisys
EUS 48	Dispatch appropriate level Technician(s) in response to an escalated Incident or Service Request	Unisys
EUS 49	Coordinate with the City of Minneapolis End-User the date and time of planned arrival of technician or remote access of the end user's device in compliance with the SLAs	Unisys
EUS 50	Provide access without delay to the End-User Devices upon arrival of technician in accordance with mutually agreed upon date and time.	City of Minneapolis
EUS 51	Perform appropriate on-site or remote diagnostic activities to determine if problem can be resolved during the on-site visit or remotely.	Unisys
EUS 52	Coordinate with the end user and arrange for the End-User Device to be shipped to the appropriate location to perform necessary repair activities to correct the Problem if Problem cannot be corrected onsite. Device to be repaired must meet City of Minneapolis Security Requirements, for example, hard drive must be permanently erased before being shipped or reassigned.	Unisys
EUS 53	Arrange for End-User Device loaner equipment as appropriate for the duration of time that the End-User Device is being repaired	Unisys
EUS 54	Perform necessary corrective repairs and verification tests for devices prior to returning repaired End-User Device to originating End-User location	Unisys
EUS 55	Conduct appropriate tests of repaired End-User Device to validate the End-User Device is operating appropriately	Unisys
EUS 56	Define and document user device readiness standards	Unisys
EUS 57	Approve user device readiness standards	City of Minneapolis
EUS 58	Adhere to the City of Minneapolis VIP Users standards and procedures.	Unisys
EUS	Desktop Packaging Services	
EUS 59	Provide Desktop Packaging Services pursuant to the statement of work found in Exhibit 2.5 Appendix A.	Unisys

## Exhibit 2.5 Appendix A

### Desktop Packaging Statement of Work

# Desktop Packaging

Unisys will provide application migration services. Application migration is the process of converting third-party installation packages into Windows installer packages with the customizations that City enterprise requires. Using the Windows installer service as a packaging and deployment mechanism simplifies the overall deployment and management process, and can lower the costs associated with the application deployment. Repackaged installation programs are in the form of a Windows installer package.

The repackaging and application migration process will be done using Macrovision's Adminstudio software. Adminstudio provides the most advanced solution for quickly preparing reliable software packages for error-free deployment to any Windows OS, even Windows Vista.

Application migration services are limited to one hundred twenty (120) hours per month.

## 1.1. Unisys Responsibilities

Unisys will be responsible for the following:

- Defining migration process
- Defining project timelines
- Application packaging
  - Analysis of package of deliverables
  - Clean machine install
    - Microsoft Windows base w/out patches
    - Microsoft Windows base with all current patches
  - Dependency analysis
- Creating application standards template
  - Add/remove programs
  - Support information
  - Bookkeeping registry data
  - Common installation resources and standards exclusions
- Application repackaging
  - MSI tuning for basic Microsoft installer
  - Repackaging for Installscript
  - Snapshot for legacy installation
  - Merge modules, dependency remediation/handling
  - Identifying and resolving conflicts
- Application testing results
  - Validation

- Conflict analysis
- Installation/un-installation
  - Supported OS
- Application functionality test
- Base OS functionality smoke test
- Base image functionality smoke test
- Application installation files and documentation
  - Manual installation process
    - Client infrastructure representative documentation
  - Known issues
    - Test case results
  - Designated software library component
    - Software configuration and delivery entry
    - Short message service (“SMS”) package definition file
- Application delivery and delivery reporting
  - SMS package definition file
  - Proof of concept testing
    - SMS delivered installation
    - SMS installation report delivered to requestor
  - Pilot testing
    - SMS delivered installation to provided pilot machines
    - SMS installation report delivered to requestor
  - Rollout
    - SMS delivered installation to City list provided
    - SMS installation reports provided to requestor
    - 90% complete reported; project completion request submitted to requestor

## 1.2. City Responsibilities

City will be responsible for the following:

- Providing a formal project request
- Delivering installations files and installation process
  - Outline/Flowchart defining how the application should be installed
    - Type of installation
    - Installation prerequisites or dependencies
    - Passwords or serial numbers required
    - Default installation directory
    - Screen captures of key installation dialogs
    - Expected graphic user interface
      - Basic
      - Full

- Minimal
    - Silent
  - Application standards template agreement
  - Application supported OS
    - Windows XP
    - Windows XP sp1
    - Windows XP sp2
  - Application distribution type
    - SMS
  - Company standards (where applicable)
    - Installation directory
    - Shortcuts
    - Add/remove
    - Installation type
    - Server locations
    - Distribution method
    - Status reports
    - Application owner information
- Application testing (to include the following)
  - Validation
  - Conflict analysis
  - Installation/un-installation
  - Functionality test
  - Legacy differences test
  - Application cleanup test
  - Advertisement test
  - Different user test
- Providing base install machine for proof of concept testing
- Providing list of machines or users for pilot installation test
- Providing list of machines or users for rollout of completed installation package
- Providing official sign-off for each testing phase and project completion

**Exhibit 2.6 - General Management Services**



**General Management Services SOW Example**

## Exhibit 2.6 - General Management Services

Ref #	Activity	Responsibility
<b>GMS</b>	<b>General Management Services</b> - This General Management Services area applies to all of the services described in this Statement of Work.	
GMS 1	Provide resources which are productive and well trained, and meet the delivery projections and Service Level commitments in support of the City.	Unisys
GMS 2	Manage the Unisys staff so that an individual's unavailability due to holidays, vacation or sick time will not degrade Unisys ability to meet applicable Service Levels (and ensuring that the Unisys shall accomplish the in scope services)	Unisys
GMS 3	Track and report on Unisys activities in sufficient detail to support all Service Level Agreements and City of Minneapolis management reporting	Unisys
GMS 4	Provide training guidance on all new relevant City of Minneapolis Standard Operating Procedures (SOP)	City of Minneapolis
GMS 5	Provide training on all relevant City of Minneapolis Standard Operating Procedures (SOP) as well as document and provide the City of Minneapolis supporting documentation reflected that staff have been trained on a regular basis	Unisys
GMS 6	As a trusted advisor, interact with and provide leadership, advice and counsel to third party vendors and Unisys, as	Unisys
GMS 7	Provide assistance and documentation to third party vendors as required, and to City of Minneapolis staff, business partners and regulatory agencies	Unisys
GMS 8	Define Problem Management processes to report identified problems	Unisys
GMS 9	Approve Problem Management processes to report identified problems	City of Minneapolis
GMS 10	Conduct the Severity 1 analysis with input from the City of Minneapolis and lead after action learning sessions to determine action items for improvement	Unisys
GMS 11	Participate in root cause analysis of all Severity 1 issues, will participate in after action learning for all Severity 1 events, and will approve the release and disposition of all Severity 1 event reports	City of Minneapolis
GMS 12	Provide SME resources to investigate problem causes and identify options to correct the issues.	Unisys
GMS 13	Provide IT governance including strategy, architecture, process, standards, and documentation standards	City of Minneapolis
GMS 14	Make lifecycle decisions (e.g., sun-setting) with respect to all hardware, operating system, database and middleware portfolio, software, etc.	City of Minneapolis
GMS 15	Act as a single point of contact for the maintenance of in scope applications	Unisys
GMS 16	Document and propose opportunities for process or quality improvements (e.g. project lessons learned, Sev 1 after action learning, use case or test script automation, etc.)	Unisys
GMS 17	Approve City of Minneapolis selected process improvements as identified	City of Minneapolis
GMS 18	Implement resulting approved process improvements	Unisys
GMS 19	Adhere to City of Minneapolis information security requirements	Unisys
GMS 20	Adhere to City of Minneapolis quality and documentation requirements	Unisys
GMS 21	Ensure compliance with City of Minneapolis's enterprise architecture	Unisys
GMS 22	Manage all licenses and software purchases for City of Minneapolis and ensure license compliance in accordance with Exhibit 4 Appendix A (Financial Responsibility Matrix).	City of Minneapolis

**Exhibit 2.7 - Network Services**

Ref #	Activity	Responsibility
<b>CNS</b>	<b>Common Network Services</b> - This Common Network Services area applies to all of the services described in this Statement of Work.	
CNS 1	Recommend network architecture, strategy and standards according to industry best practices including the expansion of VOIP and voice and data convergence	Unisys
CNS 2	Provide input to, review and approve architecture and standards	City of Minneapolis
CNS 3	Supplement and enhance the existing City of Minneapolis network related assets and providing other Unisys assets as required in delivering the Services.	Unisys
CNS 4	Provide Services from Unisys Service Locations or City of Minneapolis Service Locations as required.	Unisys
CNS 5	Perform City of Minneapolis facilities site surveys with the City of Minneapolis; stage and configure the equipment; deliver the equipment; install the equipment; manage the installation of the Services; test, operate and manage the network.	Unisys
CNS 6	Perform incident reporting by Unisys resources, for current Network connections including Third Party Vendors where applicable and in scope	Unisys
CNS 7	Coordinate all in-scope Unisys activities with other City of Minneapolis third party vendors where there are interdependencies between the Network and the services provided by such third party vendors.	City of Minneapolis
CNS 8	Cooperate with other City of Minneapolis third party vendors in the resolution of problems, service disruptions, or any other service degradation, where the services of each third party vendor interface with Unisys.	Unisys
<b>NDC</b>	<b>Network Design Criteria</b> - This Network Design Criteria area applies to all of the services described in this section of	
NDC 1	Propose, on an ongoing and semi-annual basis unless otherwise agreed, new Network design criteria and standards consistent with changes in technology, City of Minneapolis business requirements, accepted industry practices, and updates to City of Minneapolis technical architecture and product standards.	Unisys
NDC 2	Implement such New Network Design proposals as are approved by the City of Minneapolis, in accordance with documented change control procedures and, if relevant, Exhibit 2 Appendix H (Contract Amending Process)	Unisys
NDC 3	Provide installation, operation and administration on the following including those devices referenced in Physical Inventory:	Unisys
	(1) Routers and Wide Area Network Services.	Unisys
	(2) Intentionally Blank	

### Exhibit 2.7 - Network Services

Ref #	Activity	Responsibility
	(3) All LAN premises equipment – including LAN switches, hubs load balancing, firewalls, proxy servers, mail gateways, wireless access points and their controlling hardware and software, and terminal servers.	Unisys
	(4) Network Security devices such as firewalls, VPN concentrators, and authentication servers.	Unisys
	(5) Physical environmental requirements for Equipment – including HVAC, electrical, KVA and space requirements.	Unisys
NDC 4	Provide general design and configuration standards for all network installations covering:	Unisys
	(1) Transport service capacity specifications for City of Minneapolis’s LAN, and WAN communications for all in-scope services.	Unisys
	(2) Use and configuration of applicable Network protocols – including but not limited to, IPX, TCP/IP, routing protocols (BGP, EIGRP), SNMP, DHCP, DNS and Network address design and management.	Unisys
	(3) Network management systems with on-line, read-only, near real time access for City of Minneapolis Authorized Users for the purpose of viewing complete configuration information and agreed-upon reporting.	Unisys
	(4) Recommend Network policy/standards and quality of service management systems to enable the specification, configuration, enforcement, lifecycle management and process automation related to applying and managing quality of service controls in all Network devices.	Unisys
	(5) Such other components of the services as may be agreed by the parties and are necessary to comply with the Service Levels and to meet City of Minneapolis’s business and operational requirements as they may evolve.	Unisys
<b>NSM</b>	<b>Network Service Management - This Network Service Management area applies to all of the services described in this</b>	
NSM 1	Manage and report on the capacity and configuration of the network	Unisys
NSM 2	Act as a single point of contact for the management of the network.	Unisys
NSM 3	Create, update and maintain equipment inventories, locations lists, Network diagrams and other network documentation and information in a format acceptable to City of Minneapolis. Provide such information and documentation to City of Minneapolis authorized users upon request.	Unisys
NSM 4	Design, implement and manage of connections and upgrades.	Unisys
NSM 5	Implement approved network strategies in support of City of Minneapolis’s business objectives.	Unisys

## Exhibit 2.7 - Network Services

Ref #	Activity	Responsibility
NSM 6	Design, implement and manage all configurations on all relative devices within the scope of the Services provided under the Agreement.	Unisys
NSM 7	Select, implement and manage optimal routing and data interchange protocols within the Network as mutually agreed and necessary to satisfy City of Minneapolis's business and operational requirements as they evolve over the Term.	Unisys
NSM 8	Manage naming and IP addressing of all devices based on City of Minneapolis approved addressing schemes provided by Unisys.	Unisys
NSM 9	Provide personnel designated by City of Minneapolis read-only access to Unisys-managed network infrastructure equipment on an as-needed basis.	Unisys
<b>DND</b>	<b>Data Network Design - This Data Network Design area applies to all of the services described in this section of the</b>	
DND 1	Perform the following in respect to installing, rerouting, and resizing WAN services and providing strategy, advice and planning services related to fiber services.	Unisys
	(1) Design solutions to meet Network requirements as defined by City of Minneapolis.	Unisys
	(2) Approve solutions to meet Network requirements	City of Minneapolis
	(3) Schedule, provision, and coordinate installation and testing activities with Unisys's resources, including local and command center resources and/or third party vendors in accordance with City of Minneapolis approved schedules.	City of Minneapolis
	(4) Update configuration management in a timely fashion and notification to the City of Minneapolis within 24 hours of the update.	Unisys
<b>IMAC</b>		
IMAC 1	For all authorized IMAC requests, execute the IMAC, including procuring required components from third party vendors, conducting site surveys with the City of Minneapolis, assisting the City of Minneapolis in coordinating changes to the cabling infrastructure, scheduling and dispatching appropriate technicians, and tracking the IMAC order from initiation to completion in accordance with documented change control procedures.	Unisys
IMAC 2	Coordinate and execute City of Minneapolis approved in scope IMACs, including, providing a single point of contact; installing equipment; installing Software (including new Software and upgrades to existing Software); and perform configuration functions.	Unisys
IMAC 3	Coordinate physical space requirements as needed to facilitate the implementation of the IMAC. This should include relocation of equipment to install of new racks.	Unisys
IMAC 4	Create and document the "end-to-end" processes to enable IMAC execution for each Software and/or equipment component.	Unisys
IMAC 5	Approve "end-to-end" processes to enable IMAC execution.	City of Minneapolis

### Exhibit 2.7 - Network Services

Ref #	Activity	Responsibility
IMAC 6	Follow the required processes in the Procedures Manual to complete the IMAC.	Unisys
IMAC 7	Cancel network transport services that are no longer required after completing the IMAC.	City of Minneapolis
IMAC 8	Verify IMAC requests for validity. Perform all necessary pre-work. Perform the IMAC, including:	Unisys
	(1) Providing the appropriate disposal of Unisys's in-scope Network devices as required for those being refreshed in accordance with Exhibit 4 Appendix A (Refresh Schedule) or break/fix.	Unisys
	(2) Installing Network ports in City of Minneapolis sites to be certain that they are connected to the Network and can be used by Applications (central and remote).	Unisys
	(3) Maintaining a list of special physical network ports (e.g., administrator/ supervisory ports) and their status for City of Minneapolis sites.	Unisys
	(4) Maintaining the count of used and unused ports by location and by switch for capacity planning and metrics.	Unisys
<b>NOM</b>	<b>Network Operation Management - This Network Operation Management area applies to all of the services described in</b>	
NOM 1	Support all operations functions for the Services. This includes monitoring devices, network performance monitoring, participating in performance diagnosis with the City, and problem resolution.	Unisys
NOM 2	Schedule, provision, and install all necessary monitoring, diagnostic, and maintenance systems and Software to perform this function, including:	Unisys
	(1) Monitor and report to City of Minneapolis on network imminent projected and experienced resource shortages as soon as they are identified and will report utilization statistics, utilization trends, outages, and recovery time for the outages to the City of Minneapolis on a monthly basis.	Unisys
	(2) Recommend a reasonable course of action to the City of Minneapolis	Unisys
	(3) Approve course of action to resolve and/or prevent problems	City of Minneapolis
	(4) Interface with equipment providers for planning and problem resolution.	Unisys
	(5) Perform operational management of networks up to the City of Minneapolis authorized user equipment, including managing the operational day-to-day transmission service delivery; IMAC services; monitoring performance; escalating problems for resolution; and maintaining technical support relationships.	Unisys
NOM 3	Perform network operations and monitoring, including support through to the City of Minneapolis authorized user device's point of attachment to the network. This includes monitoring/diagnostics and administration.	Unisys

### Exhibit 2.7 - Network Services

Ref #	Activity	Responsibility
NE	Network Engineering - This Network Engineering area applies to all of the services described in this section of the Statement of Work.	
NE 1.1	Provide network architecture, strategy, design and engineering functions as required to meet City of Minneapolis business requirements, including planning; design and implementation planning for new and existing devices on the network. Participate in cross network planning.	Unisys
NE 1.2	Perform procurement and invoice verification of network equipment (inclusive of preparing all required City of Minneapolis documentation) and installing equipment; conducting site surveys; and performing upgrades for equipment. Provide capacity and configuration management; optimization; efficiency tuning; third party vendor coordination.	
NE 2	Provide engineering services as they relate to topology; performance; quality of service; projected traffic patterns; business process and drivers; administrative issues; and management process activities including Software as may be needed to perform the Services.	Unisys
NE 3	Provide the following network engineering functions:	Unisys
	(1) Monitoring and tuning the total Network within the scope of Service provided under the Agreement for efficiency and cost-effectiveness on an “end-to-end” basis; all bandwidth; developing, maintaining and adhering to configuration requirements; and coordinating with other third party vendors. With respect to these requirements, Unisys is expected to work cooperatively with third party vendors and City of Minneapolis staff to facilitate effective communication and implementation of the services.	Unisys
	(2) Providing City of Minneapolis with network engineering consultative services in response to authorized requests in support of business requirements.	Unisys
	(3) Providing engineering support in developing the design criteria and standards.	Unisys
	(4) Implementing and managing performance management and monitoring tools of adequate capacity and scale so that network devices will be under management as appropriate. This monitoring will encompass those activities required to continuously evaluate the principal performance indicators of network operation; verify Service Levels; identify actual and potential performance impacting issues; and to establish and report on trends.	Unisys

### Exhibit 2.7 - Network Services

Ref #	Activity	Responsibility
	(5) Performing, on an on-going basis, regular optimization analyses. Such analyses will be performed quarterly or prior to and following any major transitions or changes, unless otherwise agreed in writing. Optimize the network in terms of cost effectiveness and efficiency to the extent possible, but without sacrificing performance or ability to meet the Service Levels. Unisys will hold briefings with City of Minneapolis to review the optimization levels in greater detail and City of Minneapolis will have the right to approve any changes to the network.	Unisys
	(6) Continually track and manage Network performance, including physical and logical connections, to the extent required to comply with the Service Levels, and will regularly report on such performance as described below. Unisys's Network performance management responsibilities include:	Unisys
	(A) Reviewing and reporting on the utilization and latency of infrastructure and transport to determine appropriate sizing and port speed given the topology of the network usage patterns. Unisys will maintain at least one running year of data for trend analysis.	Unisys
	(B) Evaluating principal performance indicators and verifying performance against Service Levels.	Unisys
	(C) Analyzing performance data to evaluate the efficiency of the current design.	Unisys
	(D) Establishing and reporting on trends for decision making and planning of network changes.	Unisys
NE 4	Use the data gathered from its performance management activities set forth to develop recommendations to optimize or improve the performance of the network.	Unisys
NE 5	Manage on an ongoing basis the capacity of the network to meet the Service Levels and respond to City of Minneapolis's operational requirements as they evolve. Unisys's network capacity optimization responsibilities include:	Unisys
	(1) Monitoring, measuring, and reporting on the physical capacity of the network.	Unisys
	(2) Upgrading, removing, or adding network capacity as necessary to meet City of Minneapolis's requirements.	Unisys
	(3) Identifying future network loads and utilization that could impact performance on the network.	Unisys
	(4) Developing forecasts of network growth and other changes in response to the projected business and operational needs of City of Minneapolis.	Unisys
<b>TP</b>	<b>Transport Provisioning</b> - This Transport Provisioning area applies to all of the services described in this section of the	
TP 1	Provision transport services from telecommunications providers using electronic order placement; track and receive services to interact with transport services Unisys; and provide web-based, electronic order status reporting mechanisms.	City of Minneapolis

### Exhibit 2.7 - Network Services

Ref #	Activity	Responsibility
TP 2	Confirm that orders are electronically acknowledged by telecommunications Unisys in a timely manor.	City of Minneapolis
TP 3	Provision upgrades, changes or deletion of transport services, as appropriate to meet City of Minneapolis's changing requirements.	City of Minneapolis
TP 4	Interface and escalate with the appropriate transport services providers for problems related to turning up transport services.	City of Minneapolis
TP 5	Notify Unisys of availability of newly provisioned transport services	City of Minneapolis
TP 6	Connect new transport services to network equipment	Unisys
TP 7	Track relevant transport service information in the network management system and configuration management system.	Unisys
TP 8	Maintain network equipment in accordance with third party vendor specifications and maintain the maintenance inventory with the maintenance providers.	Unisys
TP 9	Troubleshoot new network devices, and facilitate any repairs required to fully deploy devices.	Unisys
TP 10	Track network assets according to the process identified in the Procedures Manual.	Unisys
<b>NS</b>	<b>Network Security</b> - This Network Security area applies to all of the services described in this section of the Statement of Work.	
NS 1	Design, implement, manage, and maintain security tools, procedures and systems required to protect the integrity, confidentiality and availability of City of Minneapolis's data on the network as necessary to satisfy City of Minneapolis's business and operational requirements as of the initiation date and as they may change over time with approval of the City of Minneapolis.	Unisys
NS 2	Subject to City of Minneapolis Approval, select the network security tools as it pertains to Unisys support of the Network as set forth in this Statement of Work. City of Minneapolis reserves the right to review and approve the use of those respective tools selected.	Unisys
NS 3	Comply with City of Minneapolis's network security policies and network architecture and standards and ensure appropriate separation of duty in accordance with industry best practice, e.g., ITIL.	Unisys
NS 4	Use Network and risk management security tools (e.g., firewalls) to assist City of Minneapolis in assessing compliance of the City of Minneapolis managed network elements with City of Minneapolis security policies to include:	Unisys
	(1) As it pertains to the equipment, recovering or attempting to recover information that is lost or damaged as a result of a security violation.	Unisys

### Exhibit 2.7 - Network Services

Ref #	Activity	Responsibility
	(2) Assisting in performing, security audits as scheduled by City of Minneapolis IT Security.	Unisys
	(3) Implementing commercially reasonable physical, logical and procedural protections designed to prevent unauthorized access to the network, in accordance with City of Minneapolis's requirements. This responsibility includes the following where appropriate:	Unisys
	(A) Using IPSEC or other tunneling/encryption security protocols for access for external networks as required by the City of Minneapolis.	Unisys
	(B) Shutting down the services to prevent further unauthorized access.	Unisys
	(C) Reporting all attempts at illicit monitoring, interception, or eavesdropping to City of Minneapolis.	Unisys
	(D) Following City of Minneapolis standards for segmentation of the intranet to isolate certain data or applications using firewalls, access lists, VLANs and any other IP traffic control techniques available.	Unisys
<b>NA</b>	<b>Network Administration</b> - This Network Administration area applies to all of the services described in this section of the Statement of Work.	
NA 1	Administer all network requirements and activities, including processing change requests, administering passwords, and monitoring performance.	Unisys
NA 2	Administer passwords on network devices.	Unisys
NA 3	Compose, edit and download configuration files to equipment using administration platforms designed to provide single point of control, dissemination and rollback capability.	Unisys
NA 4	Upkeep maintenance and change data to the configuration management database and use as an operational database for network operation and documentation. Conduct near real time automatic email notification to the City of Minneapolis through change control of any network changes (Specifically, the network services inventory tool, or functionally equivalent tool).	Unisys
NA 5	Approve the process to track and monitor all access to network resources	City of Minneapolis
NA 6	Define and implement processes to track and monitor all access to network resources	Unisys
NA 7	Define and implement a process for linking all access to system components (especially access done with administrative privileges such as root) to each individual user.	Unisys
NA 8	Implement SYSLOG audit trails at the file level for all system components to include:	Unisys
	(A) All individual user access to confidential data	Unisys
	(B) All actions taken by any individual with root or administrative privileges	Unisys

### Exhibit 2.7 - Network Services

Ref #	Activity	Responsibility
	(C) Invalid logical access attempts	Unisys
	(D) Use of identification and authentication mechanisms	Unisys
	(E) Initialization of the audit logs	Unisys
	(F) Creation and deletion of system-level objects.	Unisys
NA 9	Record audit trail entries for system components for each event.	Unisys
NA 10	Synchronize all critical system clocks and times	Unisys
NA 11	Intentionally Blank	
NA 12	Review logs for all system components at least daily.	Unisys
NA 13	Facilitate the City of Minneapolis and/or a third party in conducting internal network vulnerability scans at least quarterly and after any significant change in the network.	Unisys
NA 14	Monitor all network traffic and alert personnel to suspected compromises	Unisys
NA 15	Intentionally Blank	
NA 16	Recommend a process for security event management and reporting that complies with City of Minneapolis security standards (with City's obligation to approve, and Unisys obligation to implement)	Unisys

Ref #	Activity	Responsibility
<b>SD</b>	<b>Service Desk General Roles and Responsibilities</b>	
SD 1	Set up Unisys Service Desk, including implementation of systems necessary to document, track and manage End-User service requests, inquiries and problem notifications.	Unisys
SD 2	Provide a single point of contact and coordination for all incident reports and requests for information and service in the Towers supported under this SOW	Unisys
SD 3	Provide Level 1 assistance to inquiries on the features, functions and usage of hardware and Software per the Service Desk Supported Hardware and Software appendices	Unisys
SD 4	Identify, escalate (e.g., Level 2 escalation), manage resolution and close Incidents	Unisys
SD 5	Manage the Root Cause Analysis process on recurring Incidents. Perform Root Cause Analysis on all recurring Sev 1 and 2 incidents.	Unisys
SD 6	Coordinate service delivery with Service Desks, as well as other support groups, for example, County Service Desk and 3rd party printer vendor Service Desk, within each of the other technology towers in coordination with business partners, City of Minneapolis, and all appropriate third-parties, as necessary	Unisys
SD 7	Assist, as reasonable, City of Minneapolis personnel who have called the Service Desk in error.	Unisys
SD 8	Provide VIP (Premium) Support Services as necessary	Unisys
<b>SD</b>	<b>Service Desk Operations and Administration Roles and Responsibilities</b>	
SD 9	Develop and document in the procedures manual operational procedures which meet City of Minneapolis requirements and adhere to City of Minneapolis Service Desk standards	Unisys
SD 10	Review and approve operational procedures	City of Minneapolis
SD 11	Receive, track, answer and resolve end-user calls	Unisys
SD 12	Coordinate installs, moves, adds, and changes (IMACs), for all technology Towers directly with City End Users. Communicate and schedule IMAC work efforts with City end users and personnel as needed . Verify that all IMACs have been completed as scheduled. Escalate all IMACs not completed according to schedule. Issue monthly reports on IMAC activity and issue completion reports for all IMAC projects as completed. Reports will be mutually agreed to, commercially reasonable and identified in the Policy, Procedures, and Standards Guide (PPSG)	Unisys
SD 13	Facilitate liaison meetings.	City of Minneapolis
SD 14	Provide list of supported applications for Tiers 1,2, and 4 in a format suitable for web publishing	Unisys
SD 15	Provide HR employee database updates and provide entitlement information to load ITSM 7 .	City of Minneapolis
SD 16	Provide IMAC Invoicing to the City Departments.	City of Minneapolis
SD 17	Provide basic "How to" function support and remote assistance for City of Minneapolis Tier 1 and Tier 2 applications included in the End-User Services Tower.	Unisys

Ref #	Activity	Responsibility
SD 18	Coordinate and administer employee end-user account administration, activation, changes and terminations, including: password/account setup and reset, remote access connectivity, E-mail accounts, end user IDs, and password resets. Report on a quarterly basis all current and changed (IMACs) defined email accounts and network accounts.	Unisys
SD 19	Provide end-to-end problem identification, escalation, resolution and closure process	Unisys
SD 20	Provide additional appropriately skilled resources as needed during planned and unplanned events	Unisys
SD 21	Follow Unisys service management processes and City of Minneapolis work procedures for the resolution of incidents and fulfillment of service requests.	Unisys
SD 22	Develop and document in the Procedures Manual, Unisys Service Desk administration procedures which meet the City of Minneapolis requirements and adhere to City of Minneapolis Service Desk standards	Unisys
SD 23	Review and approve Unisys Service Desk administration procedures	City of Minneapolis
SD 24	Select and implement Software and hardware (e.g., IVR) needed to collect, track and manage Service Requests received by Unisys Service Desk	Unisys
SD 25	Track/manage/report Unisys Service Desk utilization	Unisys
SD 26	Provide escalation contact list(s) for City of Minneapolis contacts	Unisys
SD 27	Maintain and provide escalation contact list(s) for all towers (including third parties such as vendors and service Unisys)	Unisys
SD 28	Issue broadcasts or other notices to provide status updates as required for planned and unplanned events	Unisys
SD 29	Provide end-user or manager online/portal access to service requests, ACD/IVR reports and Incident reports	Unisys
SD 30	Develop and execute procedures for conducting end-user satisfaction surveys for all related services according to the Service Level requirements	Unisys
SD 31	Approve procedures for end-user satisfaction surveys	City of Minneapolis
SD 32	Maintain a continuous improvement program that improves Service Desk services using metrics to improve service delivery and reduces the need to call and therefore reduces call volume	Unisys
SD 33	Work with Unisys operational and technical staff, and City of Minneapolis, to identify solutions that minimize the need to call Unisys Service Desk (e.g., additional end-user training, self help opportunities, root cause analysis)	Unisys
SD 34	Approve solutions that minimize the need to call Unisys Service Desk	City of Minneapolis
SD 35	Coordinate and make available environment documentation (i.e. network configuration, and inventory of software to be supported)	Unisys

Ref #	Activity	Responsibility
SD 36	Create and update City Standard Operating Procedures for Managed Services	City of Minneapolis
SD 37	Administer City's Standard Operating Procedures for Managed Services	Unisys
SD 38	Create, update and train new City of Minneapolis resolvers on ITSM 7	Unisys
SD 39	Maintain the City of Minneapolis On-Call Contact List	City of Minneapolis
SD 40	Provide data related to Software Catalogue, and Hardware Catalogue on a timely basis	Unisys
SD 41	Update BIS Services and Fees, Software Catalogue, and Hardware Catalogue on the City's intranet site	City of Minneapolis
<b>SD</b>	<b>Service Request and Trouble Ticket Management Roles and Responsibilities</b>	
SD 42	Identify and describe priorities, response and resolution targets for service calls and requests of differing impacts and forward non level 1 requests to the appropriate resolver group.	City of Minneapolis
SD 43	Provide a system to document, manage and track all requests for service, problem, and change management and inquiries regardless of the means by which the request is submitted (e.g., telephone, email, fax, direct online input by end-users)	Unisys
SD 44	Provide access for City of Minneapolis retained resolver groups to update tickets as required	Unisys
SD 45	Develop procedures to receive and respond to City of Minneapolis calls for service according to defined prioritization and resolution targets. Ensure that response to requests is based on priority and impact rather than the method used to notify the Service Desk.	Unisys
SD 46	Review and approve procedures to receive and respond to City of Minneapolis calls	City of Minneapolis
SD 47	Review and approve procedures for the escalation of Incidents	City of Minneapolis
SD 48	Submit application incidents and service requests for City of Minneapolis Application resolvers utilizing the Unisys Service Portal	City of Minneapolis
SD 49	Resolve Incidents within prescribed time limits, if possible, otherwise escalate to appropriate Level 2 resource	Unisys
SD 50	Identify problem characteristics and root causes	Unisys
SD 51	Categorize, prioritize and log all Incidents and responses from Service Unisys (e.g., inquiries/problems/service requests/resolution notes) in the Service Desk trouble ticket system	Unisys
SD 52	Monitor Incidents (Service Desk trouble tickets) and escalate per standards and procedures until resolution and End-User satisfaction	Unisys
SD 53	Prior to closing a ticket, verify acceptance of services by contacting the end-user to confirm results and obtain user approval for closing ticket. If user doesn't respond after three attempts, the ticket may be presumed resolved and closed.	Unisys
SD 54	Define and implement follow up process to be used with users that are not satisfied with Service Desk solution.	Unisys

Ref #	Activity	Responsibility
SD 55	Approve follow up process to be used with users that are not satisfied with Service Desk solution.	City of Minneapolis
SD 56	Ensure that inventory and configuration management records are updated to reflect completed Service Requests (IMACs, and others).	Unisys
<b>SD</b>	<b>Remote Desktop Management Roles and Responsibilities</b>	
SD 57	Recommend technology and develop standards for the use of remote control tools for maintenance and troubleshooting	Unisys
SD 58	Review and approve technology and standards for the use of remote control tools for maintenance and troubleshooting	City of Minneapolis
SD 59	Diagnose problems using remote control capability and when possible implement corrective actions to resolve problems. If resolution is not possible dispatch/escalate per the City of Minneapolis escalation procedures. Escalation and dispatch should occur as of the first call as required to resolve the problem.	Unisys
SD 60	Utilize remote controls to manage and update desktop System Software, and to maintain configuration and inventory information. Define and implement process to verify that updates were successfully implemented.	Unisys
SD 61	Utilize remote control tools to manage and enforce compliance with configuration management standards. Define and implement process to verify that configuration changes were successfully implemented.	Unisys
SD 62	Propose and implement strategies, methods and operational procedures to enable the enforcement of compliance to configuration management standards and the appropriate optimization at the desktop	Unisys
SD 63	Approve strategies, methods and operational procedures to enable the enforcement of compliance to configuration management standards and the appropriate optimization at the desktop.	City of Minneapolis
<b>SD</b>	<b>End User Administration Services Roles and Responsibilities</b>	
SD 64	Develop and document requirements and standards regarding End-User Administration	Unisys
SD 65	Approve requirements and standards regarding End-User administration	City of Minneapolis
SD 66	Receive and track Service Requests for End-User account activation, changes and terminations	Unisys
SD 67	Create, change and delete End-User accounts per Service Requests in accordance with the City of Minneapolis security standards	Unisys
SD 68	Coordinate as necessary with other specialized areas to manage End-User accounts	Unisys
SD 69	Reset passwords as required in accordance with City of Minneapolis and City of Minneapolis security standards	Unisys
<b>SD</b>	<b>IMAC Roles and Responsibilities</b>	

Ref #	Activity	Responsibility
SD 70	Receive and track requests for IMACs.	Unisys
SD 71	Confirm the requirements, scope and schedule and acquire City of Minneapolis approval of the IMAC request	Unisys
SD 72	Review and approve IMACs as appropriate	City of Minneapolis
SD 73	Contact the End-User and schedule an appropriate, agreed time for the work to take place in a manner that will ensure compliance with all related SLAs. Follow up with clients/customers to ensure completion and if not complete, escalate if required in compliance with all applicable SLAs.	Unisys
SD 74	Review and approve IMAC scheduling process.	City of Minneapolis
SD 75	Verify completion of IMACs by contacting the End-User to confirm End-User satisfaction. Expedited follow up if IMAC not completed or not to satisfaction and reopen ticket if IMAC is not completed to satisfaction or otherwise resolved through the escalation process..	Unisys
SD 76	Create and provide to City of Minneapolis IMAC and Service Desk Trending Charts	Unisys
SD 77	Provide coordination for small (10 or less pc, printer or other end-user devices) facilities projects, to include coordinating network connectivity	Unisys
<b>SD</b>	<b>Self Help Roles and Responsibilities</b>	
SD 78	Identify/recommend requirements for self-help capabilities and associated price increases or decreases	Unisys
SD 79	Review and approve requirements for self-help capabilities	City of Minneapolis
SD 80	Implement approved self-help capabilities that enable End-Users to perform self service	Unisys
SD 81	Monitor and review the effectiveness of implemented self-help capabilities and usage and review with City of Minneapolis on a regular basis	Unisys
<b>SD</b>	<b>Reporting Services Roles and Responsibilities</b>	
SD 82	Propose and provide a list of Service Desk management reports	Unisys
SD 83	Review and approve Service Desk management reports	City of Minneapolis
SD 84	Report on Unisys Service Desk statistics and trends as specified in the Procedures Manual (e.g., Service Request volumes and trends by types of End-Users)	Unisys
SD 85	Support ten ad hoc requests for customized reports annually. Provide full data extracts as requested.	Unisys
SD 86	Respond to emergency requests for data with Commercially Reasonable effort	Unisys
SD 87	Report on trends in Service Requests indicating a need for training or other corrective actions	Unisys
SD 88	Audit results and operations periodically	City of Minneapolis
SD 89	Provide City of Minneapolis with online/portal access to Unisys Service Desk reports	Unisys

**EXHIBIT 2 – APPENDIX A**  
**SUPPORTED HOURS OF OPERATION**

## Appendix A – Supported Services Hours of Coverage

Service Offering	Coverage
Program Management Office	5x9 - 8:00 AM to 5:00 PM CT Monday-Friday
Service Desk	Shared queue to meet SLA commitments 7x24x365, with the City of Minneapolis and one other Unisys customer of similar size during prime hours and multiple Unisys customers outside of prime hours.
Data Center Services	7x24x365
End-User Onsite Software Support; Desktop Equipment Hardware Maintenance	5X12 - 6:00 AM to 6:00 PM CT Monday-Friday
Production Server and Network Maintenance	7x24x365
Test, Q/A and Development Server Maintenance	5x12 - 6:00 AM to 6:00 PM CT
Install, Moves, Adds, Changes, Disposal Services	5X12 - 6:00 AM to 6:00 PM CT Monday-Friday
Network and Systems Management	7x24x365
Asset Management	5X12 - 6:00 AM to 6:00 PM CT Monday-Friday
Security Management	7x24x365
Asset Management and Procurement Services	5X12 - 6:00 AM to 6:00 PM CT Monday-Friday
Disaster Recovery Services	7x24x365

### City Designated Holidays

The following are designated Holidays for the City which may change from time to time.

- New Years Day
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

**EXHIBIT 2 – APPENDIX B**

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**EXHIBIT 2 - APPENDIX C**  
**SUPPORTED SOFTWARE AND HARDWARE**

**Appendix C to Exhibit 2**  
**Supported Software and Hardware**

1. General Provisions.

a) The purpose of this Appendix sets forth the understanding and intentions of the Parties regarding a common definition for "in scope" software and hardware. Wherever the term "in scope" is referenced in the Agreement for purposes of limiting or establishing the boundaries of the Services as they relate to end-user computing, data center hosting, and network management, the Parties agree that this Appendix shall determine which software and hardware products are within Unisys Services.

b) To the degree that the definitions described in this Appendix set forth boundaries, it intentionally does not declare a specific product list. Rather, the definitions are intentionally broad to enable the Services to be fluent as technology advances or business needs change, avoiding the necessity for contract amendments or financial change orders.

c) In general, the Parties acknowledge that certain situations are built into the Monthly Base Charge, IMAC charges, network services, or ARCs and RRCs and labor rates from the Rate Card and will not trigger contract amendments or change orders:

(i) Successive versions of software or hardware that are based on the same core technologies and represent natural evolution within product classes for products documented in the first Unisys inventory of equipment and software following the Effective Date.

(ii) Successive versions of software or hardware that may involve new technologies compared to prior versions in cases where the manufacturer has determined that the prior versions are nearing end-of-support life and where the manufacturer has designated a new technology as the natural evolutionary path that is generally recognized within the industry (e.g., Microsoft Windows XP to Vista), with such new products to be implemented on a Refresh basis only rather than as an enterprise migration.

d) In general, the Parties acknowledge that certain situations, subject to Unisys operational and financial assessment, may possibly trigger contract amendments or changes orders:

(i) Adoption of wholly new software or hardware technologies not documented in the *Supported Software and Hardware* reference document following the Effective Date.

(ii) Mass implementations of successive versions of software or hardware that are planned and coordinated as a group, departmental or enterprise transformation affecting more than five (5) simultaneous desktop users or three (3) simultaneous server or network devices.

2. **Classifications of Software**

a) "Tier 1 Unisys-Supported Software" shall mean: (i) software that is associated with the basic end-user desktop operating system or related utilities, or (ii) software that is associated with the basic enterprise server. This software may be part of the OEM or added to the base level image or images as they are defined, approved, and deployed in accordance with the change control procedures.

b) "Tier 2 Unisys-Supported Software" shall mean that software that is installed on top of the base image and is associated with basic end-user desktop personal productivity. This software generally is not used for specific and unique business purposes but can be in certain circumstances, provided that those circumstances are not in conflict with Unisys core competencies. Tier 2 Unisys-

Supported Software will be introduced into the environment in accordance with change control procedures and will be added to the supported hardware and software reference document. Implementation charges for the adoption of different software technologies may or may not be applied, subject to the Contract Amending process.

c) "Tier 3 City-Supported Software" shall mean that software that is installed on top of the base image and is associated with the specific needs of unique City end-users or departments, and is supported by City resolver groups. Additions and deletions to Tier 3 City-Supported Software will be introduced into the City environment in accordance with the change control procedures. Unisys support responsibilities for Tier 3 City-Supported Software involve install, re-install, or un-install of Tier 3 City-Supported Software following City-approved scripts, and/or warm transfer to City designated resolvers.

d) "Tier 4 Limited City-Supported Software" shall mean that software that is installed on top of the base image and is associated with the specific needs of City end-users or departments, and is supported by City of Minneapolis resolver groups with limitations that will be agreed to between the requesting business department leadership and City Business Information Services leadership at the time such software is brought into the City environment. Additions and deletions to this category will be introduced into the City environment in accordance with the change control procedures. Unisys support responsibilities for Tier 4 Limited City-Supported Software involves install, re-install, or un-install of Tier 4 Limited City-Supported Software following City-approved scripts, and/or warm transfer to City designated resolvers.

### 3. **Classifications of Hardware**

a) "Tier 1 End-User Supported Hardware" shall mean that hardware that is associated with the standard defined end-user desktop or laptop, including pre-approved directly attached monitor(s), storage devices, internet modems, and other commonly used peripherals. Tier 1 End-User Supported Hardware will be introduced into the environment in accordance with change control procedures and will be added to the *Supported Hardware and Software* reference document. Implementation charges for the adoption of different hardware technologies may or may not be applied, subject to the Contract Amending process.

b) "Tier 2 End-User Supported Hardware" shall mean that hardware that is associated with a unique City end-user or specific business need. It will require default coding in Unisys Service Location which identifies the Unisys Desk-Side Support team as the resolver. Unisys support for Tier 2 End-User Supported Hardware will be best effort following documented unique support procedures, and/or warm transfer to pre-approved City resolvers.

c) "Enterprise Servers" shall mean that hardware that is associated with Windows Intel servers and Unix servers and shall be identified on the *Supported Hardware and Software* reference document. New enterprise servers will be introduced into the City environment in accordance with change control procedures and will be added to the *Supported Hardware and Software* reference document. Implementation charges for the adoption of different hardware technologies may or may not be applied, subject to the Contract Amending process.

d) "Network Hardware" shall mean that network infrastructure hardware that is associated with City network and identified in the *Supported Hardware and Software* reference document. New network infrastructure hardware will be introduced into the City environment in accordance with change control procedures and will be added to the supported hardware reference document. Implementation charges for the adoption of different hardware technologies may or may not be applied, subject to the Contract Amending process.

**EXHIBIT 2 – APPENDIX D**

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**EXHIBIT 2 – APPENDIX E**

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**EXHIBIT 2 – APPENDIX F**

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**Exhibit 2 – Appendix G**

**Transition Plan**

**Transition Services Related Documentation**

There are multiple tasks that must be undertaken and completed by Unisys and the City in a time period following the Effective Date of Amendment K due to their direct relationship to the change in support services resulting from the amendment. A high level summary of the transition efforts required are identified in this Appendix.

The Parties agree that transition activities related to support services will occur during the project windows defined in the detailed transition project plan for each of the transition activities identified in this exhibit. Where documentation of acceptance criteria has not been created and reviewed prior to the Effective Date, both parties shall agree to pursue compliance and adherence to industry best practices:

- That are reasonable, applicable, and practical to City's Business Information Services and business needs
- That do not impose significant unplanned financial burden to one Party or the other
- To promptly participate in reasonable governance activities that help facilitate business continuity

The Parties agree that the pricing defined in Amendment K will be impacted by delays in the transition services. Consequently, City agrees to bear the financial responsibility for delays in completing transition activities that are due to City actions or inactions.

The parties agree to the following financial responsibilities in the event that either party delays the transition effort resulting in the following services not being fully operational at the end of the transition period defined in the transition project plan.

- **IMAC and Change Management:** The City will bear the additional financial costs for providing IMAC Coordination and Change Management utilizing the current City systems as a result of delay due to their actions or inactions. Unisys will not invoice for IMAC Coordination and Change Management base charges set forth in Exhibit 4, Appendix A, Table 1 as a result of delay due to their actions or inactions.
- **Managed Security Services (MSS):** Unisys will not invoice for the monthly base charge for MSS set forth in Exhibit 4, Appendix A, Table 1 as a result of delay due to their actions or inactions.
- **Unified Communications as a Service (UCaaS):** The City will receive an additional monthly charge of Three Thousand Six Hundred Dollars (\$3,600.00) to the base charges for UCaaS as set forth in Exhibit 4, Appendix A, Table 1 as a result of delay due to their actions or inactions. Unisys will bear the additional financial costs associated with maintaining the email messaging infrastructure dedicated to the City and hosted in the Unisys Eagan Data Center as a result of delay due to their actions or inactions.
- **Shared Storage Services:** The City will receive an additional monthly charge of Five Thousand Five Hundred Dollars (\$5,500.00) to the base charges for Data Center Hosting as set forth in Exhibit 4, Appendix A, Table 1 as a result of delay due to their actions or inactions. Unisys will bear the additional financial costs associated with maintaining the storage infrastructure dedicated to the City and hosted in the Unisys Eagan Data Center as a result of delay due to their actions or inactions.
- **ITSM Migration:** The City will receive Additional Resource Charges (ARCs) for incident volumes above the baseline as a result of the delay with implementing the ITSM service portal due to their actions or inactions. Unisys will bear the additional financial costs associated with providing additional Service Desk agents to support increased incident volume without receiving (ARCs) as a result of delay with implementing the ITSM service portal associated due to their actions or inactions.

**Transition Services Related Activities**

Unisys shall submit a detailed transition project plan which will outline the transition services to City related to the execution of Amendment K. The transition implementation will be completed within the project schedule defined in the transition project plan.

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The City will pay transition services fees in two equal payments of \$97,428.00 for a total fee of \$194,856.00. The first payment will be deducted from the Technology Refresh Fund following the effective date of the contract Amendment K and the second payment will be deducted from the Technology Refresh Fund upon completion of the transition services.

Each Transition Plan Work Effort identified below shall include at a minimum:

- A detailed project plan that reflects full implementation of the transition service.
- A roles and responsibilities matrix that details Unisys and City staff that will be dedicated to the implementation

**Unisys General Transition Plan Responsibilities:**

- Assign a transition manager to manage the transition efforts commencing the effective date of this amendment.
- PMO Account Director will review transition status with City identified executive
- Provide the City a detailed Microsoft Project Plan for all transition efforts and dependencies

**City General Transition Plan Responsibilities:**

- Assign a resource(s) with City approval authority for all Unisys transition efforts.
- Assign an executive sponsor

**Transition deliverables and completion dates:**

**1. Complete migration to Unisys ITSM platform for the following Service Management modules**

- Incident Management
- Problem Management
- Change Management
- Service Request Management
- Service Level Management

**Unisys Responsibility:**

- Assign an Implementation team accountable for the migration work efforts

**City Responsibility:**

- Assign resource(s) for the migration project with City approval authority based on defined acceptance criteria.

**Completion Date:** To be defined in the transition project plan.

**2. Deployment and testing of Unisys Service Portal for City Application Resolvers**

**Unisys Responsibility:**

- Assign a implementation manager accountable for deployment and acceptance criteria
- Complete training and work instructions for portal

**City Responsibility:**

- Assign a single point of contact for the City employee training
- Communicate approved incident and service request portal process to City employees

**Completion Date:** To be defined in the transition project plan.

**3. Complete operational setup and configuration work efforts for Managed Security Services.**

**Unisys Responsibility:**

- Assign an implementation team accountable for the defined security services implementation effort.
- Complete installation and configuration for Intrusion Protection for firewalls and Virtual Private Network (VPN) appliances.
- Complete the refresh of demilitarized zone (DMZ) network devices and policy configuration

September 10, 2010

- Complete design plan for the migration from Intrusion Detection Services (IDS) to Intrusion Protection Services (IPS).
- Complete setup and configuration of analytics for the security devices to be managed
- Complete reverse proxy configuration and access control for the City Web Application Firewall

**City Responsibility:**

- Assign a designated City contacts for the project reviews and approvals.
- Communicate new services to City employees

**Completion Date:** To be defined in the transition project plan.

**4. Complete migration of messaging services from a hosted infrastructure dedicated to the City to the Unisys Unified Communications as a Service (UCaaS) shared infrastructure.**

**Unisys Responsibility:**

- Assign an implementation team accountable for defined the defined migration efforts
- Complete migration of the City exchange mailboxes to UCaaS
- Complete deployment of the email archiving solution
- Complete deployment of the email eDiscovery solution
- Complete the deployment of the Office Communicator Service (OCS)

**City Responsibility:**

- Assign designated City contact(s) for the migration plan reviews and acceptance approvals.
- Communicate process and departmental requirements for the UCaaS migration.

**Completion Date:** To be defined in the transition project plan.

**5. Complete migration of stored data from a hosted infrastructure dedicated to the City to the Unisys shared storage infrastructure.**

**Unisys Responsibility:**

- Assign an implementation team accountable for defined the defined migration efforts
- Migrate the data located on the following City of Minneapolis storage systems to the Unisys Shared Storage infrastructure located in Eagan and Roseville:
  - DC-231, DMX1000 (Eagan)
  - DC-253, DMX1000 (Eagan)
  - DC-257, CX300 (Eagan)
  - DC-263, CX500 (Roseville)
- Re-allocate storage tiers to improve performance and reduce costs

**City Responsibility:**

- Assign designated City contact(s) for the migration plan reviews and acceptance approvals.
- Communicate process and departmental requirements for the storage migration efforts.

**Completion Date:** To be defined in the transition project plan.

## **Exhibit 2 Appendix H – Contract Amending Process**

The Contract Amending Process shall govern modifications and additions to the Services that have a financial impact upon the City, whether initiated by Unisys or the City. All changes to the Services shall be documented by either a Contract Amendment or by a Special Billing/Credit Authorization signed by both Parties.

- Contract Changes equal or less than Fifty Thousand dollars (\$50,000) will be initiated by submission of a Special Billing/Credit Authorization form (attached)
- Contract Changes in excess of Fifty Thousand dollars (\$50,000) will be initiated by City completion of a Contract Amendment form (attached)

**Exhibit 2 Appendix H – Contract Amending Process**

**SPECIAL BILLING/CREDIT AUTHORIZATION**

Pursuant to the terms of Section 9.2 of Part III of the Master Frame Agreement for Services dated as of December 31, 2007, between Unisys Corporation and City of Minneapolis, the following special billing and/or credit action is hereby authorized:

CHANGE ORDER TRACKING NUMBER: \_\_\_\_\_

DESCRIPTION OF MODIFIED OR ADDITIONAL SERVICES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a. One time adjustment related to the Modified or Additional Services described above:  
Billing Amount: \$ \_\_\_\_\_ Credit Amount: \$ \_\_\_\_\_

b. Adjustment to Monthly Base Charge:  
The Monthly Base Charge shall be modified as set forth in Exhibit A hereto.

In Witness Whereof, the parties hereto have executed this Special Billing/Credit Authorization as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**UNISYS CORPORATION**

**CITY OF MINNEAPOLIS**

By: \_\_\_\_\_  
Name

By: \_\_\_\_\_  
Name

Its: \_\_\_\_\_  
Title

Its: \_\_\_\_\_  
Title



**EXHIBIT 2 – APPENDIX I**

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## Exhibit 2 Appendix J - Unisys Service Locations

Service Tower	Type of Service (eg., Messaging)	Unisys Site Name	Address	SAS-70 Required ?
Asset Management	Asset Services	PMO	350 South 5th Street, Minneapolis MN 55415	No
Cross Functional	Program Management	PMO		
Data Center Hosting	QA	Roseville MSC	2470 Highcrest Rd, Roseville MN 55113	Yes
Data Center Hosting	Disaster Recovery	Roseville MSC		
Data Center Hosting	Data Center Managed Services	Eagan MSC	3199 Pilot Knob Road, Eagan MN 55415	Yes
E-Mail Messaging	Data Center Managed Services	Eagan MSC		
End User Services	End User Services	PMO	350 South 5th Street, Minneapolis MN 55415	No
General Management	Program Management	PMO		
Network	Network Management Services	Blue Bell MSC	Township Line & Union Meeting Rds-A, Blue Bell PA 19424	Yes
Service Desk	Service Desk	SLC MSC	480 North 2200 West, Salt Lake City UT 84116	No

**EXHIBIT 2 – APPENDIX K**  
**SUB-CONTRACTORS**

## **Exhibit 2, Appendix K – Sub-Contractors**

Unisys shall provide supporting information for each of the Subcontractors it employs to deliver the Services.

Subcontracting the provision of any portion of the Services in accordance with this Agreement shall not relieve Unisys of any of its obligations under this Agreement. Unisys shall be responsible for the work and activities of each of Unisys Subcontractors, including compliance with the terms of this Agreement. Unisys shall be responsible for all payments to Unisys Subcontractors in connection with the provision of Services.

Subcontractors responsible for delivery of any of the Services described in this Agreement are listed in this Appendix. Prior to making any material modification to any subcontract relating to the Services, substituting one Subcontractor for another, or engaging a new Subcontractor, Unisys shall notify City of the proposed modification, substitution or engagement and shall obtain City's approval thereof as set forth in the Agreement. If such modification, substitutions or engagement is approved by City, the list of approved Subcontractors set forth in this Appendix shall be revised accordingly.

City may request, by written notice, that Unisys replace any Unisys Subcontractor for the reasons stated in such notice. After receipt of such notice, Unisys shall immediately remove the Unisys Subcontractor from City premises and shall have five (5) days in which to investigate the matter stated and discuss its findings with City. In the event that, following that five (5) day period, City still requests replacement of Unisys Subcontractor, Unisys shall use commercially reasonable efforts to cease using such Unisys Subcontractor to provide the Services.

For each proposed Subcontractor, Unisys shall provide the following:

- Subcontractor name
- Description of products or services to be provided in support of the Services
- Subcontractor location from which its portion of the Services will be provided
- Subcontractor qualifications to deliver its portion of the Services

<b>Subcontractor (Company Name)</b>	<b>Service Tower</b>	<b>Service</b>	<b>Service Location</b>	<b>SAS-70 Required (Y/N)</b>
Bitsolutions LLC	End User Services	Deskside	350 South 5th Street, Minneapolis, MN 55415	N
Third Wave Partnership, LLC	End User Services	Deskside	350 South 5th Street, Minneapolis, MN 55415	N
Resolution Inc	End User Services	Disposal	350 South 5th Street, Minneapolis, MN 55415	N
TEKsystems, Inc.	End User Services	Deskside	20750 Civic Center Drive, #400 Southfield, MI 48076 (248) 728-9607	N

**EXHIBIT 2 – APPENDIX L**  
**SERVICE LEVELS**

**Appendix L to Exhibit 2**  
**Service Levels**

1. **General Provisions.**

a) General.

(i) At all times commencing as of the Effective Date and thereafter during the Term of the Agreement and the Termination Assistance Period, Unisys shall perform the Services (a) where specific metrics have been defined, at the specific performance indicators identified in Attachment 1 to this Appendix (the “**Service Levels**”) and (b) where specific metrics have not been defined, at the level and degree of accuracy, quality, completeness, timeliness, responsiveness and efficiency otherwise required by the Agreement ( the “**Performance Standards**”).

(ii) The Service Levels are intended to measure whether Unisys is meeting some, but not all, of Unisys contractual commitments to City. Unisys shall monitor, record and deliver to City evidence of Unisys performance during the Term of the Agreement and the Termination Assistance Period with respect to satisfactory fulfillment of the Unisys contractual commitments with respect to Service Levels to City.

(iii) Attachment 1 to this Appendix sets forth certain quantitative Key Performance Indicators (“KPIs”) and Operational Performance Indicators (“OPIs”) against which Unisys performance of the Services shall be measured. Unisys shall perform the Services at or above the Service Levels indicated in Attachment 1 to this Appendix.

(iv) Unisys shall be responsible for and have in place as of the Effective Date all of the measurement, monitoring and reporting capabilities necessary and appropriate for measuring Unisys performance against the KPIs and OPIs as defined in this Appendix and Attachment 1 to this Appendix.

(v) Unless otherwise stated, all Service Levels shall be measured on a seven days-a-week, 24 hours-per-day, 365 days-per-year basis.

(vi) Unisys shall promptly investigate any failure to achieve a Service Level and, to the extent such failure was caused by or is the responsibility of Unisys, correct performance related failures associated with Service Levels as part of the Services. Unisys shall minimize recurrences of such failures for which it is responsible. Unisys shall promptly notify City of Service Level failures.

(vii) Unisys shall be responsible for reporting problems that reasonably could be expected to have an adverse effect on the Services in accordance with the notification and problem management mechanisms set forth in **Exhibit 2**.

b) Reporting of Performance Measures.

(i) Unisys shall assemble and create the reports on the performance of the Services as agreed to by the Parties pursuant to Section 6 of **Exhibit 2, Appendix G**.

(ii) Unisys shall provide supporting information for each report to City in machine-readable form for use on a personal computer. In addition, Unisys shall make such information (a) available on-line and (b) the raw data used to calculate the Service Levels as agreed to by the Parties pursuant to Section 6 of **Exhibit 2, Appendix G**. The raw data and detailed supporting information shall be deemed City Confidential Information.

(iii) Except as otherwise expressly provided in Attachment 1 to this Appendix, all Service Levels shall be reported on a calendar month basis using consistent tools and methodologies.

(iv) On the First business day after the 15<sup>th</sup> day of each month, Unisys shall provide a monthly performance report as agreed to by the Parties pursuant to Section 6 of **Exhibit 2, Appendix G**.

(v) In addition to reporting on Service Levels for the most recent month or specified measurement period, Unisys shall provide historical reporting on KPIs and OPIs including year to date data for a rolling 12 months.

c)

## 2. **Service Level Obligations**

### a) Service Level Obligations.

The metrics for KPIs and OPIs are described in Attachment 1 to this Appendix.

### b) Commencement of Service Level Obligations.

The Parties agree and acknowledge that Unisys shall begin delivering the Services in accordance with this Appendix as of the Effective Date of the Agreement.

### c) Service Level Types; Service Level Adjustments.

All Service Levels are important to the proper support and operation of City's business, however, certain of the Service Levels are of particular importance to City's business and are therefore designated as KPIs. In the event of a Service Level Default for a KPI, City shall receive a Service Level Credit in accordance with the terms of this Appendix. In addition to the foregoing, if Unisys commits any Service Level Default for a KPI or OPI more than once in a six-month period, the Parties shall escalate the failure to the applicable governance committee in accordance with **Exhibit 5** and Unisys shall provide to a formal recovery plan to City within seven (7) Business Days.

## 3. **Additions, Deletions and Adjustments of Service Levels.**

### a) Deletions and Adjustments.

City may, by sending written notice to Unisys at least ninety (90) days prior to the date that such deletion or adjustment is to be effective, (i) delete KPIs or OPIs, (ii) change the status of one or more Service Levels (e.g., from KPI to OPI, or from OPI to KPI) or (iii) reallocate the Allocation of Pool Percentage; provided, that City may send such a notice (which notice may contain multiple changes) not more than once each six (6) month period within a Contract Year. Such notice shall include changes (including changes to the Service Level Credit specifications for KPIs) necessary to accommodate the deletions and adjustments to be made pursuant to this Appendix.

### b) Additions of Service Levels.

Service Levels may be added in accordance with the Change Control process. The Parties agree that new KPIs and OPIs (provided that a change in status is not a new Service Level) shall be established in one of the following ways:

(i) Where at least four (4) months of service measurements exist for a particular Service that is being provided by Unisys, the Parties agree that the Service Level shall be defined as the highest of such service measurements for those prior four (4) months, unless otherwise agreed by the parties.

(ii) Where no measurements exist for a particular new Service, the Parties shall establish the Service Level by measuring the Service Level for four months and then applying the methodology set forth in Section (i) above. So long as such Service Level can be measured using measurement processes and tools then used by Unisys in connection with the Agreement, Unisys shall begin providing monthly measurements within thirty (30) calendar days (unless otherwise agreed by the Parties) after the Unisys's receipt of City's written request. If such Service Level cannot be measured using measurement processes and tools then used by Unisys in connection with the Agreement, the processes and tools (including time period for commencing measurement) shall be established in accordance with the Contract Amending process.

c) Continuous Improvement of Service Levels.

The Parties agree to the concept of continuous improvement and that the KPIs and OPIs shall be modified during the Term of the Agreement and the Termination Assistance period to reflect this concept. To accomplish this, beginning January 1, 2007 and on each anniversary thereof, the Parties shall adjust the KPIs and OPIs (i) designated as subject to adjustment in Attachment 1 to this Appendix and (ii) for which 12 months of performance data from a consecutive 12-month period exists, as described below.

(i) Automatic Recalculation. Each applicable Service Level as specified in Attachment 1 to this Appendix shall be reset to the average of the four highest monthly actual results (e.g., 99.6% is higher than 99.4%) at or above the Service Levels achieved during the previous 12 months; provided that, if fewer than four monthly actual results exceeded the Service Level, the Service Level shall be reset by taking the four highest monthly actual results, replacing each such actual result that is below the Service Level with the Service Level, and dividing the sum of the resulting four numbers by four. For example, if the Service Level being adjusted were 99.6%, and there were three actual results that were higher and none equal (e.g., 99.9%, 99.8%, and 99.7%), the calculation would be  $((99.9\% + 99.8\% + 99.7\% + 99.6\%) / 4) = 99.75\%$ , with the subsequent reset governed as stated in this Section 3(c)(i). Notwithstanding the foregoing, no single increase in a Service Level for any 12-month period may exceed 10% of the difference between 100% and the then-current Service Level. For example, if the Service Level being adjusted were 99.6%, the maximum increase for that reset would be 0.04% (i.e., from 99.6% to 99.64%).

As of the Effective Date, the Parties have specified in Attachment 1 to this Appendix whether specific Service Levels are subject to this continuous improvement process in this Section 3(c)(i). The Parties may agree to change the designation of a Service Level as subject to the continuous improvement process.

Additional or replacement continuous improvement methodologies may be considered and implemented by the governance committees.

(ii) Annual Review. Each applicable Service Level as specified in Attachment 1 to this Appendix shall be reviewed by the governance committees for adjustment if applicable.

4. **Single Point of Contact.**

City and Unisys shall provide a single point of contact for the prompt resolution of all Service Level Defaults regardless of whether the reason for such Service Level Defaults was caused by Unisys or City.

5. **Measuring Tools.**

The measuring tools and methodology to be used by Unisys to measure and report on Service Level performance shall be agreed upon by Unisys and City (for Service Levels set forth in Attachment 1 to this Appendix) on or before the Effective Date. If Unisys fails to measure a Service Level, such failure shall be deemed a Service Level Default for the Service Level and Unisys shall issue City any Service Level Credits applicable to such Service Level each month until Unisys proposes and implements an acceptable measuring tool. The Parties shall update the "Measurement Tool" column of Attachment 1 to this Appendix to include all new, mutually agreed upon measurement tools and methodologies.

Measuring tools for new Service Levels (excluding adjustments to existing Service Levels) shall be implemented in accordance with the Contract Amending process.

If one Party requests to use a different measuring tool or methodology for a Service Level, such request shall be subject to the Contract Amending process, including the timing for the implementation of any new tool. If City provides a measurement tool, then City may change the measurement tool in its discretion and the Parties shall agree to any adjustments to the Service Level measurements as reasonably necessary to account for any increased or decreased sensitivity in the new measuring tools. It is not anticipated that changes in the measuring tools shall drive changes in Service Levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in measuring tools.

6. **Service Level Credits.**

a) Service Level Credits.

(i) Attachment 1 to this Appendix sets forth the information required to calculate the Service Level Credits that Unisys shall issue to City (or apply against Monthly Base Charge) in the event of a Service Level Default for KPIs. Although Service Level Credits shall be shown on each Monthly Invoice, the credits shall be issued to City on a six-month basis as described in Section 6c) below.

(ii) For each Service Level Default for a KPI, Unisys shall issue to City a Service Level Credit that shall be computed in accordance with the following formula:

$$\text{Monthly Service Level Credit} = A \times B$$

A = The Monthly Charges multiplied by the At Risk Amount.

B = The Allocation of Pool Percentage.

For example, assume that Unisys fails to meet the Service Level, and that the Monthly Charges for the month in which the Service Level Default occurred were \$1,000,000. Additionally, assume that the Allocation of Pool Percentage for such Service Level is 20%. The Service Level Credit due to City for such Service Level Default would be computed as follows:

A = \$100,000 (\$1,000,000 - the Monthly Charges within the Service Tower x 7.5% - the At Risk Amount);

Multiplied by

B = 20%;

= \$15,000

(iii) In no event shall the amount of Service Level Credits accrued to potentially be credited to City with respect to all Service Level Defaults occurring in a single month exceed, in total, the applicable At Risk Amount.

(iv) Unisys shall notify City in writing if City becomes entitled to a Service Level Credit, which notice shall be provided monthly and shall describe the Service Level Default for the month that is the subject of the monthly report. The monthly reports shall also describe any failure to meet OPIs for the month being reported on.

b) Service Level Credit Earn Back.

(i) For KPI Service Levels only, Unisys has the opportunity to earn back the Service Level Credit if, during each of the two months immediately following the Service Level Default, Unisys achieved a performance in a KPI that was greater than or equal to the Service Level in effect for such KPI during the preceding 6-month period, and there is not more than one Service Level Default in the six-month period, Unisys shall be relieved from paying any Service Level Credit assessed during the six-month reporting window for such Service Level.

(ii) The Service Level Credit Earn Back process is based on the Service Level Reporting Period.

(iii) Within fifteen (15) business days after the end of each 6-month period during the Term, Unisys shall provide a summary report to City that shall include, with respect to each KPI for which there was a Service Level Default during the preceding six (6) months, the following statistics on Unisys average monthly performance by month during the period: the average of Unisys monthly performance in that KPI during the preceding six (6) months; and the total amount of related Service Level Credits by month.

(iv) If the Agreement is terminated prior to the end of the Term of the Agreement, the foregoing process shall be undertaken with respect to the portion of the reporting period during which the Agreement was in effect.

c) Semi-Annual Reconciliation of Service Level Credits and Service Level Credit Earn Backs.

The final disposition of Service Level Credits and Service Level Credit Earn Backs shall be reconciled immediately following the completion of each six month reporting period. Total Service Level Credit recovery realized during the reporting period shall be subtracted from the total Service Level Credits incurred during the reporting period. The remainder shall be credited against the Monthly Base Charge to City on the first monthly invoice of the next reporting period.

**7. Performance Failures.**

For purposes of Section 20.4 of the Agreement, a Performance Failure shall be considered a material default. "Performance Failure" shall be defined as an instance in which Unisys (a) fails to meet the same KPI Service Level six (6) times within any rolling twelve (12) month period, or (b) if 200 percentage points or more are accrued in a rolling three (3) month period for Service Level Credits (with the understanding that for purposes of this calculation no single KPI shall be valued at greater than 95%).

**8. Annual Review.**

At least once each year during the Term of the Agreement and the Termination Assistance period, Unisys and City shall review the Service Levels and shall make mutually agreed upon adjustments to reflect any improved performance capabilities associated with advances in the technology and methods used to perform the Services. The Parties shall also review any other considerations relating to the Service Levels raised by either Party. Notwithstanding City's rights under Section 3 of

Part III to the Agreement, as part of this review process, the Parties may: (a) jointly determine and agree on the addition and/or removal of Service Levels, (b) revise the categorization of Service Levels as either KPIs or OPIs, (c) revise the results of the automatic continuous improvement adjustment developed for a particular Service Level pursuant to Section 3(c) of this Appendix or improve a particular Service Level not subject to the automatic continuous improvement adjustments of Section 3(c) of this Appendix.

**9. Multiple Related Service Level Defaults**

In the event that multiple Service Level KPIs are impacted by the same root cause, only one Service Level shall be counted as unachieved (such Service Level to be designated by City), for purposes of Service Level Credits.

Exhibit 2 Appendix L - Service Level Matrix

No.	Service Level Description	Service Level Class	Metric/Measurement	Calculation Definition	Measurement Window	Reporting Window	Target Service Level	Allocation Pool Percentage
<b>DCH</b>	<b>Data Center Hosting</b>							
<b>DCH 1</b>	<b>Production High Availability Server - Tier 1 Data Center Server (e.g., Tier 1 Unix, Tier 1 Data Center, Wintel Enterprise Data Center, Wintel Tier 1 Data Center), Shared Storage Arrays</b>	KPI	Server Availability (not including scheduled downtime) includes hardware, system software, database, data access.  This is an aggregate of all high availability servers.	$(\text{Total scheduled availability} - \text{Total provider unscheduled downtime}) / (\text{Total scheduled availability})$	7x24	Monthly	Service Availability will be at or above 99.9%	12.5%
<b>DCH 2</b>	<b>Production Standard Availability Server (All other Data Center Servers)</b>	KPI	Server Availability (not including scheduled downtime) includes hardware, system software, database, data access.	Individual Service Availability is calculated as: [[Scheduled availability - Provider unscheduled downtime]] / [Scheduled availability] and % Compliance = [(total number of servers with Individual Service Availability that is at or above 99.5%) / (total number of servers in this class)]	7x24	Monthly	95% of all individual services will be at or above 99.5%	12.5%
<b>DCH 3</b>	<b>Time to Respond - SEVERITY 1</b>	KPI	Measures the percentage of SEVERITY 1 support tickets that are responded to within thirty (30) minutes of ticket assignment.	$\# \text{ of CRITICAL support tickets responded to within 30 minutes} / \text{Total \# of CRITICAL support tickets in period}$	7x24	Monthly	98%	12.5%
<b>DCH 4</b>	<b>Time to Respond - SEVERITY 2 &amp; 3</b>	OPI	Measures the percentage of SEVERITY 2 & 3 support tickets that are responded to within four (4) business hours of ticket assignment.	$\# \text{ of NON-CRITICAL support tickets responded to within 4 business hours} / \text{Total \# of support tickets in period}$	7x24	Monthly	98%	

Exhibit 2 Appendix L - Service Level Matrix

No.	Service Level Description	Service Level Class	Metric/Measurement	Calculation Definition	Measurement Window	Reporting Window	Target Service Level	Allocation Pool Percentage
DCH 5	Time to Resolve - SEVERITY 1	KPI	Measures the percentage of SEVERITY 1 support tickets that are resolved within four (4) hours of ticket assignment, excluding time for which City resolvers (or City agents) are working on resolution.	# of SEVERITY 1 support tickets resolved within 4 hours / Total # of SEVERITY 1 support tickets in period	7x24	Monthly	95%	12.5%
DCH 6	Time to Resolve - SEVERITY 2	KPI	Measures the percentage of SEVERITY 2 support tickets that are resolved within twenty-four (24) hours of ticket assignment.	# of SEVERITY 2 support tickets resolved within 24 hours / Total # of Severity 2 support tickets in period	7x24	Monthly	95%	12.5%
DCH 7	Time to Resolve - SEVERITY 3	OPI	Measures the percentage of SEVERITY 3 support tickets that are resolved within three (3) business days of ticket assignment.	# of SEVERITY 3 support tickets resolved within 3 business days / Total # of Severity 3 support tickets in period	7x24	Monthly	95%	
DCH 8	Production Server - Backup Management	OPI	Weekly Full/Nightly incremental backup of high availability & standard production servers, excludes open individual files but not open databases	(# server backups successfully completed according to City policy) / (# server backups scheduled per City policy )	7x24	Monthly	98% compliance to the City Server Backup Schedule. NOTE: If a given scheduled backup fails to execute properly in two (2) successive cycles, it will be deemed to have missed this SLA.	
DCH 9	Production High Availability Server - Restore Management	OPI	Percentage of restores initiated by City within sixty (60) minutes hour.	(# restores initiated within 60 minutes from City initiation) / (# restores initiated in reporting period)	7x24	Monthly	98% approved restores initiated in 60 minutes	

Exhibit 2 Appendix L - Service Level Matrix

No.	Service Level Description	Service Level Class	Metric/Measurement	Calculation Definition	Measurement Window	Reporting Window	Target Service Level	Allocation Pool Percentage
DCH 10	<b>Production Standard Server - Restore Management</b>	OPI	Percentage of restores initiated by City within one hundred twenty (120) minutes.	(# restores initiated within 120 minutes from City initiation) / (# restores initiated in reporting period)	7x24	Monthly	98% approved restores initiated in 120 minutes	
DCH 11	<b>Production High Availability - Production Batch Application Processing for Autosys-enabled batch jobs (or successor technologies)</b>	OPI	Processing of batch jobs for standard servers - Batch Job Completion On Time	(# Unisys managed batch jobs that completed successfully as scheduled during period) / (Total # of Unisys managed batch jobs that were scheduled during period)	7x24	Monthly	98% of all Unisys managed batch jobs will be successfully completed as scheduled	
DCH 12	<b>Production Standard Server - Production Batch Application Processing</b>	OPI	Processing of batch jobs for standard servers - Batch Job Completion On Time	(# Unisys managed batch jobs that completed successfully as scheduled during period) / (Total # of Unisys managed batch jobs that were scheduled during period)	7x24	Monthly	96% of all Unisys managed batch jobs will be successfully completed as scheduled	
DCH 13	<b>Security Patches Completion Report</b>	OPI	Number of Approved (via the ITIL change management process) Operating System and Security patches deployed	(Total number of applicable devices with approved Operating System and Security System Patches deployed) / (total number of applicable devices)	7x24	Monthly	98% of Approved Patches completed within each month (If a given security patch fails for a second successive month, the service level will be deemed to be missed.)	

Exhibit 2 Appendix L - Service Level Matrix

No.	Service Level Description	Service Level Class	Metric/Measurement	Calculation Definition	Measurement Window	Reporting Window	Target Service Level	Allocation Pool Percentage
DCH 14	<b>Critical Server OS &amp; Security Patches Completion Report</b>	KPI	Number of City Approved Critical (via the ITIL change management process) Operating System and Security patches deployed within forty-eight (48) hours.	(Total number of applicable devices with approved Operating System and Security System Patches deployed within 48 hours) / (total number of applicable devices)	7x24	Monthly	98% of City Approved Patches completed within 48 hours (If a given security patch fails for a second successive 48 hour period, the service level will be deemed to be missed.)	12.5%
DCH 15	<b>Remote Access REQUEST NEW or CHANGE EXISTING</b>	OPI	Turnaround time	From receipt of approved request to completion	5X9 M-F 8:00A-5:00P Local Time	Monthly	95% of requests completed within 3 business days	
DCH 16	<b>IT Account Administration REQUEST NEW or CHANGE EXISTING</b>	KPI	Turnaround time	From receipt of approved request to completion	5X9 M-F 8:00A-5:00P Local Time	Monthly	98% of requests completed within 1 business day	12.5%
DCH 17	<b>IT Account Administration Employee Departure REQUEST</b>	KPI	Turnaround time for completion of access disablement	From receipt of approved request to completion	5X9 M-F 8:00A-5:00P Local Time	Monthly	98% of requests <= 4 hours or at scheduled time and date for planned separations	12.5%
<b>EM</b>	<b>Email and Messaging</b>							
EM 1	<b>Messaging System Availability</b>	KPI	Measures the availability of the Messaging Services, (not including scheduled downtime). Includes hardware, system software.	(Scheduled availability - Unisys unscheduled downtime) / (Scheduled availability)	7X24	Monthly	System/Service Availability will be at or above 99.9%	12.5%

Exhibit 2 Appendix L - Service Level Matrix

No.	Service Level Description	Service Level Class	Metric/Measurement	Calculation Definition	Measurement Window	Reporting Window	Target Service Level	Allocation Pool Percentage
EM 2	Archiving & eDiscovery Availability	KPI	Measure the availability of the archiving and eDiscovery Services, (not including scheduled downtime). Includes hardware, system software	(Scheduled availability - Unisys unscheduled downtime) / (Scheduled availability)	5X13 M-F 7:00A-8:00P Local Time	Monthly	System/Service Availability will be at or above 99.5%	12.5%
EM 3	Email Requests, to include: User Account Creation or Modification and Creation of Custom Distribution Lists	OPI	Percentage of all requests completed inside an elapsed time window of one (1) business day measuring from time an approved request is received by Unisys to the completion of the request.	(Total number of approved requests that were closed within 1 business day) / (total number of approved requests)	5X13 M-F 7:00A-8:00P Local Time	Monthly	95% of requests processed in 1 business days.	
SD	<b>Service Desk</b>							
SD 1	Speed To Answer	KPI	Elapsed time	# of calls answered by an agent within target / total # of calls during measurement period, excluding days where call volumes exceed 25% of average daily volumes for a like day (e.g., Monday current to Mondays past, Tuesday current to Tuesdays past, etc.)	7x24	Monthly	95% of calls <=45 seconds	12.5%
SD 2	Call Abandonment Rate	OPI	% of calls abandoned, excludes abandons within thirty (30) seconds	# of calls abandoned/total # of calls during measurement period, excluding days where call volumes exceed 25% of average daily volumes for a like day (e.g., Monday current to Mondays past, Tuesday current to Tuesdays past, etc.)	7x24	Monthly	< =3%	

Exhibit 2 Appendix L - Service Level Matrix

No.	Service Level Description	Service Level Class	Metric/Measurement	Calculation Definition	Measurement Window	Reporting Window	Target Service Level	Allocation Pool Percentage
SD 3	Email/Web Portal Response Time	KPI	Elapsed time	# of contacts being worked by a Level 1 Support agent within target / total # of contacts during measurement period. Excludes auto-route incidents	5X12 M-F 6:00A-6:00P Local Time	Monthly	95% of contacts ≤ 4 hours	12.5%
SD 4	Tickets Resolved at First Level	KPI	Measures tickets resolved by Level 1 agent. Excludes tickets correctly dispatched to non-Unisys resolver groups or associated with hardware failures.	# of tickets resolved by Level 1 agent / total # of tickets during measurement period	7x24	Monthly	90% resolved	12.5%
SD 5	Repeat Incident	KPI	Measures tickets closed by Unisys that subsequently experience a repeat incident ticket	# of repeat incident tickets in period / total # of tickets opened during measurement period	7x24	Monthly	≤ 3%	12.5%
SD 6	Customer Satisfaction - Rate	KPI	Measures the satisfaction of ticket initiators with Unisys services (on a five point scale)	# of responses greater than or equal to the service level / total # of responses in the period	7x24	Monthly	85% ≥ 4.0	12.5%
<b>EUS</b>	<b>End User Services</b>							
EUS 1	All Desktop/Laptop-IMAC	KPI	The number of IMACs completed within the defined timeframe: Less than 5 devices - 5 days 6-10 devices - 10 days 11-30 devices - 20 days	From receipt of equipment or software to completion of request	5X9 M-F 8:00A-5:00P Local Time	Monthly	95% of requests completed within prescribed time frames	12.5%

Exhibit 2 Appendix L - Service Level Matrix

No.	Service Level Description	Service Level Class	Metric/Measurement	Calculation Definition	Measurement Window	Reporting Window	Target Service Level	Allocation Pool Percentage
EUS 2	Desktop/ Laptop OS & Security Patches Completion Report	OPI	Number of Approved (via the ITIL change management process) Operating System and Security patches distributed by agreed means	(Total number of applicable devices with approved Operating System and Security System Patches distributed) / (total number of applicable devices)	7x24	Monthly	98% of Approved Patches completed within each month (If a given security patch fails for a second successive month, the service level will be deemed to be missed.)	
EUS 3	INTENTIONALLY LEFT BLANK							
EUS 4	VIP Elapsed Time to Respond	OPI	Measures the percentage of VIP tickets responded to within thirty (30) minutes. Restricted to VIPs within the City of Minneapolis boundaries.	# of VIP tickets responded to on time / total # of VIP tickets in period	7x24	Monthly	90% <= 30 minutes	
EUS 5	VIP Elapsed Time to Resolve	KPI	Measures the time from VIP ticket open to ticket resolved for all trouble tickets assigned by Help Desk to desk side support	# of VIP tickets resolved on time / total # of VIP tickets in period	7x24	Monthly	90% <= 4 hours	12.5%
EUS 6	Elapsed Time to Resolve - Equipment	KPI	Measures the time from ticket open in ITSM to ticket resolved for all trouble tickets assigned by Help Desk to desk side support for equipment support issues	# of tickets resolved on time / total # of tickets in period	5X9 M-F 8:00A-5:00P Local Time	Monthly	90% <= 1 business days	12.5%
EUS 7	Elapsed Time to Resolve - Software	KPI	Measures the time from ticket open in ITSM to ticket resolved for all trouble tickets assigned by Help Desk to desk side support for Software support issues	# of tickets resolved on time / total # of tickets in period	5X9 M-F 8:00A-5:00P Local Time	Monthly	90% <= 4 hours	12.5%

Exhibit 2 Appendix L - Service Level Matrix

No.	Service Level Description	Service Level Class	Metric/Measurement	Calculation Definition	Measurement Window	Reporting Window	Target Service Level	Allocation Pool Percentage
<b>NS Network Services</b>								
NS 1	Network Availability	KPI	Network Device Availability (not including scheduled downtime) includes hardware, system software, database, data access. This is an aggregate of all network devices.	$(\text{Total scheduled availability} - \text{Total Unisys unscheduled downtime}) / (\text{Total scheduled availability})$	7x24	Monthly	Service Availability will be at or above 99.9%	12.5%
NS 2	Time to Respond - SEVERITY 1	KPI	Measures the percentage of SEVERITY 1 support tickets that are responded to within thirty (30) minutes of ticket assignment.	$\# \text{ of SEVERITY 1 support tickets responded to within 30 minutes} / \text{Total \# of SEVERITY 1 support tickets in period}$	7x24	Monthly	98%	12.5%
NS 3	Time to Respond - SEVERITY 2 & 3	OPI	Measures the percentage of SEVERITY 2 & 3 support tickets that are responded to within four (4) business hours of ticket assignment.	$\# \text{ of SEVERITY 2 \& 3 support tickets responded to within 4 business hours} / \text{Total \# of support tickets in period}$	7x24	Monthly	98%	
NS 4	Time to Resolve - SEVERITY 1	KPI	Measures the percentage of SEVERITY 1 support tickets that are resolved within four (4) hours of ticket assignment.	$\# \text{ of SEVERITY 1 support tickets resolved within 4 hours} / \text{Total \# of SEVERITY 1 support tickets in period}$	7x24	Monthly	95%	12.5%
NS 5	Time to Resolve - SEVERITY 2	KPI	Measures the percentage of SEVERITY 2 support tickets that are resolved within twenty-four (24) hours of ticket assignment.	$\# \text{ of SEVERITY 2 support tickets resolved within 24 hours} / \text{Total \# of support tickets in period}$	7x24	Monthly	95%	12.5%
NS 6	Time to Resolve - SEVERITY 3	OPI	Measures the percentage of SEVERITY 3 support tickets that are resolved within three (3) business days of ticket assignment.	$\# \text{ of SEVERITY 3 support tickets resolved within 3 business days} / \text{Total \# of support tickets in period}$	7x24	Monthly	95%	
<b>MSS Managed Security Services</b>								

Exhibit 2 Appendix L - Service Level Matrix

No.	Service Level Description	Service Level Class	Metric/Measurement	Calculation Definition	Measurement Window	Reporting Window	Target Service Level	Allocation Pool Percentage
MSS 1	Availability of the Portal (min) - down time	KPI	Average mins per month	$(\text{Total scheduled availability} - \text{Total Unisys unscheduled downtime}) / (\text{Total scheduled availability})$	7x24	Monthly	Service Availability will be at or above 99.9%	12.5%
MSS 2	Availability of SOC - down time	KPI	Average mins per month	$(\text{Total scheduled availability} - \text{Total Unisys unscheduled downtime}) / (\text{Total scheduled availability})$	7x24	Monthly	Service Availability will be at or above 99.9%	12.5%
MSS 3	Publication of managerial and technical portal reports	OPI	# calendar days	Count from the end of the period defined.	7x24	Monthly	≤5 days	
MSS 4	Signature update on the managed infrastructure	OPI	# hours after signature output	Signature must be validated after output, then scheduled for deployment based on criticality (vulnerability). Recommend signature validation KPI.	7x24	Monthly	≤4hrs after verification.	
MSS 5	Signature of patch update on the managed infrastructure	OPI	# hours after patch output	Patch must be validated after output, then scheduled for deployment based on criticality (vulnerability). Recommend patch validation KPI.	7x24	Monthly	≤24hrs after verification.	
MSS 6	Availability of event monitoring collectors	OPI	Average mins per month	$(\text{Total scheduled availability} - \text{Total Unisys unscheduled downtime}) / (\text{Total scheduled availability})$	7x24	Monthly	Service Availability will be at or above 99.9%	
MSS 7	Availability of event monitoring correlator	KPI	Average mins per month	$(\text{Total scheduled availability} - \text{Total Unisys unscheduled downtime}) / (\text{Total scheduled availability})$	7x24	Monthly	Service Availability will be at or above 99.9%	12.5%

Exhibit 2 Appendix L - Service Level Matrix

No.	Service Level Description	Service Level Class	Metric/Measurement	Calculation Definition	Measurement Window	Reporting Window	Target Service Level	Allocation Pool Percentage
MSS 8	Incident Notification - SEVERITY 1	KPI	Measures the percentage of SEVERITY 1 incidents that are recognized within thirty (30) minutes of the security incident.	# of SEVERITY 1 incidents recognized in 30 minutes / Total # of SEVERITY 1 security incidents in period	7x24	Monthly	98%	12.5%
MSS 9	Incident Notification - SEVERITY 2	KPI	Measures the percentage of SEVERITY 2 incidents that are recognized within ninety (90) minutes of the security incident.	# of SEVERITY 2 incidents recognized in 90 minutes / Total # of SEVERITY 2 security incidents in period	7x24	Monthly	98%	12.5%
MSS 11	Time to Resolve - SEVERITY 1	KPI	Measures the percentage of SEVERITY 1 support tickets that are resolved within four (4) hours of ticket assignment.	# of SEVERITY 1 support tickets resolved within 4 hours / Total # of SEVERITY 1 support tickets in period	7x24	Monthly	95%	12.5%
MSS 12	Time to Resolve - SEVERITY 2	KPI	Measures the percentage of SEVERITY 2 support tickets that are resolved within twenty-four (24) hours of ticket assignment.	# of SEVERITY 2 support tickets resolved within 24 hours / Total # of support tickets in period	7x24	Monthly	95%	12.5%

Severity Level	Description
<b>Severity 1 Critical</b>	A disruption to the BUSINESS CRITICAL IT services environment where business functions or applications are unusable or unavailable and no workaround is available, impacting an organization or a significant number of CoM clients and/or customers.
<b>Severity 2 High</b>	<p>1) A disruption to the BUSINESS CRITICAL IT services environment where business functions or applications are impaired but operable, impacting an organization or smaller set of CoM clients and/or customers.</p> <p style="text-align: center;">OR</p> <p>2) A disruption to the NON-BUSINESS CRITICAL IT services environment where business functions or applications are unusable or unavailable and no workaround is available, impacting CoM clients and/or customers.</p>
<b>Severity 3 Medium</b>	A disruption to the NON-BUSINESS CRITICAL IT services environment where business functions or applications are unavailable or impaired but operable, impacting a single client.

**EXHIBIT 2 – APPENDIX M**  
**PROJECT STAFF AND KEY PERSONNEL**

## Appendix M – Project Staff and Key Personnel

### Unisys Staff

Unisys personnel that either perform Services hereunder on City's site or receives City's Confidential Information in order to perform such Services shall be made aware of and adhere to (i) City's security policies that are made known to Unisys and (ii) the provisions of this Agreement

If City determines that any Key Personnel or other member of the Project Staff should not continue in his or her position, City may in its sole reasonable discretion and upon notice to Unisys require the immediate removal of such member of the Project Staff for any reason. City will use reasonable efforts to consult with Unisys prior to requiring the removal of a member of the Project Staff pursuant to the preceding sentence. Unisys shall replace such individual as soon as practicable at no cost to City. City will have the right to participate in the replacement process and decision of any Key Personnel. City shall not have the right under this Appendix or elsewhere in this Agreement to require Unisys, or any Unisys Agent, to terminate any individual's employment

No less than sixty percent (60%) of Unisys employees or agents delivering the Services defined in **Exhibit 2.8** and no less than sixty percent (60%) of Unisys employees or agents delivering the Services defined in **Exhibit 2.5** to City under the Agreement shall have a minimum of six (6) months of experience supporting City at any point in time during the Term the Agreement. Failure to achieve such commitments will be resolved through the procedures outlined in **Exhibit 5**.

### Key Personnel

"Key Personnel" are defined as those Unisys employees listed on the Key Personnel list set forth in this Exhibit, as amended from time to time by the Parties as stated herein. Unisys will assign the Key Personnel to the positions set forth in this Exhibit to the Key Personnel list. All Key Personnel are subject to the review and approval of City at City's sole reasonable discretion. Unisys shall make reasonable efforts to maintain the continuity of these Key Personnel and shall not remove or reassign Key Personnel for a period of not less than twenty-four (24) months without City's express approval during the Term of the Agreement. Unisys shall provide City with sixty (60) days notice in the event of planned changes to Key Personnel, subject to City approval, which approval to not be unreasonably withheld.

The following positions will be considered to be filled by Key Personnel. Unisys will provide names and resumes of the Unisys personnel proposed to fulfill each of the defined roles:

## **KEY PERSONNEL**

### **Name**

Scott Vogel

Paul Radcliffe

Becky Farniok

Gabriela Six

Adam Hunsley

John Bobbitt

(TBD)

Dan Huberty

### **Position**

Responsible Executive

Account Director

Service Operations Manager

Service Desk Service Delivery Manager

Desk-side Support Service Delivery Manager

Data Center Service Delivery Manager

Network Service Delivery Manager

Strategic Architect

**EXHIBIT 2 – APPENDIX N**

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**EXHIBIT 2 – APPENDIX O**  
**DISASTER RECOVERY PLAN**

## Exhibit 3

### Audit Procedures

#### **1. General Procedures**

Upon ten (10) Business Days notice to Unisys and subject to the applicable Unisys security, privacy and confidentiality practices, policies and terms, which policies will be disclosed to City upon demand, and compliance with which shall be evidenced by City and City's Auditors execution of a written agreement in the form attached hereto as **Exhibit 3, Appendix A**, City (and internal and external auditors, inspectors, regulators, and other third parties to the extent City is legally or contractually obligated to submit to audits by such entities, collectively, "**City Auditors**") shall have the right to enter onto Unisys premises during normal business hours and audit and verify Unisys performance of its requirements under this Agreement that relate to the subject matter of such legally or contractually obligated audits subject to the limitations contained herein. Notwithstanding the foregoing, reasonable advance notice commensurate with the nature of the circumstance shall be required in the event of (i) an emergency security audit, (ii) an audit initiated by a regulatory authority or as such immediate access is otherwise required for City's compliance with laws to the extent such audits require immediate access, (iii) a compromised system or security event in which the City deems a security or forensics audit essential, or (iv) any act or allegation of fraud or criminal malfeasance by Unisys, its affiliates or Subcontractors related to the performance and obligations under the Agreement.

**1.1. Unisys Cooperation.** Unisys shall assist and be accessible to City and City Auditors as is reasonably required for auditing the Parties' performance and obligations under the Agreement. Upon request by City and as Unisys may agree, Unisys shall install and operate any generally commercially available audit software provided to Unisys at no charge to Unisys and provided further that such software neither adversely impacts the performance of any system or process used to perform this Agreement nor interferes with the services provided by Unisys to its other clients. Unisys shall cooperate fully with City and City Auditors in connection with audit functions and with regard to examinations by regulatory authorities and shall, on a timely basis, furnish each with information requested including access to generic Type II Statement of Auditing Standards ("**SAS**") 70 audit reports commissioned by Unisys for the relevant Unisys service center(s) at Unisys cost, if available, and assessments of internal controls commissioned by City and performed solely by City or City's Auditors at City's sole expense.

City may be subject to regulation and audit by governmental bodies, standards organizations, other regulatory authorities, customers or other parties to contracts with City under applicable laws, rules, regulations, standards and contract provisions. If a governmental body, standards organization, other regulatory authority or customer or other party to a contract with City exercises its right to examine or audit City's books, records, documents or accounting practices and procedures pursuant to such laws, rules, regulations, standards or contract provisions, Unisys shall provide all assistance reasonably requested by City in responding to such audits or requests for information in accordance with this Exhibit.

**1.2. Subcontractors.** Unisys shall require the Subcontractors listed in Exhibit 2, Appendix K to permit audits by City or City Auditors as provided herein. Unisys shall obtain audit rights equivalent to those specified in this Exhibit from all such Subcontractors and will cause such rights to extend to City. Notwithstanding the foregoing, only the Subcontractors specifically identified for SAS 70 audits on Exhibit 2, Appendix K shall be required to perform SAS 70 audits and provide SAS 70 Type II reports for the applicable Subcontractor locations.

**1.3. Third Party Auditors.** City may conduct audit and verification reviews itself or with the assistance of a City Auditor, provided that (i) City Auditor (other than a regulator) has agreed in writing to follow the Unisys security practices, policies and terms and to protect the confidentiality of all information in a manner that Unisys determines is substantially equivalent to that required by Section 12 of the Agreement, and (ii) Unisys determines City Auditor is not a Unisys Competitor.

**1.4. Timing.** All audits shall be performed in a manner that minimizes disruption to the Parties' respective businesses. Subject to the terms and limitations herein, all such audits and verifications may be conducted during the Term of the Agreement and any Termination Assistance Services period and thereafter through the end of the first full calendar year after the calendar year in which Unisys stopped performing Services and Termination Assistance Services (the "Audit Period").

## **2. Recordkeeping**

Unisys shall keep detailed accounts and records of all activities carried out, and all pass-through expenses, in the performance of its obligations under the Agreement as Unisys customarily keeps or is required to maintain pursuant to the terms of the Agreement and as are consistent with generally accepted accounting principles consistently applied. Unisys will maintain and provide such accounts and records to City or City's Auditors. If City requests any other documentation (e.g., reports, supervisory signoffs, analyses) evidencing Unisys performance of financial, operational, compliance and information systems control procedures as included in the Agreement, such documentation will be provided as mutually agreed to by the Parties.

**2.1. Financial Records.** Unisys shall maintain accurate financial records and supporting documentation necessary to verify Unisys invoices to City and shall retain such records and supporting documentation created after the Effective Date in accordance with this Agreement.

**2.2. Service Level Records.** Unisys shall maintain complete records and sufficient detailed information to permit City to audit and verify all service levels and performance requirements during the Audit Period, and Unisys shall make copies (in the format maintained by Unisys) of such records and information available to City during the Term of the Agreement upon City's prior written request.

### 3. Audit Procedures and Access

**3.1. Access Generally.** Subject to the applicable Unisys security, privacy and confidentiality practices, policies and terms, which policies will be disclosed to City upon demand, and compliance with which shall be evidenced by City and City's Auditors execution of a written agreement in the form attached hereto as **Exhibit 3, Appendix A**, City and City Auditors will have controlled access to Unisys and Subcontractors' facilities, information, data and records related to the Services to perform financial, operational, compliance and information systems audits provided such audits do not adversely impact Unisys performance of its business or this Agreement. In addition and subject to the conditions herein, City and City Auditors shall have the right to physically inspect and observe the work environments at all Unisys and Subcontractor locations where the Services are being performed. City and City Auditors shall also have the right to interview or otherwise conduct discussions with any Unisys personnel. Audits and inspections shall be limited to the Parties' performance and obligations under the Agreement.

The Parties acknowledge that Unisys will provide a reasonable amount of audit assistance support as part of the Services and a reasonable amount of such assistance shall be that amount that Unisys may provide with personnel already and to the extent assigned to perform the Services, provided such assistance shall not adversely impact Unisys performance of this Agreement including its SLAs. Unisys shall provide additional audit assistance as required to the City without additional charge; provided however, that if such additional assistance exceeds one hundred (100) hours per year, such additional assistance will be subject to the Contract Amending process.

City and City Auditors shall be given adequate workspace in which to perform an audit, plus access to photocopiers, telephones, facsimile machines, printers, computer hook-ups (subject to Unisys IT security access rules, practices, and policies), and any other common office facilities or equipment available at such workspace and needed for the performance of the audit.

Notwithstanding the audit rights granted in this Exhibit such rights do not entitle City and City Auditors to have access to:

- (a) Information of other customers of Unisys;
- (b) Assets and equipment used by Unisys only to provide services to other customers of Unisys;
- (c) Unisys costs of providing the Services or any internal charges, unless Unisys is charging City on a pass-through expense basis;
- (d) Personal information of Unisys employees, except to demonstrate compliance with the Agreement's requirements for such employees and then only subject to and in compliance with applicable law; or

(e) Books, records or information not related to the Agreement or the Services., except to the extent needed to review the Parties' performance and obligations under the Agreement.

**3.2. Financial Audit Rights.** Unisys shall, and shall cause its Subcontractors to, provide to City (and City Auditors) access as described in Section 3.1 of this Exhibit for the purpose of performing audits and inspections related to the Parties' performance and obligations under the Agreement to (i) examine the financial controls, processes, and procedures utilized by Unisys for such billings, (ii) verify that Unisys billings to City are true and correct, including the accuracy and completeness of charges and any pass-through expenses and out of pocket expenses, (iii) examine Unisys performance of its other financial and accounting obligations under the Agreement, and (iv) examine such billing data and records.

**3.3. Operational Audit Rights.** Unisys shall, and shall cause its Subcontractors to, provide to City and City Auditors access as described in Paragraph 3.1 of this Exhibit for the purpose of performing operational audits and inspections related to the Services and the Parties' performance and obligations under the Agreement to (i) examine operational controls, practices, processes, and procedures used by Unisys, (ii) examine Unisys performance of the Services, (iii) verify Unisys reported performance against the performance requirements and Service Levels, (iv) verify that all reports relating to Unisys performance are accurate in accordance with Paragraph 2.2 of this Exhibit; (v) examine Unisys measurement, monitoring and management tools, and (vi) examine Unisys procedures to maintain the confidentiality of City's Confidential Information.

**3.4. Compliance Audit Rights.** Unisys shall, and shall cause its Subcontractors to, provide to City and City Auditors access as described in Paragraph 3.1 of this Exhibit for the purpose of performing compliance audits and inspections to examine those controls that enable City to meet applicable legal and regulatory requirements during the Term of the Agreement (including, but not limited to HIPAA, GLBA, PCI, and those requirements associated with the Sarbanes-Oxley Act of 2002 ("SOX") and the implementing regulations promulgated by the United States Securities and Exchange Commission and Public Company Accounting Oversight Board) in each case to the extent applicable to the Services; and examine any matter necessary to enable City to meet requirements of law. Any future contractual requirements that City may enter into will bind Unisys only to the extent that these contractual requirements are reasonable in the industry and the City agrees to compensate Unisys for any added charges to Unisys, if any, associated such requirements pursuant to the Contract Amending process.

**3.5. Information Systems Audit Rights.** Unisys shall, and shall cause its Subcontractors to, provide to City and City Auditors access as described in Paragraph 3.1 of this Exhibit for the purpose of performing audits and inspections related to the Parties' performance and obligations under the Agreement and the Services to (i) verify the integrity of the Services, (ii) examine the systems that process, store, support and transmit City data in connection to the Services, (iii) examine the information security controls, program and system change controls, disaster recovery and back-up practices and procedures for such City data; and (iv) verify that Unisys is maintaining adequate controls and security measures in performing the Services in accordance with the terms of the Agreement.

#### **4. Limitations on City's Audit Rights**

City, in conducting audits and investigations pursuant to this Exhibit, shall neither materially interfere with Unisys ability to perform its obligations under the Agreement, nor interfere with Unisys ability to conduct its other operations in the ordinary course of business.

#### **5. Expenses**

City shall bear its own expenses for any audit performed pursuant to this Exhibit. Notwithstanding the foregoing,

- (i) if the audit results in discrepancies in the charges (overcharge) of greater than five percent (5%) of the charges that were subject to such audit for the period audited; or
- (ii) if an audit reveals a material breach of the Agreement by Unisys, and the finding of materiality is agreed to by the Parties or finally determined through the Dispute Resolution Process.

then Unisys shall promptly reimburse City for the actual cost of such audit.

Except as set forth in this Exhibit or elsewhere in the Agreement, City shall not be obligated to pay to Unisys any costs or expenses incurred by Unisys as a result of Unisys providing assistance in completing the audits contemplated in this Exhibit.

#### **6. Post Audit Procedure**

**6.1. Exit Interview.** Following an audit or examination by City, City shall conduct (in the case of an internal audit), or require a City Auditor to conduct, an exit conference with Unisys to obtain Unisys factual concurrence with issues identified in the review.

**6.2. Audit Report Review.** Unisys and City shall meet promptly after the issuance of any draft audit report by City Auditors and agree upon an action plan to address and resolve any deficiencies, concerns and/or recommendations arising out of any audit and any non-compliances with Unisys obligations under the Agreement identified in the audit report.

**6.2.1. Compliance with Agreement.** If any audit by City, City Auditor or Unisys indicates that Unisys is not in compliance with Unisys duties and obligations under the Agreement with respect to any subject matter under the jurisdiction of a governmental authority, and Unisys is in fact not in compliance, Unisys shall, in accordance with the terms of the Agreement and promptly (and in any case within the period of time specified by the applicable governmental authority), come into compliance with Unisys duties and obligations under the Agreement with respect to such subject matter and, in connection therewith reasonably cooperate with City and City Auditors and comply with the applicable governmental authority's instructions with respect to same, and shall furnish evidence of such compliance to City.

Except as otherwise provided in this Paragraph 6.2, with respect to Unisys non-compliance with the terms of the Agreement, so long as Unisys agrees that it is responsible for such non-compliance, Unisys shall at its expense, promptly undertake remedial action in accordance with such mutually agreed upon action plan and the dates specified therein.

**6.2.2. Compliance with Controls.** With respect to agreed upon deficiencies, concerns and/or recommendations regarding controls, Unisys shall, at its expense (except to the extent that Unisys is following City policies or procedures or Unisys policies and procedures or as otherwise expressly provided under the Agreement), promptly undertake remedial action in accordance with such action plan and the dates specified therein. If any audit by City, City Auditor or Unisys results in Unisys being notified that Unisys is not in compliance with Unisys duties and obligations regarding controls under the Agreement with respect to any subject matter under the jurisdiction of a regulatory authority, Unisys shall, at its expense (except to the extent that Unisys is following City policies or procedures or as otherwise expressly provided under the Agreement), promptly (and in any case within the period of time specified by the applicable regulatory authority), come into compliance with Unisys duties and obligations under the Agreement with respect to such subject matter, and in connection therewith reasonably cooperate with City and City Auditors and comply with the applicable regulatory authority's instructions with respect to same, and shall furnish evidence of such compliance to City. To the extent Unisys is following City policies and procedures, the enhancement or change to the controls will be at City's expense.

**6.3. Adjustments.** If any audit results in discrepancies in the charges, then: (i) in the event of an overcharge, Unisys shall credit City on the following month's invoice for the amount of the overcharge plus interest, calculated at the lesser of the prime rate as published in the Wall Street Journal and the highest rate allowed by law, accruing from and including the date that the overcharge payment was received by the Unisys and continuing to, but excluding, the date on which the overcharge funds and interest are received by City; or (ii) in the event of an undercharge, City shall pay Unisys for any undercharge within sixty (60) days after receipt of Unisys invoice therefor.

## **7. Quality Control Policies**

Unisys shall implement its quality assurance and internal controls, including the tools and methodologies, relating to the Services so that the Services are performed in an accurate and timely manner, in accordance with the Agreement. Without limiting the foregoing, Unisys shall (i) maintain a strong control environment in day-to-day operations, (ii) maintain regular internal controls so that self-assessments are performed with respect to all Services and report the outcome of such self-assessments to City, and (iii) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services (i.e., perform audits, track control measures, communicate status to management, drive corrective action, etc.), and (iv) provide to City a summary of audit activity performed, associated findings, status of follow-up activity, summary of control incidents (e.g., frauds, conflict of interest situations) and related corrective action, every six (6) months. Unisys shall implement and maintain independently

audited quality certification as Unisys may determine (such as, but not limited to, ISO 9001-2000 accreditation or a comprehensively implemented Six Sigma program) and provide copies of its certification under such program and also any relevant audit or report documentation.

## **8. SAS 70**

At Unisys cost, Unisys shall provide a Type II SAS 70 audit for all Unisys Service Locations identified as providing such audits on **Exhibit 2, Appendix J**. Unisys shall continue to perform Type II SAS 70 audits at such Unisys Service Locations for so long as it continues to provide the Services or Termination Assistance Services from such location. Unisys shall not transfer the provision of Services from a Unisys Service Location that provides a Type II SAS 70 audit to a Unisys Service Location that does not provide such an audit without the prior written consent of City. The scope of these reports will be the common controls that support multiple clients served from Unisys delivery centers and to Unisys Service Locations identified in **Exhibit 2, Appendix J**.

The reporting period for such SAS 70 will be from January 1 – December 31 of each calendar year, the Testing Period of January 1 – September 30 of each calendar year, with an estimated delivery date of approximately December 31 of the same year, but no later than January 31 of the following year. City and its external auditor will be provided copies of relevant reports upon issuance. City agrees to be a sample client for purposes of testing.

Unisys shall, at City's expense and as requested by City employ an independent auditor to conduct a Type II SAS 70 audit, customized to City's specific needs and requirements, of Unisys operations relating to the Services for each Unisys Service Center at or from which the Services are provided to City. Unisys shall consult with City with respect to the design of such audit. City shall be able to determine the frequency of such City specific reports and the reporting periods.

Unisys shall accommodate City's requirements and concerns to the extent reasonably practicable. Unisys and City shall jointly plan each such City specific audit, including the scope and timing of such audit. Unless otherwise agreed by the Parties, each SAS 70 audit shall be designed and conducted to facilitate periodic compliance reporting by City under SOX (and implementing regulations promulgated by the United States Securities and Exchange Commission and Public Company Accounting Oversight Board) and comparable laws in other jurisdictions. Unisys shall provide a copy of such report to City for review and comment as soon as reasonably practicable and in any event within thirty (30) days of completion.

**8.1. SAS 70 Type II Report.** Any Type II report under this Agreement shall comply in all material respects with SAS 70, as such standards may be amended, restated, or amended and restated, from time to time. If, from time to time, the Type II report is replaced by a similar report (whether by the AICPA or pursuant to industry practice), then, upon City's request, Unisys shall provide any such replacement report instead of the Type II report, but otherwise as and when set forth in Paragraph 8, above. In addition to any such Type II report, Unisys shall promptly deliver the following items to City:

a. For City specific audit reports, a bi-weekly status report beginning two (2) weeks after the completion of each SAS 70 reporting period or, whichever is earlier, or as otherwise agreed by the Parties and continuing every two (2) weeks thereafter until the completion of the report described in item (b) of this Paragraph 8.1.

b. For City specific audit reports, five (5) copies of the final version of the Type II report.

c. For any SAS 70 issued that Unisys must provide City pursuant to this Exhibit, a mutually agreeable representation letter (on or before January 31 on the applicable year, or as otherwise specified by City, for City specific reports) which letter shall, at a minimum, contain a representation by Unisys that no controls identified in the Type II report for such SAS 70 reporting period have, in any way, materially changed or been materially altered from the date of the end of the reporting period to the date of issuance of the representation letter, unless such controls have been changed or altered as a result of a deficiency correction made by Unisys.

**8.2. Timely Performance.** Unisys shall promptly correct any deficiencies or resolve any problems identified in the final version of the Type II report if such deficiency or problem has a material adverse impact upon the Services, including if any such Type II report is issued with a qualified opinion identifying an inadequate control then promptly correcting such inadequacy.

In the event that any such deficiencies or problems appear in the Type II report for the following SAS 70 reporting period, or if the Type II report for the following SAS 70 reporting period is issued with a qualified opinion identifying the identical or similar control inadequacy identified in the Type II report for the prior SAS 70 reporting period, then Unisys shall provide City with a detailed action plan specifying the corrective actions that Unisys is taking to correct the inadequacy. Unisys and City shall meet to review the action plan at City's request to address any questions or concerns that City has about the plan.

**EXHIBIT 3 – APPENDIX A**



# Contractors/Visitor Register

Site name

Site address

State

ZIP Code

## Confidential Information Agreement

Intending to be legally bound, and in consideration of Unisys Corporation, its subsidiaries and affiliates (Unisys enterprise) allowing me access to its premises and the possibility of having access to confidential information of the Unisys enterprise, I agree for myself and on behalf of the Company I represent (if applicable), that I will not disclose any information

disclosed to me on these premises or otherwise unless and until it is generally and freely available, except: (a) as authorized in writing by Unisys; (b) if such information is rightfully acquired by me or the Company I represent from sources other than the Unisys enterprise; or (c) as required by law.

Instructions: Please check the appropriate box for either a "Contractor" or "Visitor". Print your name, sign to acknowledge the "Confidential Information Agreement" above, then enter the current date and print all remaining information requested. Note: If bringing in any type of personal or company owned equipment (i.e. PC's software, modems, etc.) please have items registered with the Security Officer before entering the building

Contractor	Visitor	Name Line 1 (Top) Print your name Line 2 (Bottom) Sign your name	Date	Badge no. 999 -	Company	USA Citizen?		Department contact name	Escorted by	Time	
						Yes	No			In	Out
<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>				
						Country of Citizenship	Proof of Citizenship				
<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>				
						Country of Citizenship	Proof of Citizenship				
<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>				
						Country of Citizenship	Proof of Citizenship				
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						Country of Citizenship	Proof of Citizenship				
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						Country of Citizenship	Proof of Citizenship				

## Exhibit 4

### Pricing and Charges Methodology

#### 1. INTRODUCTION

This Exhibit describes the methodologies for calculating the charges under the Agreement. In addition, this Exhibit describes the measures of resource utilization and the tracking of such utilization.

#### 2. MONTHLY BASE CHARGES AND ADJUSTMENTS

##### a) Monthly Base Charge

- i. The "Monthly Base Charge" for a Resource shall mean the charges applicable to the quantity of Resource Units included in the Baseline RU for such Resource. The Monthly Base Charge applicable to each Resource is set forth in Appendix A to this Exhibit.
- ii. For each calendar month, Unisys shall invoice City the Monthly Base Charge for the applicable month in accordance with Appendix A to this Exhibit.
- iii. The Monthly Base Charge as adjusted in accordance with the provisions for economic changes set forth in this Exhibit shall fully compensate Unisys for the Services with the exception of charges:
  - (1) Managed Third Party Expenses,
  - (2) Travel expenses that are reimbursable in accordance with Section 9.3(b) of Part III to the Agreement,
  - (3) Changes in volumes of work that are reflected by the application of ARCs and RRCs, and
  - (4) Additional volumes of work that are compensated for by the use of the Rate Card in accordance with Appendix A to this Exhibit.

##### b) Resources and Resource Units

Appendix A to this Exhibit identifies the categories of Services upon which the charges described in this Exhibit are based (each of such categories, a "Resource"). In addition, for each Resource identified in Appendix A to this Exhibit, the corresponding unit of Resource utilization for such Resource is defined (each of such unit, a "Resource Unit"). All Resource Unit consumption shall be measured on a calendar month basis.

##### c) Baseline RU

The "Baseline RU" for a Resource shall mean the quantity of Resource Units corresponding to such Resource that is included in the Monthly Base Charge. The Baseline RU for each month during the Term of the Agreement are set forth in Appendix A to this Exhibit.

##### d) Actual RUs, Additional Resource Charges and Reduced Resource Credits

- i. Unisys shall track the number of Resource Units actually utilized by City ("Actual RUs") during each calendar month of the Term of the Agreement for each Resource. For any Resource Unit that is measured in Productive

- Hours, or FTEs, Unisys shall measure, track and report Productive Hours by employee and by project on a monthly basis as part of the invoice process.
- ii. Unisys shall provide invoices for the Services with at least as much supporting detail as set forth in the Agreement and this Exhibit.
  - iii. Additional Resource Charges (“ARCs”) and Reduced Resource Credits (“RRCs”) apply to all Resources unless otherwise specified in the provision for the applicable Resource as set forth in Appendix A to this Exhibit.
  - iv. For Productive Hours or FTE based Resource Units, City and Unisys will develop a three (3) month rolling forecast, in addition to a twelve (12) month plan for all project work to be delivered. This rolling forecast will be updated on a monthly basis. This forecast will enable City and Unisys to proactively plan increases, decreases or skills changes in each of these categories.
  - v. Additional Resource Charges (“ARCs”) and Reduced Resource Credits (“RRCs”) will be adjusted effective January 2011 to reflect the ARC/RRC amount as set forth in Exhibit IV, Appendix A, Table IX “Portion Not Subject to MFE Indexing”. Calculation of ARCs for Resources
    - (1) If Actual RUs in a calendar month for a Resource are greater than the applicable Baseline RU for such Resource, then City shall pay Unisys an ARC equal to the product of the ARC Rate for the applicable Resource multiplied by the difference between the Actual RUs for that Resource for the month and the applicable Baseline RU.
    - (2) The ARC shall be calculated for such Resource and calendar month using the following formula:
      - (a)  $ARC = (Actual\ RUs - Baseline\ RU) \times ARC\ Rate.$
    - (3) For example, if:
      - (b) Actual RUs = 120;
      - (c) Baseline RU = 100; and
      - (d) ARC Rate = \$5.00; then
      - (e)  $ARC = (120 - 100) \times \$5$
      - (f)  $ARC = \$100$
  - vi) Calculation of RRCs for Resources
    - (1) If Actual RUs in a calendar month for a Resource are less than the applicable Baseline RU for such Resource, then Unisys shall credit City with a RRC equal to the product of the RRC Rate for the applicable Resource multiplied by the difference between the Actual RUs for the month for the Resource and the applicable Baseline RU.
    - (2) The RRC shall be calculated for each such Resource and calendar month using the following formula:
      - (a)  $RRC = (Baseline\ RU - Actual\ RUs) \times RRC\ Rate$
    - (3) For example, if:
      - (a) Baseline RU = 100;
      - (b) Actual RUs = 80: and

(c) RRC Rate = \$5.00; then

(d)  $RRC = (100 - 80) \times \$5$

(e) RRC = \$100

vii) There is no change to the existing methodology for charging the City for the Hardware portion of ARC adds set forth in Exhibit 4, Appendix A, Table IX, column "Portion Subject to MFE Indexing (amortizing the cost over 48 months for End User hardware and 72 months for Data Center hardware).

e) Price Variability

i) Organic growth and shrinkage

(1) The ARC Rate is equal to the RRC Rate for all Resources, unless otherwise specified in Appendix A to this Exhibit for the applicable Resource.

(2) If: (i) for either three (3) consecutive months, or for four (4) months out of a consecutive six (6) month period of time, the Actual RUs for a Resource (other than Productive Hours or FTE-based Resource Units) are, in the aggregate, either fifteen percent (15%) above or fifteen percent (15%) below the Baseline RU for such Resource, and (ii) such volumes are not associated with a one-time event or a seasonal cycle, then the Parties shall negotiate in good faith and agree upon equitable adjustments to the Baseline RU and the resulting Monthly Base Charge, ARC Rate and RRC Rate for such Resource to reflect such revised volumes.

(3) During renegotiation of the Monthly Base Charge, ARC Rate and RRC Rate:

(a) ARCs will cease to apply at fifteen percent (15%) above the applicable Baseline RU.

(b) RRCs will cease to apply at fifteen percent (15%) below the applicable Baseline RU.

(c) Upon successful completion of the renegotiations, the ARCs and RRCs will be calculated and applied retrospectively back to the date triggering the renegotiation.

(4) In the event that the Baseline RU needs to be reset pursuant to this Section, the following methodology will be used during the renegotiation:

(a) The fixed charges contained within the total charges for the applicable Resource will be analyzed to determine the level of fixed charges that could be shed or added to meet the revised Resource Unit volumes. The new fixed charges will then be used to calculate the adjusted Monthly Base Charge. Following determination of the new fixed charge, the revised variable portion of the total charges will be used to determine the ARC Rate and RRC Rate. Nothing in this Section relieves Unisys of its obligation to provide the Services associated with a Resource during the negotiation of an equitable adjustment to the Monthly Base Charge, ARC Rate and RRC Rate associated with such Resource in accordance with this Section.

### 3. EQUIPMENT PROVISION

#### 3.1 Equipment Provisioning

During the Term of the Agreement, Unisys will:

- a) End-User Services. Provision, configure, install, as well as decommission and dispose Desktop, Laptop, rugged Laptop, tablet PCs, and end-user PDA devices (except for cellular devices) as part of the Services.
- b) Servers. Provision, configure, install as well as decommission and dispose all Server required in providing the Services.
- c) Storage Services. Provide as a managed service, on a per gigabyte (GB) resource unit basis, and storage network port resource unit basis as part of the Services. The Services will be hosted and managed on a shared infrastructure.
- d) Network Services. Provision, configure, install, as well as decommission and dispose all the network devices as part of the Services.
- a) **3.2 Equipment Provision Planning** Unless otherwise agreed by the Parties, Unisys will provision all equipment required for Unisys to provide the Services to City.

- i) Unisys agrees to provide most favored equipment (“MFE”) pricing for equipment provisioned or refreshed pursuant to the Agreement. On a quarterly basis, Unisys will compare City’s *Product Catalog* to:
  - (1) The lowest quartile (25<sup>th</sup> percentile) of Unisys brand U.S. equipment sales for the prior calendar quarter and adjust the prices to match the lowest quartile for such equipment in City’s *Product Catalog*; and
  - (2) The lowest thirtieth (30<sup>th</sup>) percentile of its non-Unisys brand U.S. equipment sales for the prior calendar quarter and adjust the prices to match the lowest thirtieth (30<sup>th</sup>) percentile for such equipment in City’s *Product Catalog*.
- ii) In the event that an Unisys equipment supplier decreases prices during any calendar quarter, Unisys will pass on such price decrease and revise City’s *Product Catalog* commensurately for subsequent orders.
- iii) The Parties acknowledge that, from time to time, equipment manufacturers may offer special promotional rates on the equipment that have the effect of increasing the base discounts available for a limited period of time. Unisys will use all commercially reasonable efforts to make available to City any such special promotional discounts that are in effect at the time that any such equipment is provisioned by Unisys.

- b) Subject to Section 3.2(a) above, for each Contract Year during the Term of the Agreement, the equipment specified in the applicable Equipment Acquisition Plan (as defined below) will be acquired pursuant to this Section 3.2(b). Any necessary City-owned equipment shall be made available to Unisys for use in performing the Services. The actual amount to be

expended by City each Contract Year for equipment refresh, growth and transformation (the “Annual Technology Fund”) will be determined by City prior to the commencement of such Contract Year and will be set forth in a written equipment refresh, growth and transformation plan (the “Equipment Acquisition Plan”), or in the case of the initial Contract Year, through the initial price established for Resources in **Exhibit 4, Appendix A**. Such Equipment Acquisition Plan shall be reviewed by City and Unisys on a quarterly basis during each Contract Year for the purpose of (i) reviewing the spending related to equipment during the previous quarter for refresh, growth and transformation and (ii) reviewing and approving the spending related to equipment in the then current quarter for equipment refresh, growth and transformation. Any purchase of equipment made in accordance with the Equipment Acquisition Plan outside of the above-described quarterly review and approval process shall be handled pursuant to the ITIL change management process or Contract Amending process, as applicable. All equipment owned or leased by Unisys and made available by Unisys pursuant to the Equipment Acquisition Plan for use by City will be used by Unisys only to perform the Services for City and may not be disposed of or retired or re-deployed by Unisys except in accordance with the Equipment Acquisition Plan or as approved by City in accordance with the provisions of this Section 3.2(b). Notwithstanding any provision of this Section 3.2(b) to the contrary, City shall have the right to directly make acquisitions of equipment and assets which have a manufacturer’s recommended retail purchase price of \$1,000.00 or less, outside of the Equipment Acquisition Plan and the procedures and requirements of this Section 3.2(b), so long as such equipment meets Unisys specifications and is compatible with Unisys network used to provide the Services, if relevant.

- c) In support of the Parties’ efforts to develop the Equipment Acquisition Plan, Unisys will work with City to produce, by not later than September 30 of each Contract Year, a draft version of the Equipment Acquisition Plan containing commercially reasonable recommendations for acquisition of equipment required to meet (i) equipment refresh, growth and transformation requirements for the subsequent Contract Year that generally adheres to the Equipment Refresh Cycle shown in **Exhibit 4, Appendix A** as may be modified by mutual written agreement of the Parties, and (ii) the Services. Should the Parties not agree upon the Equipment Acquisition Plan for the subsequent Contract Year by October 31 of the then-current year, the governance or dispute resolution process, as applicable, set forth in **Exhibit 5** and Section 19 of Part III to the Agreement will be triggered. Additionally, by no later than September 30 of each Contract Year Unisys will provide a non-binding commercially reasonable forecast by Contract Year of equipment (a) recommended for equipment refresh, growth and transformation that will align to City’s strategic plan for the balance of the Term of the Agreement, and (b) needed to meet the minimum requirements of such equipment in order for Unisys to provide the Services or needed to meet the minimum requirements of such equipment in order for Unisys to meet Unisys equipment refresh, growth and transformation commitments (the “Minimum Refresh Commitment Equipment”). Any dispute regarding the minimum requirements will be handled in accordance with the governance or dispute resolution process, as applicable, set forth in **Exhibit 5** and Section 19 of Part III to the Agreement.

- d) Subject to the obligation of City to expend the Annual Technology Insertion Funds specified in the Equipment Acquisition Plan, Unisys shall refresh equipment as described in Section 4 of this Exhibit and in accordance with the requirements set forth in Appendix A to this Exhibit.
- e) A periodic true up of the Annual Technology Fund shall be made as follows:
- i) The adjusted Monthly Base Charge, equipment portion only (adjusted pursuant to this Exhibit) plus any ARCs and RRCs (adjusted pursuant to this Exhibit) will be compared with the original Monthly Base Charge, equipment portion (i.e., the Monthly Base Charge value set forth in Appendix A to this Exhibit prior to application of any ECA and MFE adjustments) to determine whether or not any difference from Equipment Acquisition Plan has occurred.
  - ii) To the extent that any change has occurred, the change amount will be handled through the ITIL change management process or Contract Amending process, as applicable.
  - iii) The basis for comparison will be in the Resource Unit Groupings as defined in Appendix A to this Exhibit.
  - iv) For example, assume the following:
    - (1) The initial total Monthly Base Charge for a Resource is set forth in Table I. *Monthly Base Charges* in **Exhibit 4, Appendix A**. The Monthly Base Charge<sub>Initial Total</sub> for End User Services in 2009 is \$248,820.
    - (2) The initial equipment only portion of Monthly Base Charge for a Resource is set forth in Table VIII. *Monthly Base Charge Indices* in **Exhibit 4, Appendix A**. The Monthly Base Charge<sub>Initial Equipment Portion</sub> for End User Services in 2009 is \$113,200.
    - (3) The initial equipment only portion of MFE for each Resource is set forth in the Table X. *MFE Initial* in **Exhibit 4, Appendix A**. The aggregate MFE<sub>Initial</sub> for End User Services in 2009 from this page is \$1,178.14.
    - (4) If we assume for the purposes of the example that the revised MFE for 2009 (i.e., MFE<sub>Current</sub>) is \$1,125.30, and
    - (5) If we assume for the purposes of this example that the beginning ECI is 140.4 and the ECI for 2009 pricing purposes is 143.2, then ECA equals  $ECI_{Current}$  divided by  $ECI_{Initial}$  (i.e.,  $143.2/140.4=1.0199$ ),
    - (6) Then the 2009 Monthly Base Charge for End User Services adjusted for MFE and ECA (i.e., Monthly Base Charge<sub>Total ECA & MFE Adjusted</sub>) is calculated as follows:

First, calculate the Monthly Base Charge<sub>Equipment Portion MFE Adjusted</sub> as follows:

$$\begin{aligned}
 & \text{Monthly Base Charge}_{\text{Initial Equipment Portion}} \text{ times } (\text{MFE}_{\text{Current}} \text{ divided} \\
 & \text{by } \text{MFE}_{\text{Initial}}) \text{ plus} \\
 & (\text{Monthly Base Charge}_{\text{Initial Total}} \text{ minus} \\
 & \text{Monthly Base Charge}_{\text{Initial Equipment Portion}}) \text{ times ECA} \\
 & = \\
 & \text{Monthly Base Charge}_{\text{Total ECA \& MFE Adjusted}} \\
 & \$113,200 \times (\$1,125.30 / \$1,178.14) + \\
 & + ((\$248,820 - \$113,200) \times (1.0199)) \\
 & = \$246,441.78
 \end{aligned}$$

If we further assume for the purposes of this example that the sum of ARCs and RRCs for 2009 (i.e.,  $\sum \text{ARC/RRC}_{2009}$ ) is \$14,480, then a credit is due City computed as follows:

$$\begin{aligned}
 & (\text{Monthly Base Charge}_{\text{Total ECA \& MFE Adjusted}} \text{ times } 12 \text{ months}) \\
 & \text{plus } \sum \text{ARC/RRC}_{2009} \text{ minus} \\
 & (\text{Monthly Base Charge}_{\text{Initial Total}} \text{ times } 12 \text{ months}) \\
 & = \\
 & \text{Charge or Credit Due} \\
 & ((\$246,441.78 \times 12) + \$14,480) - (\$248,820 \times 12) \\
 & = -\$14,058.64
 \end{aligned}$$

So, in this example, a credit is due the City in the amount of \$14,058.64

### 3.3 Equipment Installation and Decommissioning

Unisys will be responsible for installation or decommissioning of any equipment used in the provision of the Services. Charges to compensate Unisys for installation, modification, reconfiguration and decommissioning of equipment, regardless of the cause, are included in the Monthly Base Charge.

### 3.4 Equipment No Longer Under Support

If a third party vendor ceases to provide maintenance service for equipment or if parts are no longer available for such equipment, Unisys will use all commercially reasonable efforts to propose alternatives for approval by City, such approval not to be unreasonably withheld or delayed. If the selected alternative is acquiring alternative equipment, Unisys will obtain such alternative equipment pursuant to Section 3.2(b) above.

### 3.5 Equipment Registry; Necessary Data

In order to support City's right to purchase the equipment underlying the Services upon any termination of the Agreement or upon expiration of the Term of the Agreement, Unisys will, at all times during the Term of the Agreement, maintain a registry of equipment detailing relevant information for individual in-scope, in-service and spare equipment by service location and including detail of tag number, custodian, location, date placed into service, whether in use or spare,

software configuration, deployed applications software, custodian history, change dates, retirement date, disposal date and monthly service payments (the “Equipment Registry”). Unisys will diligently maintain the Equipment Registry and shall be responsible for the accuracy of the Equipment Registry. City’s Auditors will have the right to audit the Equipment Registry in accordance with the terms of **Exhibit 3** at any time during the Term of the Agreement and prior to the purchase of the any equipment where such purchase occurs at expiration of the Term of the Agreement or upon any earlier termination of the Agreement.

### **3.6 Disposal of Equipment**

To the extent any equipment owned by City and was made available to Unisys for performing the Services, Unisys will return control of such City-owned equipment back to City free and clear of all liens, security interests or other encumbrances arising by, through or under Unisys at no additional cost or charge upon the occurrence of earlier of: (i) such equipment no longer being needed to perform the Services (i.e., if such equipment is removed pursuant to an equipment refresh, transformation, or (ii) reduction in requirements or similar circumstances, or (iii) because such equipment is no longer supported by a third party as described in Section 3.4 above.

## **4. EQUIPMENT REFRESH**

### **4.1 Refresh Programs**

Unisys will perform the equipment refresh in accordance with the applicable Equipment Refresh Cycle set forth in **Exhibit 4, Appendix A**.

#### **a) End-User Computing Devices**

- i) Unisys and City will review the timetable in advance and agree upon a plan for all end-user computing devices (the “End-User Computing Device Refresh Plan”) to be refreshed in the next succeeding calendar quarter. Unless the Parties otherwise agree within sixty (60) days following the Effective Date, the annual number of end-user computing devices to be refreshed in the relevant Contract Year set forth in the End-User Computing Device Refresh Plan will be refreshed in accordance with the End-User Computing Device Refresh Plan. City will be entitled to carry forward or defer up to twenty percent (20%) of End-User Computing Device Refresh Plan for up to three (3) calendar quarters, subject to ARC and RRC adjustments to the Baseline RU. Unisys will provide reasonable documentation to City in respect of any quarterly reconciliation required by reason of any carry forward permitted hereunder.
- ii) Unisys will spread end-user computing device refreshes within a Contract Year evenly across a quarterly basis within a band plus or minus twenty percent (20%) of the volumes of the total of all variants of end-user computing devices at City’s discretion. City commits to performing the agreed end-user computing device refresh scheduled for a Contract Year adjusted by any ARC and RRC adjustments to the Baseline RU. Failure to refresh end-user computing devices at the agreed upon refresh rates, subject to ARC and RRC adjustments to the Baseline RU, caused solely by City’s decision to defer equipment refresh may result in additional charges.

b) Servers

- i) Unisys and City will review the timetable in advance and agree upon a plan for all Servers (the “Server Refresh Plan”) to be refreshed in the next succeeding calendar quarter. Unless the Parties otherwise agree within sixty (60) days following the Effective Date, the annual number of servers to be refreshed in the relevant Contract Year set forth in the Server Refresh Plan shall be refreshed in four (4) equal quarterly amounts. City shall be entitled to carry forward or defer up to twenty percent (20%) of any quarterly installment of the Server Refresh Plan for up to three (3) calendar quarters, subject to ARC and RRC adjustments to the Baseline RU. Unisys shall provide reasonable documentation to City in respect of any quarterly reconciliation required by reason of any carry forward permitted hereunder.
- ii) If a server is refreshed at the same facility at which it is currently located, then all of the refresh charges are included in the Monthly Base Charge for the server. If a server is, at City’s request, refreshed to a different location than its predecessor’s location, then the following additional charges, to be pre-approved by City, may be incurred for exceptional requirements: facilities and infrastructure setup, workload transfer, temporary network bandwidth and connections required for the timeframes allowed for the move, and transportation charges to the extent agreed. City commits not to defer performing the agreed server refresh scheduled for a Contract Year adjusted by any ARC and RRC adjustments to the Baseline RU. Failure to refresh servers at the agreed upon refresh rates, subject to ARC and RRC adjustments to the Baseline RU, caused solely by City’s decision to defer server refresh may result in additional charges.

c) Network and Security Devices

- i) The City has decided as of the Effective Date to not include network or security device refresh in the Agreement. Upon mutual agreement the Technology Refresh Fund may be used to refresh security and/or network devices.

d) Technology Refresh

- i) The City has decided as of the Effective Date to utilize the technology refresh fund for additional hardware or services that are not included in the planned refresh and only if there are funds remaining in the technology refresh fund after the planned device refreshes have been completed. The parties will mutually agree to the use of the funds for hardware and services that are not included as part of the planned refresh services.
- ii) Unisys will provide a credit to the City at the end of the contract term for any remaining portion of the technology refresh fund.

**5. MONTHLY BASE CHARGE ADJUSTMENT**

**5.1** The Monthly Base Charge for the Baseline RU is subject to two price adjustments during the Term of the Agreement:

- a) The equipment portion is subject to movements in MFE, and

- b) The labor portion is subject to the Economic Change Adjustment described in Section 8 of this Exhibit.

5.2 The following sets forth an example of how the Monthly Base Charge will be adjusted for MFE and ECA using the information from **Exhibit 4, Appendix A**:

- a) The initial total Monthly Base Charge for a Resource is set forth Table I *Monthly Base Charges* in **Exhibit 4, Appendix A**. The Monthly Base Charge<sub>Initial Total</sub> for End User Services in 2009 is \$248,820.
- b) The initial equipment only portion of Monthly Base Charge for a Resource is set forth in Table VIII *Monthly Base Charge Indices* in **Exhibit 4, Appendix A**. The Monthly Base Charge<sub>Initial Equipment Portion</sub> for End User Services in 2009 is \$113,200.
- c) The initial equipment only portion of MFE for each Resource is set forth in Table X *MFE Initial* in **Exhibit 4, Appendix A**. The aggregate MFE<sub>Initial</sub> for End User Services in 2009 is \$1,178.14.
- d) For example, using the numbers from Sections 5.2(a)-(c) above for End User Services, if we assume for the purposes of the example that the revised MFE for 2009 (i.e., MFE<sub>Current</sub>) is \$1,125.30, then the Monthly Base Charge adjusted for MFE (i.e., Monthly Base Charge<sub>Total MFE Adjusted</sub>) for End User Services for 2009 is calculated as follows:

First, calculate the Monthly Base Charge<sub>Equipment Portion MFE Adjusted</sub> as follows:

$$\text{Monthly Base Charge}_{\text{Initial Equipment Portion}} \text{ times } (\text{MFE}_{\text{Current}} \text{ divided by } \text{MFE}_{\text{Initial}}) = \text{Monthly Base Charge}_{\text{Equipment Portion MFE Adjusted}}$$

$$\$113,200 \times (\$1,125.30 / \$1,178.14) = \$108,122.94$$

Then calculate the Monthly Base Charge<sub>Total MFE Adjusted</sub> as follows:

$$\begin{aligned} &\text{Monthly Base Charge}_{\text{Equipment Portion MFE Adjusted}} \text{ plus} \\ &\text{Monthly Base Charge}_{\text{Initial Total}} \text{ minus} \\ &\text{Monthly Base Charge}_{\text{Initial Equipment Portion}} \\ &= \\ &\text{Monthly Base Charge}_{\text{Total MFE Adjusted}} \end{aligned}$$

$$\begin{aligned} &\$108,122.94 + \$248,820 - \$113,200 \\ &= \$243,742.94 \end{aligned}$$

5.3 Continuing from the example in Section 5.2, above, if we assume for purposes of the example that the beginning ECI is 140.4 and the ECI for 2009 pricing purposes is 143.2, then ECA equals ECI<sub>Current</sub> divided by ECI<sub>Initial</sub> (i.e., 140.4/143.2 = 1.0199) and the 2009 Monthly Base Charge for End User Services adjusted for MFE and ECA (i.e., Monthly Base Charge<sub>Total ECA & MFE Adjusted</sub>) is calculated as follows:

$$\begin{aligned} &\text{Monthly Base Charge}_{\text{Total MFE Adjusted}} \text{ times } \text{ECA} \\ &= \\ &\text{Monthly Base Charge}_{\text{Total ECA \& MFE Adjusted}} \end{aligned}$$

$$\begin{aligned} & \$243,742.94 \times (1.0199) \\ & = \$248,593.42 \end{aligned}$$

**6. ARC/RRC RATE ADJUSTMENT**

**6.1** ARC and RRC Rates will be subject to two price adjustments:

- a) The equipment portion, which is subject to movements in MFE on a quarterly basis, and
- b) The labor portion, which is subject to the Economic Change Adjustment described in Section 8 of this Exhibit.

**6.2** Records will be maintained per individual ARC or RRC

- a) Equipment portion adjustments for individual instances of new installations or new deletions of a requirement will be made on a one-time basis per ARC or RRC
- b) Labor portion adjustments will be made annually

**6.3** The following sets forth an example of how the ARC Rate and RRC Rate will be adjusted for MFE and ECA using the information from **Exhibit 4, Appendix A**.

The ARC Rate for Laptop-Standard is set forth in Table IX *ARC/RRC Indices* in **Exhibit 4, Appendix A** is \$28.37. If we assume we add one (1) additional Laptop-Standard in February 2009 and we assume that the beginning ECI is 140.4 and the ECI for 2009 pricing purposes is 143.2, then the 2009 ARC and RRC Rate adjusted for MFE and ECA is calculated as follows:

First, adjusting for MFE:

$$\begin{aligned} & (\text{Monthly Base Charge}_{\text{Initial Equipment Portion}} \textit{ divided by} \\ & \text{Monthly Base Charge}_{\text{Initial Total}} \textit{ times (MFE}_{\text{Current}} \textit{ divided} \\ & \textit{ by MFE}_{\text{Initial}} \textit{ times ARC/RRC}_{\text{Initial}} \\ & = \\ & \text{ARC/RRC}_{\text{Equipment Portion Adjusted}} \\ & \\ & (\$113,200 / \$248,820) \times (\$1,125.30 / \$1,178.14) \times \$28.37 \\ & = \$12.33 \end{aligned}$$

Second, adjusting for ECA:

$$\begin{aligned} & ((\text{Monthly Base Charge}_{\text{Initial Total}} \textit{ minus} \\ & \text{Monthly Base Charge}_{\text{Initial Equipment Portion}}) \textit{ divided by} \\ & \text{Monthly Base Charge}_{\text{Initial Total}} \textit{ times ECA times ARC/RRC}_{\text{Initial}} \\ & = \\ & \text{ARC/RRC}_{\text{Non-Equipment Portion Adjusted}} \end{aligned}$$

$$((\$248,820 - \$113,200) / \$248,820) \times (1.0199) \times \$28.37 =$$

$$\$15.77$$

And, then combining the MFE and ECA adjustments:

$$\text{ARC/RRC}_{\text{Equipment Portion Adjusted}} \textit{ plus}$$

$$\text{ARC/RRC}_{\text{Non-Equipment Portion Adjusted}}$$

$$=$$

$$\text{ARC/RRC}_{\text{Total MFE \& ECA Adjusted}}$$

$\$12.33 + \$15.77 = \$28.10$  per month until adjusted for ECA only in the following year.

## 7. EQUIPMENT BUYBACK CHARGES AND CREDITS

### 7.1 ARCs and RRCs

At the expiration of the Term of the Agreement or upon any earlier termination of the Agreement, or in the event of early retirement of any equipment used solely by Unisys to provide the Services, charges may arise from the unpaid equipment portion of ARC and RRC charges (the “Equipment Buy-Back Charges”). The Equipment Buy-Back Charges shall be the cumulative unpaid equipment portion of ARC and RRC charges for each individual ARC and RRC since the Effective Date calculated as follows:

$$\left( \frac{\text{Monthly Base Charge}_{\text{Initial Equipment Portion}}}{\text{Charge}_{\text{Initial Total}}} \right) \textit{ divided by } \left( \frac{\text{Monthly Base Charge}_{\text{Current}}}{\text{Charge}_{\text{Initial Total}}} \right) \textit{ times } \left( \frac{\text{MFE}_{\text{Current}}}{\text{MFE}_{\text{Initial}}} \right) \textit{ times } \text{ARC/RRC}_{\text{At Time of Acquisition}} \textit{ times } \text{Number of unpaid monthly ARC payments}$$

For example, assume that one (1) Laptop-Standard was placed into service on February 1, 2008 as an ARC and that the Agreement is later terminated on March 15, 2009. The equipment only portion of the ARC/RRC Rate for a Laptop-Standard is shown in Table IX *ARC/RRC Indices* in **Exhibit 4, Appendix A** and equals \$28.37. Since only thirteen (13) ARC payments have been made and thirty-five (35) ARC payments remain, then the Equipment Buy-Back price for that Laptop-Standard is calculated as follows.

$$(\$94,472 / \$213,319) \times (\$1,165.30 / \$1,209.89) \times \$28.37 \times 35 =$$

$$\$423.54.$$

### 7.2 Refresh

- a) Upon any termination of the Agreement, Equipment Buy-Back Charges may arise where the Monthly Base Charge has not been fully paid, but equipment refresh has occurred. In such an event the Equipment Buy-Back Charges are calculated as follows:

$$\text{Monthly Base Charge}_{\text{Equipment Portion}} \textit{ minus}$$

$$\text{Monthly Base Charge}_{\text{Paid Equipment Portion}}$$

For example, if twenty-five (25) Laptop-Standard units have been refreshed and if the equipment only portion of the Monthly Base Charge for those units is

\$25,000, and if the City has only paid \$10,000 for such refresh, then the Equipment Buy-Back Charge due to Unisys is \$15,000.

- b) Upon any termination of the Agreement, Equipment Buy-Back Credit may arise where the Monthly Base Charge has been paid, but no or only a partial equipment refresh has occurred relevant to those Monthly Base Charges. In such an event, the Equipment Buy-Back Credit calculated as follows:

Monthly Base Charge<sub>Equipment Portion Paid</sub> *minus*

Monthly Base Charge<sub>Refreshed Equipment Portion Spent</sub>

For example, if pro rata quarterly equipment refresh has been agreed to include twenty-five (25) Laptop-Standard and only fifteen (15) have been refreshed before termination, if the equipment only portion of the Monthly Base Charges for those twenty-five (25) units is \$25,000, then the Equipment Buy-Back Credit due the City is \$10,000.

## 8. ECONOMIC CHANGE ADJUSTMENT

### a) General

- i) Unisys will calculate and apply an adjustment to the Monthly Base Charges, ARC Rates and RRC Rates based upon economic changes (each such adjustment, an “ECA”) as described below. The ECA will be payable on a prospective basis on the Monthly Base Charges, ARCs and RRCs payable by (credited to) City (e.g., the actual inflation for Contract Year 1 will determine the ECA for Contract Year 2). The ECA will be determined as soon as practicable, but no later than January 1 of each Contract Year using the formula set forth below.
- ii) Unisys will invoice City for the ECA, if any, beginning January 2012 and monthly thereafter. The ECA will be applied by recalculating all of the tabulated charges in **Exhibit 4, Appendix A** and thenceforth using the recalculated tables as the basis for the calculation of all Monthly Base Charges, ARC Rates and RRC Rates invoiced to City.

- iii) City and Unisys agree to use the following index (“Economic Change Index”):

<p>United States</p>	<p>The index agreed to by the City is:</p> <p>The Employment Cost Index (ECI), , Not Seasonally Adjusted, Total Compensation, Private Industry, Professional and Related, as published by the Bureau of Labor Statistics of the U.S. Department of Labor.</p> <p>The City has agreed to use the 12 month period ending 9/30/2011 as the measurement period so that the ECA adjustment can be calculated prior to 1/1/2012 (1/1 the following year).</p> <p>The ECA adjustment for 2011 is included in the base charges.</p>
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- iv) In the event the publishing entity stops publishing the Economic Change Index (or a component thereof) or substantially changes its content and format, City and Unisys will substitute a comparable index published at least annually by a mutually agreeable source.
- v) If the publishing entity redefines the base year for the Economic Change Index to another year, City and Unisys will continue to use the Economic Change Index, but will convert the base year index to the new base year by using an appropriate conversion formula.
- b) Index Month  
 The month used for calculating the ECA will be the Economic Change Index published for each September during the Term of the Agreement.
- c) ECA Adjustments
- i) “ECA” means the difference between the actual Economic Change Index for the September of the calendar during which the ECA is being calculated minus the actual Economic Change Index for September of the prior calendar year divided by the actual Economic Change Index for September of the calendar year prior to the year in which the ECA is being calculated. For example, if September 2011, Economic Change Index is 180 and September 2012, Economic Change Index is 198, then for the Contract Year beginning Jan 2013, the ECA would be  $(198-180)/180 = 10\%$ .
- ii) If ECA is equal to zero, no ECA adjustment will be made.
- iii) If ECA is less than or greater than zero, then an ECA adjustment shall be calculated as provided for in this Section 8.

d) Inflation Sensitivity Factor

“Inflation Sensitivity Factor” means the portion of the Monthly Base Charges, ARC Rates, RRC Rates and Rate Card that is inflation-sensitive. The Inflation Sensitivity Factors are delineated in Appendix A to this Exhibit.

e) Application of ECA and Inflation Sensitivity Factors

i) Beginning in January 2012, for each year during the Term of the Agreement, the ECA and the Inflation Sensitivity Factor will be applied to each Monthly Base Charge, Rate Card, RRC Rate and ARC Rate in the following manner:

- (1) Each Monthly Base Charge will be recalculated by taking the existing Monthly Base Charge multiplied by the Inflation Sensitivity Factor, multiplied by the ECA, and then adding the result to the existing Monthly Base Charge; provided, however, that the annual increases in Monthly Base Charges shall not exceed 2.6%. This annual cap applies to the Monthly Base Charges that include either ECA-adjusted services or MFE-adjusted equipment or both. The Monthly Base Charges for 2011 include the ECA.
- (2) Each RRC Rate will be recalculated by taking the existing RRC Rate multiplied by the Inflation Sensitivity Factor, multiplied by the ECA, and then adding the result to the existing RRC Rate.
- (3) Each ARC Rate will be recalculated by taking the existing ARC Rate multiplied by the Inflation Sensitivity Factor, multiplied by the ECA, and then adding the result to the existing ARC Rate. The maximum ECA shall not exceed 2.6%.
- (4) The Project Rate will be recalculated annually by taking the existing rates multiplied by the Inflation Sensitivity Factor, multiplied by the ECA, and then adding the result to the existing Project Rate. The maximum ECA shall not exceed 2.6%.

ii) For example, assume:

- (1) ECA = 4.44%
- (2) Inflation Sensitivity Factor = 90%
- (3) Monthly Base Charge = \$100
- (4) ARC Rate = \$10
- (5) RRC Rate = \$10

Then,

- (1) The new Monthly Base Charge would be  $(\$100 * 4.44% * 90%) + 100 = \$104$
- (2) The new ARC Rate would be  $(\$10 * 4.44% * 90%) + 10 = \$10.40$
- (3) The new RRC Rate would be  $(\$10 * 4.44% * 90%) + 10 = \$10.40$

## 9. INVOICING

For each month during the Term of the Agreement and any during Termination Assistance Period, Unisys shall provide invoices in the format and consolidate charges as specified in Section 9.6 of Part III to the Agreement and this Section.

- a) Invoices shall have the following components and line item detail:
  - i) Monthly Base Charges
  - ii) ARCs and RRCs
  - iii) Service Level Credits
  - iv) Milestone Default Credits during the Transition Period, as applicable
  - v) Charges for Additional Services and Modified Services
  - vi) Managed Third Party Expenses (as applicable)
  - vii) Taxes by type, as applicable
- b) Unisys shall, for each charge broken out on the invoice, cite the specific section(s) of the Agreement or **Exhibit 4, Appendix A** upon which such charge is based. Unisys shall include the calculations utilized to establish the charges or credits on each invoice for ARCs and RRCs and other pricing adjustments.
- c) Form of Invoice and Supporting Data

Unisys shall issue an invoice that shall substantially conform to the requirements specified in the Agreement or this Exhibit. Unisys shall provide summary report, showing details as reasonably specified by City, together with supporting data and line item detail with travel and expense charges separate, as well as adjusting for any ARCs or RRCs. The report shall separately state the amounts of any taxes Unisys is collecting from City.
- d) Disputed Charges

City shall have the right to withhold disputed fees in accordance with the Agreement.

## 10. FINANCIAL RESPONSIBILITY MATRIX

Except as otherwise set forth in the Agreement, **Exhibit 4, Appendix A** outlines both City's and Unisys financial responsibilities regarding the resources used to provide the Services. Any areas for which City is indicated as financially responsible represent "Retained Expenses" and the costs of the same shall be the responsibility of City.

## 11. WIND-DOWN

- a) "Wind-Down Cap" shall equal the amount set forth in Appendix A to this Exhibit as the "Wind-Down Cap" applicable at the time of early termination of the Agreement.
- b) "Wind-Down Costs" shall be limited to certain reasonable out-of-pocket costs described below that are actually incurred by Unisys in order to wind down the Services being terminated, which in any case shall not exceed the Wind-Down Cap.
- c) Wind-Down Cost Limitations
  - i) The Wind-Down Costs shall be limited to the following:
    - (1) Actual employee severance for Unisys employees dedicated exclusively to providing the terminated Services whose employment is terminated is a direct result of such termination ("Severed Employees"), calculated in accordance with the lesser of, for each Unisys affected employee, any specific agreement governing severance for such Unisys affected

employee or Unisys standard policies for similarly situated employees, but in any event not to exceed the equivalent of ninety (90) days of total compensation per employee unless otherwise agreed to by City;

- (2) Employee relocation costs in accordance with the lesser of, for each Severed Employee, any specific agreement governing such employee or Unisys standard policies for similarly situated employees;
- (3) Any unamortized costs approved by City for Software licensed exclusively to provide the terminated Services to the extent that such Software was deployed in accordance with the Services and cannot reasonably be redeployed by Unisys; and
- (4) Any contract termination charges for maintenance agreements dedicated exclusively to Unisys delivery of the Services.

d) Calculation of Wind-Down Fees

- i) For purposes of calculating Wind-Down Costs, the Parties agree to the following guidelines:
  - (1) If Unisys enters into any lease agreements or Software license agreements for equipment or Software dedicated to City in connection with the Services that extend beyond the Term of the Agreement, without the prior consent of City, Wind-Down Costs shall not include any amounts attributable to the period after the expiration of the Term of the Agreement or any earlier termination of the Agreement.
  - (2) If Unisys purchases any equipment dedicated to City in connection with the Services where the amortization schedule for such equipment extends beyond the Term of the Agreement, without the prior consent of City, Wind Down Costs shall not include any amounts attributable to the period after the expiration of the Term of the Agreement or any earlier termination of the Agreement.
  - (3) Unisys shall give notice of termination, as appropriate, with respect to all applicable Software license and maintenance agreements and equipment leases so that the agreements and leases terminate as soon as practically possible after the end of the applicable Termination Assistance Period (or such earlier date by which the asset is no longer necessary for the provision of the Services), except as otherwise requested by City.
  - (4) Unisys shall (i) plan the orderly relocation or redeployment of Unisys affected employees, and make all reasonable efforts to secure such relocation or redeployment; and (ii) use all reasonable efforts to minimize all Wind-Down Costs.
  - (5) Unisys shall provide an invoice detailing all Wind-Down Costs within thirty (30) days after the Termination Assistance Period.

**City of Minneapolis**

**Exhibit 4 Appendix A**

**Modified for updated MFE Pricing and labor rates based on applying ECA (cost of living) increase - updated January 31, 2013**

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Category of Services (in US Dollars)	CY 2011	CY 2012	CY 2013	CY 2014	CY 2015
<b>Monthly Base Charges</b>					
End User Services	\$ 176,994	\$ 254,153	\$ 242,386	\$ 237,966	\$ 246,203
Network Services	\$ 48,917	\$ 48,917	\$ 48,917	\$ 48,917	\$ 48,917
Service Desk	\$ 54,831	\$ 54,831	\$ 54,831	\$ 54,831	\$ 54,831
E-mail and Messaging Services (UCaaS)	\$ 47,006	\$ 47,006	\$ 47,006	\$ 47,006	\$ 47,006
Data Center Hosting	\$ 447,246	\$ 398,800	\$ 416,817	\$ 421,237	\$ 429,667
Project Management	\$ 11,167	\$ 11,167	\$ 11,167	\$ 11,167	\$ 11,167
IMAC Coordination	\$ 7,003	\$ 7,003	\$ 7,003	\$ 7,003	\$ 7,003
Change Management	\$ 7,368	\$ 7,368	\$ 7,368	\$ 7,368	\$ 7,368
Managed Security Services	\$ 22,696	\$ 22,696	\$ 22,696	\$ 22,696	\$ 22,696
<b>Total Monthly Base Charges s</b>	<b>\$ 823,228</b>	<b>\$ 851,941</b>	<b>\$ 858,191</b>	<b>\$ 858,191</b>	<b>\$ 874,858</b>

CY = Contract Year

\*Any Hardware MFE charges (including those starting in 2008 and later) are in addition to the Monthly Base Charges (reference Exhibit IV, Pricing & Charges Methodologies).

\*\*\*The minimum monthly fee for Amendment I (Tier 4 Support) and the recurring managed services charges resulting from Amendments B, G and Change Orders are included in the Monthly Base Charges (reference Amendment K).

\*\*\*\*Transition Services charges are in addition to the Monthly Base Charges (reference Exhibit 2 Appendix G).

\*\*\*\*\*Additional Resource Unit Charges or Reduced Resource Unit Credits (ARC/RRC) for 2011 through 2015 are in addition to the Monthly Base Charges (reference Exhibit IV Pricing and Charges Methodology).

\*\*\*\*\* The first ECA will be effective January 2012 (reference Exhibit IV, Pricing and Charges Methodologies).

\*\*\*\*\*Per Change Order 92, the charges listed for Project Management (\$11,167.00/month) are deleted from the Monthly Base Charges effective 1/1/11. Unisys will invoice the City \$134,004.00 at the beginning of each year (2011 thru 2015). This will be a prepayment (to create the "Out of Scope Labor Fund") for Project Management labor hours and other labor hours used by the City that are out of scope (billable to City). The City will notify Unisys which out of scope labor charges are to be charged to this Fund. Any unused dollars remaining in the Fund will be returned to the City upon City request. Unisys will maintain a record of all dollars charged to the Fund.

**Table II.Current Configurations**

CURRENT CONFIGURATIONS

Laptop - Standard	E6430 Processor: Intel Core i5 3320 (2.6ghz), Operation System: Windows 7, Memory: 4.0GB, DDR3 1600 mhz, Display: 14 Inch Anti-Glare LCD, Hard Drive: 320GB HDD 7200RPM Drive: 8X DVD+/- RW, Battery: 6 Cell Primary Battery, Case: Dell Professional 16" Carrying Case, Wireless: 802.11n mini-card
Laptop - Engineering	E6430 Processor: Intel Core i7 2.6 GHz, Operation System: Windows 7, Memory: 6.0 GB DDR3-1600Mhz, Display: 14 Inch Anti-Glare LCD, Hard Drive: 500GB HDD 7200RPM Drive: 8X DVD+/- RW, Battery: 9 Cell Primary Battery, Case: Classic Dell Professional 16" Carrying Case, Wireless: 802.11n mini-card
Desktop - Standard	9010 SFF Processor: Intel Core i5 3570 3.4ghz), Operation System: Windows 7, Memory: 4.0GB, DDR3 1600 mhz, Monitor: Dell 21.5 inch flat panel UltraSharp U2212H monitor Video: Integrated Intel DP/DV/VGA Hard Drive: 250GB SATA Hard Drive, Drive: 8X DVD+/- RW Slim, Keyboard: USB Keyboard Mouse: Dell USB Optical mouse
Desktop - Engineering	9010 MT Processor: Intel Core i7 3770 3.4GHz, Operating System: Windows 7, Memory: 8GB Non-ECC 1600MHz DDR3 RAM, Monitor: Dell 24 inch Ultrasharp flat panel color wide monitor, Video: 1 GB AMD HD 7570, Drive: 500GB SATA Hard Drive, Drive: 16X DVD+/-RW, Keyboard: USB Keyboard, Mouse: Dell USB Optical
Rugged Laptop	Panasonic CF-31 (this model is not available in the Exhibit 4 pricing, but can be purchased upon request.)
Rugged Laptop 2 (fully rugged)	Dell - Latitude XFR - Processor: Intel Core 2 Duo T7500 (2.20GHZ), 800MHz, 4M L2 Cache, Operating System: Windows XP Professional, SP2, Memory: 2.0GB, DDR2-667 SDRAM, 2 DIMM, Display: 14.1 inch Wide Screen WXGA rugged touchscreen LCD, Drives: 80GB Shock Mounted

**Table II.Current Configurations**

	Hard Drive 9.5MM, 4200RPM, 8X DVD+/-RW w/ Roxio, Network: Intel 4965 WLAN (802.11a/g/n), Wireless 5720 Mobile Broadband (EV-DO) Mini-Card for Sprint, Power: 90W AC Adapter, 6-Cell/56 WHr Primary Battery
Rugged Laptop 3 (semi-rugged)	
	Dell - Latitude 6430 ATG - Processor: Intel Corei7-3520M, 2.90GHz, Operating System: Windows 7, Memory: 4.0GB, DDR3-1600 SDRAM, 1 DIMM, Display: 14.0 inch HD Outdoor Viewable Screen, Drives: 320GB 7200rpm, 8X DVD+/-RW, Network: Intel 802.11n, Power: 6-Cell Primary Battery
Tablet PC	Dell Latitude XT3 Tablet - Intel® Core™ i5 2520M, Memory 4GB, 13.3 HD LCD with camera, Windows 7,320GB 7200rpm, Network: Intel 802.11n, Power: 6-Cell Primary Battery
MDC	Data911 M6 mobile computer. These devices are support by Unisys but the hardware is owned by the City of Minneapolis.

**Table II.Current Configurations**

Sm B&W Local Laser	The City is moving away from individual printers and to the shared Toshiba copier devices. Printer pricing will no longer be published for this reason. If a printer needs to be purchased, pricing will be gathered at the time of the request.
Md B&W Ntwrk Laser	
Large B/W Network Laser (No Ledger Size)	
Extra Large B/W Network Laser (Ledger Size Paper)	
Md B&W Ntwrk Laser	
Md Color Ntwrk Laser	
Lg Color Ntwrk Laser	
Oracle Database	Configuration of a single Oracle database that can have an unlimited number of instances.
SQL Instance	Configuration of a single Microsoft SQL instance that can have an unlimited number of databases.
Storage Tier 1 - DMX (GBs)	RAID 5 configuration - Drives that are 146GB in size in a RAID5 configuration that are to be used in a DMX4 disk frame.
Storage Tier 2 - Clariion (GBs)	RAID 5 configuration - Drives that are 400GB in size in a RAID5 configuration that are to be used in a Clariion CX4 disk frame
Storage Tier 2 - NAS (GBs)	RAID5 Configuration - Drives that are 400GB drives in size in a RAID5

**Table II.Current Configurations**

	NAS configuration that are to be used in the Clariion CX4 network-attached disk frame.
Storage Tier 3 - ATMOS (GBs)	ATMOS network-attached disk frames - these frames are for long-term, non-database archival storage only.
Storage Network Ports (per port)	Connections via a storage network device to connect to the shared storage environment.
Unix Tier 1 Data Center	
Unix Tier 2 Data Center	
Unix Tier 3 Data Center	
Wintel Enterprise Data Center	Unisys ES7600- (8) 3+ GHZ Processor - 128GB RAM - (8) 1Gbps Network Adapter - 146GB Storage - (2) 4Gb Single Port HBA, (3) Dual Port Gigabit NIC
Wintel Tier 1 Data Center	Unisys ES7000 Model 7560R - (4) 3 GHZ Processor - 16GB RAM - (4) 1Gbps Network Adapter - 146GB Storage - (2) Onboard RAID Controllers - (2) 4Gb SAN Controller, (3) Dual Port Gigabit NIC
Wintel Tier 2 Data Center	Unisys ESL3590R G2 - (4) 3 GHZ Processor - 16GB RAM - (2) 1Gbps Network Adapter - (2) 146GB Storage - Onboard RAID Controller
Wintel Tier 2a Data Center	Unisys ESL3560R G3 (2) 3 GHZ Processor - 8GB RAM - (2) 1Gbps Network Adapter - (2) 146GB Storage - (2) Fiber Channel SAN Onboard - (1) RAID Controller
Wintel Tier 3 Data Center	Unisys ESL3560R G1- (1) 3 GHZ Processor TURBO - 4GB RAM - (2) 1Gbps Network Adapter - (2) 146GB Storage - Onboard RAID Controller
Wintel Virtual Tier 1 Data Center	(4) Processors 3 GHz - 16 GB RAM - 72 GB Local Storage (SAN)

**Table II.Current Configurations**

Wintel Virtual Tier 2 Data Center	(4) Processors 3 GHz – 8 GB RAM – 146 GB Local Storage (SAN)
Wintel Virtual Tier 3 Data Center	(2) Processors 3 GHz – 4 GB RAM – 146 GB Local Storage (SAN)
Manages Security RU's (Exclude Hardware Refresh)	New Resource Units to the contract. There are policy and monitoring Resource Units that apply to multiple security devices so the subtotal of managed security device RUs does not match the subtotal of managed security services Rus
NIDS/IPS Device Mgmt Service Fee (per device/appliance)	Each IPS device (i.e. Proventia) or appliance requires device-level maintenance, problem management, and operational management.
Monitoring Fee (Security Class Device and Log Sources)	The security monitoring collects event logs from security-class devices (purpose built for security, such as firewall, IDS, IPS, Web Application Firewall, VPN, etc.). The event logs will provide security alerts as well as device alerts that will trigger incidents or problems.

**Table II.Current Configurations**

Security- VPN Gateway (includes VPN GW Management Fee)	Management for a Cisco ASA 5540 VPN gateway, which can be a dedicated independent VPN device (such as Juniper) or software that runs on a multi-purpose device, such as a firewall. Includes management of VPN device, software, configuration, incident management, problem management, and change management for the VPN functionality.
HA VPN Gateway Management Fee	High-Availability option for Cisco ASA 5540 VPN gateway. Typically, VPN gateways are deployed in HA cluster, one primary and one secondary. The secondary VPN gateway in the cluster is expected to take on the configuration of the primary VPN gateway. The cluster will be managed identically; some of the management burden is already provided in management of the primary VPN gateway, thus the cost of managing the secondary VPN gateway is reduced.
Security - Firewall (includes Firewall Managed Service Fee)	Manage a Checkpoint IP565 firewall device or appliance. Each device or appliance requires device-level maintenance, operational management, problem management, incident management, configuration management, and change management for the firewall functionality.
HA Firewall Management Fee	High-Availability option for a Checkpoint IP 565 firewall cluster. Firewalls are deployed in HA cluster, one primary and one secondary. The secondary Firewall in the cluster is expected to take on the configuration of the primary firewall. The cluster will be managed identically; some of the management burden is already provided in management of the primary firewall, thus the cost of managing the secondary firewall is reduced.
Wireless Application Firewall Device Management Fee	Manage a Web Application Firewall (WAF), such as a Barracuda Reverse Proxy. Each device or appliance requires device-level maintenance, problem management, and operational management.

<b>Table III. ARC RRC Rates</b> All quantities are in units of one Note: 2013 pricing for those items in Table IX that do not list a charge in the "Device Cost" column do not include any hardware pricing, only services.	
2013	
<b>End User Services</b>	
Laptop & Desktop - Premium Service	
Laptop - Standard	\$ 52.98
Laptop - Engineering	\$ 61.44
Desktop - Standard	\$ 50.67
Desktop - Engineering	\$ 59.98
<b>TOTAL Laptop &amp; Desktop - Premium Service</b>	
Laptop & Desktop - Standard Service	
Laptop - Standard	\$ 33.90
Laptop - Engineering	\$ 42.36
Desktop - Standard	\$ 31.59
Desktop - Engineering	\$ 40.90
Rugged Laptop	\$ 9.30
Rugged Laptop 2 (fully rugged)	\$ 9.30
Rugged Laptop 3 (semi-rugged)	\$ 52.34
Tablet PC	\$ 46.22
MDC	\$ 9.30
<b>TOTAL Laptop &amp; Desktop - Standard Service</b>	
Sm B&W Local Laser	\$ 4.37
Sm Color Local Laser	\$ 7.50
Md B&W Ntwrk Laser	\$ 9.17
Lg B&W Ntwrk Laser	\$ 14.60
Sm Color Ntwrk Laser	\$ 7.50
Md Color Ntwrk Laser	\$ 18.89
Lg Color Ntwrk Laser	\$ 24.78
IMAC - Events (160 monthly - reconciled annually)	\$ 83.74
<b>Network Services (per device)</b>	
Small Router & Wireless Access Point (WAP)	\$ 125.32
Mid-Range Router & Wireless Access Controller (WAC)	\$ 147.44
Enterprise Router	\$ 168.08
Workgroup Switch	\$ 83.73
Large Switch	\$ 98.51
Enterprise Switch	\$ 112.31
<b>Security Services (per device)</b>	
NIDS/IPS Device Mgmt Service Fee	\$ 154.81
Monitoring Fee for Security Class Device	\$ 135.26
Security- VPN Gateway Management Fee	\$ 1,146.76
HA VPN Gateway Management Fee	\$ 754.70
Security - Firewall and Managed Service Fee	\$ 1,782.62
HA Firewall Management Fee	\$ 1,425.61
Web Application Firewall (WAF) Device Management Fee	\$ 1,713.33
<b>Service Desk</b>	
Service Desk - per Incident (1,478 per month - reconciled annually)	\$ 18.00
<b>iPad Services</b>	
iPad Support Services	\$ 7.12
<b>E-mail and Messaging Services</b>	
Mailbox Support Services	\$ 11.43
<b>Data Center Hosting</b>	
<b>Databases</b>	
Oracle Databases	\$ 1,104.44
SQL Instances	\$ 1,292.13
<b>Storage (GBs)</b>	
Tier 1 - DMX	\$ 2.08
Tier 2 - Clariion	\$ 0.37
Tier 2 - NAS	\$ 0.29
Tier 3 - ATMOS	\$ 0.11
Storage Network Ports (per port)	\$ 41.19
<b>Servers</b>	
Infrastructure	n/a
Unix Tier 1 Data Center	\$ 1,420.78
Unix Tier 2 Data Center	\$ 975.80
Unix Tier 3 Data Center	\$ 805.05
Wintel Enterprise Data Center	\$ 1,783.69
Wintel Tier 1 Data Center	\$ 1,201.94
Wintel Tier 2 Data Center	\$ 1,078.10
Wintel Tier 2a Data Center	\$ 964.74
Wintel Tier 3 Data Center	\$ 867.17
Wintel Virtual Tier 1 Server	\$ 730.66
Wintel Virtual Tier 2 Server	\$ 730.66
Wintel Virtual Tier 3 Server	\$ 730.66

		Table IV. Resource Baselines				
All quantities are in units of one		CY 2011	CY 2012	CY 2013	CY 2014	CY 2015
<b>End User Services</b>						
Laptop & Desktop - Premium Service						
Laptop - Standard		77	77	77	77	77
Laptop - Engineering		5	5	5	5	5
Desktop - Standard		56	56	56	56	56
Desktop - Engineering		5	5	5	5	5
<b>TOTAL Laptop &amp; Desktop - Premium Service</b>		<b>143</b>	<b>143</b>	<b>143</b>	<b>143</b>	<b>143</b>
Laptop & Desktop - Standard Service						
Laptop - Standard		502	502	502	502	502
Laptop - Engineering		190	190	190	190	190
Desktop - Standard		1,661	1,661	1,661	1,661	1,661
Desktop - Engineering		326	326	326	326	326
Rugged Laptop		34	34	34	34	34
Rugged Laptop 2 (fully rugged)		-	-	-	-	-
Rugged Laptop 3 (semi-rugged)		77	77	77	77	77
Tablet PC		31	31	31	31	31
MDC		363	363	363	363	363
<b>TOTAL Laptop &amp; Desktop - Standard Service</b>		<b>3,184</b>	<b>3,184</b>	<b>3,184</b>	<b>3,184</b>	<b>3,184</b>
Sm B&W Local Laser		326	326	326	326	326
Sm Color Local Laser		118	118	118	118	118
Md B&W Ntwrk Laser		160	160	160	160	160
Lg B&W Ntwrk Laser		20	20	20	20	20
Sm Color Ntwrk Laser		3	3	3	3	3
Md Color Ntwrk Laser		37	37	37	37	37
Lg Color Ntwrk Laser		24	24	24	24	24
IMAC - Events (160 monthly - reconciled annually)		1,920	1,920	1,920	1,920	1,920
<b>Network Services (per device)</b>						
Small Router & Wireless Access Point (WAP)		92	92	92	92	92
Mid-Range Router & Wireless Access Controller (WAC)		13	13	13	13	13
Enterprise Router		3	3	3	3	3
Workgroup Switch		81	81	81	81	81
Large Switch		163	163	163	163	163
Enterprise Switch		5	5	5	5	5

All quantities are in units of one		<b>Table IV. Resource Baselines</b>				
	CY 2011	CY 2012	CY 2013	CY 2014	CY 2015	
<b>Security Services (per device)</b>						
NIDS/IPS Device Mgmt Service Fee	2	2	2	2	2	
Monitoring Fee for Security Class Device	13	13	13	13	13	
Security- VPN Gateway Management Fee	2	2	2	2	2	
HA VPN Gateway Management Fee	1	1	1	1	1	
Security - Firewall and Managed Service Fee	6	6	6	6	6	
HA Firewall Management Fee	2	2	2	2	2	
Web Application Firewall (WAF) Device Management Fee	3	3	3	3	3	

All quantities are in units of one		<b>Table IV. Resource Baselines</b>				
		CY 2011	CY 2012	CY 2013	CY 2014	CY 2015
<b>Service Desk</b>						
Service Desk - per Incident (1,478 per month - reconciled annually)		17,736	17,736	17,736	17,736	17,736
<b>iPad Services</b>						
Number of iPads			0	0	0	0
<b>E-mail and Messaging Services</b>						
Number of Mailboxes		4,240	4,240	4,240	4,240	4,240
<b>Data Center Hosting</b>						
<b>Databases</b>						
Oracle Databases		48	48	48	48	48
SQL Instances		14	14	14	14	14
<b>Storage (GBs)</b>						
Tier 1 - DMX		2,956	2,956	2,956	2,956	2,956
Tier 2 - Clariion		32,882	32,882	32,882	32,882	32,882
Tier 2 - NAS		TBD	8,375	8,375	8,375	8,375
Tier 3 - ATMOS		-	-	-	-	-
Storage Network Ports (per port)		66	70	70	70	70
<b>Servers</b>						
Infrastructure		13	13	13	13	13
Unix Tier 1 Data Center		4	4	4	4	4
Unix Tier 2 Data Center		-	-	-	-	-
Unix Tier 3 Data Center		2	2	2	2	2
Wintel Enterprise Data Center		1	1	1	1	1
Wintel Tier 1 Data Center		4	4	4	4	4
Wintel Tier 2 Data Center		18	18	18	18	18
Wintel Tier 2a Data Center		7	7	7	7	7
Wintel Tier 3 Data Center		60	60	60	60	60
Wintel Virtual Tier 1 Server		-	-	-	-	-
Wintel Virtual Tier 2 Server		4	4	4	4	4
Wintel Virtual Tier 3 Server		66	66	66	66	66

CY = Contract Year

**Table V. Deadbands**

All amounts are %	Deadband
<b>End User Services</b>	
PDA's/Cellular Device	0%
MAC - Events	0%
<b>Network Services</b>	
Small Router - Lifecycle Management	0%
Mid-Range Router - Lifecycle Management	0%
Enterprise Router - Lifecycle Management	0%
Workgroup Switch - Lifecycle Management	0%
Large Switch - Lifecycle Management	0%
Enterprise Switch - Lifecycle Management	0%
<b>Service Desk</b>	
Service Desk Incidents	0%
<b>E-mail and Messaging Services</b>	
Number of Mailboxes	0%

**Table VI. Wind Down Cap**

TERMINATION FEES - WIND DOWN CAP (\$ US)				
12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015
\$1,253,932	\$1,253,932	\$1,253,932	\$1,253,932	\$1,253,932

NOTE: Unisys has a duty to mitigate any Wind Down expenses.

## Table VII. Breakage Fees

Amounts in \$US

TERMINATION FEES - BREAKAGE PAYABLE									
2011		2012		2013		2014		2015	
Beginning of Month	Breakage Amount Due	Beginning of Month	Breakage Amount Due	Beginning of Month	Breakage Amount Due	Beginning of Month	Breakage Amount Due	Beginning of Month	Breakage Amount Due
1	\$ 3,961,621	13	\$ 3,232,982	25	\$ 2,481,464	37	\$ 1,729,403	49	\$ 927,142
2	\$ 3,900,901	14	\$ 3,170,356	26	\$ 2,418,793	38	\$ 1,662,548	50	\$ 849,880
3	\$ 3,840,181	15	\$ 3,107,729	27	\$ 2,356,121	39	\$ 1,595,693	51	\$ 772,618
4	\$ 3,779,461	16	\$ 3,045,103	28	\$ 2,293,449	40	\$ 1,528,838	52	\$ 695,356
5	\$ 3,718,741	17	\$ 2,982,476	29	\$ 2,230,777	41	\$ 1,461,983	53	\$ 618,094
6	\$ 3,658,021	18	\$ 2,919,850	30	\$ 2,168,105	42	\$ 1,395,127	54	\$ 540,833
7	\$ 3,597,302	19	\$ 2,857,223	31	\$ 2,105,434	43	\$ 1,328,272	55	\$ 463,571
8	\$ 3,536,582	20	\$ 2,794,597	32	\$ 2,042,762	44	\$ 1,261,417	56	\$ 386,309
9	\$ 3,475,862	21	\$ 2,731,970	33	\$ 1,980,090	45	\$ 1,194,562	57	\$ 309,047
10	\$ 3,415,142	22	\$ 2,669,344	34	\$ 1,917,418	46	\$ 1,127,707	58	\$ 231,785
11	\$ 3,354,422	23	\$ 2,606,717	35	\$ 1,854,747	47	\$ 1,060,852	59	\$ 154,524
12	\$ 3,293,702	24	\$ 2,544,091	36	\$ 1,792,075	48	\$ 993,997	60	\$ 77,262

**Table VIII. Monthly Base Charge Indices**

	Portion of Monthly Base Charge Subject to MFE Indexing (\$ US)					Portion of Monthly Base Charge Not Subject to MFE Indexing (\$ US)					Inflation Sensitivity %				
	CY 2011	CY 2012	CY 2013	CY 2014	CY 2015	CY 2011	CY 2012	CY 2013	CY 2014	CY 2015	CY 2011	CY 2012	CY 2013	CY 2014	CY 2015
<b>IT Services</b>															
Monthly Base Charges															
End User Services	\$34,237	\$111,396	\$99,629	\$95,209	\$103,446	\$142,757	\$142,757	\$142,757	\$142,757	\$142,757	87.0%	87.0%	87.0%	87.0%	87.0%
Network Services	n/a	n/a	n/a	n/a	n/a	\$48,917	\$48,917	\$48,917	\$48,917	\$48,917	23.2%	23.2%	23.2%	23.2%	23.2%
Service Desk	n/a	n/a	n/a	n/a	n/a	\$54,831	\$54,831	\$54,831	\$54,831	\$54,831	85.4%	85.4%	85.4%	85.4%	85.4%
E-mail and Messaging Services (UC)	n/a	n/a	n/a	n/a	n/a	\$47,006	\$47,006	\$47,006	\$47,006	\$47,006	80.3%	80.3%	80.3%	80.3%	80.3%
Data Center Hosting	\$51,638	\$3,192	\$14,960	\$19,380	\$27,809	\$395,608	\$395,608	\$401,858	\$401,858	\$401,858	80.3%	80.3%	80.3%	80.3%	80.3%
Project Management	n/a	n/a	n/a	n/a	n/a	\$11,167	\$11,167	\$11,167	\$11,167	\$11,167	100.0%	100.0%	100.0%	100.0%	100.0%
IMAC Coordination	n/a	n/a	n/a	n/a	n/a	\$7,003	\$7,003	\$7,003	\$7,003	\$7,003	90.6%	90.6%	90.6%	90.6%	90.6%
Change Management	n/a	n/a	n/a	n/a	n/a	\$7,368	\$7,368	\$7,368	\$7,368	\$7,368	90.6%	90.6%	90.6%	90.6%	90.6%
Managed Security Services	n/a	n/a	n/a	n/a	n/a	\$22,696	\$22,696	\$22,696	\$22,696	\$22,696	85.4%	85.4%	85.4%	85.4%	85.4%

**Table IX. ARC RRC Indices-2013**

<b>Table IX. ARC RRC Indices-2013</b>					
<b>All quantities are in units of one</b>					
<b>Note: 2013 pricing for those items in Table IX that do not list a charge in the "Device Cost" column do not include any hardware pricing, only services.</b>					
	<b>Portion Subject to MFE Indexing (\$ US)</b>	<b>Portion Not Subject to MFE Indexing (\$ US)</b>	<b>Inflation Sensitivity %</b>	<b>Device Cost</b>	<b>No Monitor Device Cost</b>
<b>End User Services</b>					
Laptop & Desktop - Premium Service					
Laptop - Standard	\$ 24.60	\$ 28.38	87.0%	\$1,180.70	
Laptop - Engineering	\$ 33.06	\$ 28.38	87.0%	\$1,586.80	
Desktop - Standard	\$ 22.29	\$ 28.38	87.0%	\$1,070.14	
Desktop - Engineering	\$ 31.60	\$ 28.38	87.0%	\$1,516.66	\$924.30
<b>TOTAL Laptop &amp; Desktop - Premium Service</b>					\$1,137.26
Laptop & Desktop - Standard Service					
Laptop - Standard	\$ 24.60	\$ 9.30	87.0%	\$1,180.70	
Laptop - Engineering	\$ 33.06	\$ 9.30	87.0%	\$1,586.80	
Desktop - Standard	\$ 22.29	\$ 9.30	87.0%	\$1,070.14	\$924.30
Desktop - Engineering	\$ 31.60	\$ 9.30	87.0%	\$1,516.66	\$1,137.26
Rugged Laptop	Note A	\$ 9.30	87.0%		
Rugged Laptop 2 (fully rugged)	Note A	\$ 9.30	87.0%		
Rugged Laptop 3 (semi-rugged)	\$ 43.04	\$ 9.30	87.0%	\$2,065.76	
Tablet PC	\$ 36.92	\$ 9.30	87.0%	\$1,772.07	
MDC	Note A	\$ 9.30	87.0%	n/a	
<b>TOTAL Laptop &amp; Desktop - Standard Service</b>					
Sm B&W Local Laser					
Sm Color Local Laser	\$ -	\$ 4.37	87.0%		
Sm Color Local Laser	\$ -	\$ 7.50	87.0%		
Md B&W Ntwrk Laser	\$ -	\$ 9.17	87.0%		
Lg B&W Ntwrk Laser	\$ -	\$ 14.60	87.0%		
Sm Color Ntwrk Laser	\$ -	\$ 7.50	87.0%		
Md Color Ntwrk Laser	\$ -	\$ 18.89	87.0%		
Lg Color Ntwrk Laser	\$ -	\$ 24.78	87.0%		
IMAC - Events (160 monthly - reconciled annually)					
		\$ 83.74	90.6%		
<b>Network Services (per device)</b>					
Small Router & Wireless Access Point (WAP)					
Mid-Range Router & Wireless Access Controller (WAC)		\$ 125.32	23.2%		
Enterprise Router		\$ 147.44	23.2%		
Enterprise Router		\$ 168.08	23.2%		
Workgroup Switch		\$ 83.73	23.2%		
Large Switch		\$ 98.51	23.2%		
Enterprise Switch		\$ 112.31	23.2%		
<b>Security Services (per device)</b>					
NIDS/IPS Device Mgmt Service Fee					
Monitoring Fee for Security Class Device		\$ 154.81	85.4%		
Security- VPN Gateway Management Fee		\$ 135.26	85.4%		
HA VPN Gateway Management Fee		\$ 1,146.76	85.4%		
Security - Firewall and Managed Service Fee		\$ 754.70	85.4%		
HA Firewall Management Fee		\$ 1,782.62	85.4%		
Web Application Firewall (WAF) Device Management Fee		\$ 1,425.61	85.4%		
		\$ 1,713.33	85.4%		
<b>Service Desk</b>					
Service Desk - per Incident (1,478 per month - reconciled annually)		\$ 18.00	85.4%		
<b>iPad Services</b>					
Per iPad		\$ 7.12	87.0%		
<b>E-mail and Messaging Services</b>					
Per Mailbox		\$ 11.43	80.3%		
<b>Data Center Hosting</b>					
<b>Databases</b>					
Oracle - per Database		\$ 1,104.44	100.0%		
SQL - per Instance		\$ 1,292.13	100.0%		
<b>Storage (per GB)</b>					
Tier 1 - DMX		\$ 2.08	80.3%		
Tier 2 - Clarion		\$ 0.37	80.3%		
Tier 2 - NAS		\$ 0.29	80.3%		
Tier 3 - ATMOS		\$ 0.11	80.3%		
Storage Network Ports (per port)		\$ 41.19	80.3%		
<b>Servers</b>					
Infrastructure		n/a	n/a		n/a
Unix Tier 1 Data Center	Note A	\$ 1,420.78	80.3%		
Unix Tier 2 Data Center (n/a)	Note A	\$ 975.80	80.3%		
Unix Tier 3 Data Center	Note A	\$ 805.05	80.3%		
Wintel Enterprise Data Center	Note A	\$ 1,783.69	80.3%		
Wintel Tier 1 Data Center	Note A	\$ 1,201.94	80.3%		
Wintel Tier 2 Data Center	\$ 258.54	\$ 819.56	80.3%	\$18,615.00	
Wintel Tier 2a Data Center	\$ 145.18	\$ 819.56	80.3%	\$10,453.00	
Wintel Tier 3 Data Center	\$ 116.00	\$ 751.17	80.3%	\$8,352.00	
Wintel Virtual Tier 1 Server		\$ 730.66	80.3%		n/a
Wintel Virtual Tier 2 Server		\$ 730.66	80.3%		n/a
Wintel Virtual Tier 3 Server		\$ 730.66	80.3%		n/a
<b>Tape Drives</b>					
Enterprise LTO Tape Drives ( Increments of 6144GB of protected data)					Eliminated LTO tape costs until tapeless backup environment is available.

NOTE A: Hardware pricing for non-Dell branded equipment will be priced at the time of order

## Table X. Technology Fund

2011 to 2015					
	2011	2012	2013	2014	2015
<b>End User Services</b>					
Technology Refresh for End User Services	\$ 410,850	\$ 584,752	\$ 1,195,543	\$ 1,142,506	\$ 1,241,353
<b>Data Center Hosting</b>					
Technology Refresh for Data Center Hosting Services	\$ 518,059	\$ 35,375	\$ 139,745	\$ 211,605	\$ 72,958
<b>Backup Tape Drives and Library</b>					
Technology Refresh for Backup Services	\$ 101,596	\$ 2,935	\$ 39,774	\$ 20,950	\$ 260,751
<b>Total</b>					
Total Technology Refresh for all Services	\$ 1,030,505	\$ 623,062	\$ 1,375,061	\$ 1,375,061	\$ 1,575,061

\*\*\*\*\* Estimates exclude carry over

2012 End User Services amount was reduced by \$752,000 per Amendment O.

Table XI. Project Rates

IT Rate Card				
	2011	2012	2013	
Note: These are Hourly Rates in \$US				
<b>Supplier Project FTE Roles</b>				
Client Infrastructure Rep 2	\$106.32	\$108.29	\$110.44	
Client Infrastructure Rep 3	\$89.01	\$90.66	\$92.46	
Client Infrastructure Rep 4	\$76.65	\$78.07	\$79.62	
Client Infrastructure Rep 5	\$64.29	\$65.48	\$66.78	
Project Manager	\$119.31	\$121.52	\$123.94	
Architecture Specialist 1	\$144.63	\$147.31	\$150.24	
Systems Analyst 1	\$122.83	\$125.10	\$127.59	
Systems Analyst 2	\$101.04	\$102.91	\$104.96	
Systems Analyst 3	\$81.23	\$82.73	\$84.38	
Network Design Engineer 1	\$118.87	\$121.07	\$123.48	
Network Design Engineer 2	\$97.08	\$98.88	\$100.85	
Network Design Engineer 3	\$81.23	\$82.73	\$84.38	
Network Design Engineer 4	\$61.42	\$62.56	\$63.80	
O/S Tech Support Manager 1	\$134.72	\$137.21	\$139.94	
O/S Tech Support Manager 2	\$112.93	\$115.02	\$117.31	
<b>Network Installation Rates</b>				
Workgroup Switch Installation	\$362.99	\$369.71	\$377.07	
Large Switch Installation	\$557.25	\$567.56	\$578.85	
Small Router & WAP Installation	\$362.99	\$369.71	\$377.07	
Mid-Range Router WAC Installation	\$1,072.93	\$1,092.78	\$1,114.53	
Enterprise Router Installation	\$1,126.60	\$1,147.44	\$1,170.27	

NOTE 1: All rates in this table are subject to annual ECA adjustments starting January 1, 2012 using 100% inflation sensitivity percentage.

NOTE 2: Installation of Foundry Networks Equipment (and successor), and Enterprise Switches (e.g. Cisco 6500) will require specific project quotes.

NOTE 3: Network Installation Rates includes the effort it takes to unbox, prep, and rack the device in the designated location. These installation rates do not include installing the configuration of the device.

Supplier Project FTE Roles	Supplier Description of FTE types (Skills, Yrs Experience, Education, Accreditations)
Client Infrastructure Rep 2	Responsible for maintaining complex infrastructures involving enterprise, network, and end user computing devices. Installs and optimizes HW/SW/Networking product and configurations at customer sites. Expert troubleshooting and analytic skills for resolving product performance problems. Excels with customer satisfaction by advising customers on preventative maintenance and configurations which may impact product performance. Project Management capabilities for managing complex infrastructure deployments and upgrades. Skilled in facilitating teams to resolve incidents and problems having a critical impact to the client enterprise.

Table XI. Project Rates

Client Infrastructure Rep 3	Responsible for installing, maintaining and repairing multi-vendor systems which include hardware, software and networking products as well as operating systems. Installs and optimizes HW/SW/Networking product and configurations at customer sites. Expert troubleshooting and analytic skills for resolving product performance problems. Excels with customer satisfaction by advising customers on preventative maintenance and configurations which may impact product performance. Project Management capabilities for managing small projects. Skilled in facilitating teams to resolve incidents and problems having a critical impact to the client enterprise.
Client Infrastructure Rep 4	Responsible for installing, maintaining and repairing company and multi-vendor systems which include hardware, software and networking products as well as operating systems. Installs and optimizes HW/SW/Networking product and configurations at customer sites. May diagnose and resolve product performance problems. Ensures customer satisfaction by advising customers on preventative maintenance and configurations which may impact product performance. Takes responsibility for potential or desired follow-up services (Sales/Systems Engineering) or problem escalation. Maintains a functional understanding of company service solutions.
Client Infrastructure Rep 5	Guided responsibilities for installing, maintaining and repairing company and multi-vendor systems which include hardware, software and networking products as well as operating systems. Installs and optimizes HW/SW/Networking product and configurations at customer sites. Ensures customer satisfaction by advising customers on preventative maintenance and configurations which may impact product performance. Takes responsibility for potential or desired follow-up services (Sales/Systems Engineering) or problem escalation. Supports and observes installations being performed by experienced field-engineers. Entry level position.
Project Manager	Provides direction to subordinates based on general policies and management guidance. Work is reviewed upon completion for adequacy in meeting objectives. Interprets and executes policies and procedures that typically affect subordinate organizational units. Recommends modifications to operating policies. Generally accomplishes results through lower level subordinate supervisors or through experienced professional employees who exercise significant latitude and independence in their assignments. Incumbents in this classification are responsible for the successful planning and implementation of assigned contracts where success criteria include meeting cost, schedule, performance and quality requirements for designated client personnel.
Architecture Specialist 1	Responsible for consulting with customers in selling and supporting company and/or multi-vendor products and systems. Provides technical support in sales presentations; product demonstrations, customer training, and delivery of professional services. Understands, develops and delivers solutions to customers' business, technical and educational needs. Incumbents are fully qualified and can handle assignments requiring a wide application of theories, concepts and principles. Additional specialized knowledge in breadth and/or depth.

Table XI. Project Rates

Systems Analyst 1	<p>Analyzes and evaluates major system and integration requirements for complex projects requiring a thorough understanding of all parameters affecting and interfacing with the systems. Reviews user requirements and provides direction in the identification of problem and potential resolution. Provides analytical support in the conceptualization, development and implementation of complex, multiple inter-linked systems. Defines system objectives and prepares system design specifications to meet user requirements and satisfy interface problems. Formulates logical statements of user requirements and develops solutions through application of systems and methods of engineering techniques. Reviews alternate approaches and selects appropriate methodology. Recommends corrections in technical applications and analysis. Evaluates vendor capabilities to provide required products or services. Performs moderately complex systems modeling, simulation and analysis. Applies extensive technical expertise, and has full knowledge of other related disciplines. Develops technical solutions to complex problems requiring the regular use of ingenuity and creativity. Work is performed without appreciable direction. Represents the organization as the technical subject matter expert for projects. Interacts with senior internal and external personnel on significant technical matters often requiring coordination between organizations. Provides technical consultation to other project teams within the assigned program.</p>
Systems Analyst 2	<p>Analyzes and evaluates major system project requirements of considerable complexity requiring a thorough understanding of all parameters affecting and interfacing with the system. Reviews user requirements and provides direction in the identification of problem and potential resolution. Provides analytical support in the conceptualization, development and implementation of complex, multiple inter-linked systems. Defines system objectives and prepares system design specifications to meet user requirements and satisfy interface problems. Formulates logical statements of user requirements and develops solutions through application of systems and methods of engineering techniques. Reviews alternate approaches and selects appropriate methodology. Recommends corrections in technical applications and analysis. Evaluates vendor capabilities to provide required products or services. Performs moderately complex systems</p>
Systems Analyst 3	<p>Analyzes and evaluates user requirements by coordinating with the user to define the problem, data availability, report requirements and system design problems. Defines systems objectives and prepares system design specifications to meet user requirements and satisfy interface problems. Analyzes alternative means of deriving input data to select the most accurate, feasible and economical method. Defines input and output file specifications including file organization. Defines controls, conversion procedures and system implementation plans including user training and orientation. May provide work leadership to lower level employees. Excludes those with full supervisory responsibilities. Complete understanding and wide application of technical principle, theories, and concepts in the field. General knowledge of other related disciplines. Provides technical solutions to a wide range of difficult problems. Solutions are imaginative, thorough, and practical, and consistent with organization objectives. Works under only general direction. Independently</p>

Table XI. Project Rates

<p>Network Design Engineer 2</p>	<p>Analyzes complex local and wide area network systems, including planning, designing, evaluating, selecting operating systems and protocol suites and configuring communication media with concentrators, bridges and other devices. Resolves difficult interoperability problems to obtain operation across all platforms including E-Mail, files transfer, multimedia, teleconferencing and the like. Configures systems to user environments. Supports acquisition of hardware and software as well as subcontractor services. May act as a technical project leader or provide work leadership for lower level employees. Excludes those with full supervisory responsibilities. Applies advanced technical principles, theories, and concepts. Contributes to the development of new principles and concepts. Works on unusually complex technical problems and provides solutions which are highly innovative and ingenious. Works under consultative direction toward predetermined long-range goals and objectives. Assignments are often self-initiated. Determines and pursues courses of action necessary to obtain desired results. Work checked through consultation and agreement with others rather than by formal review of superior. Develops advanced technological ideas and guides their development into a final product. Erroneous decisions or recommendations would typically result in failure to achieve critical organizational objectives and affect the image of the organization's technological capability. Serves as organization spokesperson on advanced projects and/or programs. Acts as advisor to management on advanced technical research studies and applications.</p>
<p>Network Design Engineer 3</p>	<p>Analyzes local and wide area network systems, including planning, designing, evaluating, selecting operating systems and protocol suites and configuring communication media with concentrators, bridges and other devices. . Configures systems to user environments. Supports acquisition of hardware and software as well as subcontractor services. May act as a technical project leader or provide work leadership for lower level employees. Excludes those with full supervisory responsibilities. Applies advanced technical principles, theories, and concepts. Contributes to the development of new principles and concepts. Works under consultative direction toward predetermined long-range goals and objectives. Assignments are often self-initiated. Determines and pursues courses of action necessary to obtain desired results. Work checked through consultation and agreement with others rather than by formal review of superior. Develops advanced technological ideas and guides their development into a final product. Erroneous decisions or recommendations would typically result in failure to achieve critical organizational objectives and affect the image of the organization's technological capability.</p>

Table XI. Project Rates

Network Design Engineer 4	Analyzes local and wide area network systems, including evaluating, selecting operating systems and protocol suites and configuring communication media with concentrators, bridges and other devices. . Configures systems to user environments. Supports acquisition of hardware and software as well as subcontractor services. Applies advanced technical principles, theories, and concepts. Works under consultative direction toward predetermined long-range goals and objectives. Assignments are often self-initiated. Determines and pursues courses of action necessary to obtain desired results. Work checked through consultation and agreement with others rather than by formal review of superior.
OS Tech Support Manager 1	Provides team leadership and creativity in the development and implementation of services engagements. Directs multiple and complex projects or sub-projects, including project financials. Manages and leads large work teams (i.e., more than 45 consultants and managers.). Sets objectives and priorities for the project staff. Assigns and reviews tasks, performance, and staffing requirements. Generates new business opportunities.
OS Tech Support Manager 2	Provides team leadership and creativity in the development and implementation of services engagements. Directs multiple and complex projects or sub-projects, including project financials. Manages and leads work teams Sets objectives and priorities for the project staff. Assigns and reviews tasks, performance, and staffing requirements. Generates new business opportunities.
Network Design Engineer 1	Analyzes complex local and wide area network systems, including planning, designing, evaluating, selecting operating systems and protocol suites and configuring communication media with concentrators, bridges and other devices. Resolves difficult interoperability problems to obtain operation across all platforms including E-Mail, files transfer, multimedia, teleconferencing and the like. Configures systems to user environments. Supports acquisition of hardware and software as well as subcontractor services. May act as a technical project leader or provide work leadership for lower level employees. Excludes those with full supervisory responsibilities. Applies advanced technical principles, theories, and concepts. Contributes to the development of new principles and concepts. Works on unusually complex technical problems and provides solutions which are highly innovative and ingenious. Works under consultative direction toward predetermined long-range goals and objectives. Assignments are often self-initiated. Determines and pursues courses of action necessary to obtain desired results. Work checked through consultation and agreement with others rather than by formal review of superior. Develops advanced technological ideas and guides their development into a final product. Erroneous decisions or recommendations would typically result in failure to achieve critical organizational objectives and affect the image of the organization's technological capability. Serves as organization spokesperson on advanced projects and/or programs. Acts as advisor to management on advanced technical research studies and applications. May provide work leadership for lower level employees. Considered expert in field. Excludes those with full supervisory responsibility

**Table XII. Personnel FRM**

<b>Personnel Schedule</b>											
Description of Personnel Types	Salary, Benefits, Add'l Comp	Travel	Training	Cost of Living Adjustment / Inflation	Increase / Decrease in Staffing	Severance	Retention Payments	Payroll Taxes	Other	In-scope / Pass-through / Retained	Pricing Method
Affected Employees Retained by Client	Client	Client	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Affected Contractors Retained by Client	Client	Client	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Affected 3rd Party Services Contracts Retained by Client	Client	Client	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Affected Employees Transitioned to Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base / Variable
Affected Contractors Transitioned to Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base / Variable
Provider Employees	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base / Variable
Affected 3rd Party Services Contracts assigned to Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base / Variable

N/A = Not Applicable

**Salary Benefits, Add'l Comp** - Represents all related compensation for the personnel type identified.

**Travel** - Represents the expense of travel for each personnel type.

**Training** - Represents all expenses related to training for each personnel type.

**Cost of Living Adjustment / Inflation** - Represents the net increase or decrease in expenses related to cost of living adjustments for each personnel type.

**Increase / Decrease in Staffing** - Represents the expense associated with changes in required staffing levels for each personnel type to deliver the agreed upon services.

**Severance** - Represents all expenses associated with severance and outplacement services for each personnel type.

**Retention Payments** - Represents all expenses associated with retention payments or retention bonuses to incent personnel to continue to work through the transition of services to the Service Provider.

**Payroll Taxes** - Represents all expenses related to payroll taxes for each personnel type.

**Other** - Represents all expenses not clearly defined by the other categories associated with each personnel type.

**In-scope / Pass-through/ Retained** - Represents the section of the base case where the client's associated internal expense is captured.

**Pricing Method** - Represents how the Provider is to recoup the associated expense from the client. **Base / Variable** represents that the expenses will be recouped through the Monthly base charge, and variable ARC/RRC pricing that is included in their pricing response. **Pass-Through** represents that any charges will be treated as a pass-through expense on the Service Provider invoice, with no additional charges included. **N/A** represents that this charge is not to be charged back to the client. **Retained** -Monthly charges the client continues responsibility for payment.

**Table XIII. Hardware FRM**

Hardware Schedule	Asset Acquisition: Capital / Lease Cost										
	Description of Hardware Type	Current Assets	Procurement & Invoice Verification	Refresh	Refresh Cycle	Upgrades / Enhancements	Growth	Sales / Value Added / Excise Tax	Cost of Living Adjustment / Inflation	In-scope / Pass-through / Retained	Pricing Method
<b>Client Assets</b>											
Client Desktops/Laptops	Provider	Provider	Provider	4 yrs	Client	Client	Provider	Provider	Provider	Provider	Base/Variable
Rugged Laptops/Tablets	Provider	Provider	Provider	Note 1	Client	Client	Provider	Provider	Provider	Provider	Base/Variable
Printers	Provider	Provider	Provider	Upon Failure	Client	Client	Provider	Provider	Provider	Provider	Base/Variable
Plotters	Client	Client	Client	N/A	Client	Client	Client	Client	Client	Client	N/A
UPS	Client	Client	Client	N/A	Client	Client	Client	Client	Client	Client	N/A
Data Center Tape Media	Client	Client	Client	N/A	Client	Client	Client	Client	Client	Pass-Through	N/A
PDA's / Cellular Devices	Client	Client	Client	N/A	Client	Client	Client	Client	Client	Client	N/A
Client Solution Specific Infrastructure Servers	Provider	Provider	Provider	6 yrs	Client	Client	Provider	Provider	Provider	Provider	Base/Variable
Client Other Infrastructure Servers	Provider	Provider	Provider	6 yrs	Client	Client	Provider	Provider	Provider	Provider	Base/Variable
Client Storage devices	Provider	Provider	Provider	N/A	Client	Client	Provider	Provider	Provider	Provider	Base/Variable
Client Network devices (including items such as ports, modems, interface equipment and terminals)	Provider	Provider	Client	N/A	Client	Client	Client	Client	Client	Client	N/A
SafeZone Cameras	Client	Client	Client	N/A	Client	Client	Client	Client	Client	Client	N/A
<b>Provider Assets</b>											
Provider Desktops/Laptops/PDA's	Provider	Provider	Provider	N/A	Provider	Provider	Provider	Provider	Provider	Provider	Base/Variable
Provider Infrastructure Servers	Provider	Provider	Provider	N/A	Provider	Provider	Provider	Provider	Provider	Provider	Base/Variable
UCaaS	Provider	Provider	Provider	N/A	Provider	Provider	Provider	Provider	Provider	Provider	Base/Variable

N/A = Not Applicable

**Note 1: Rugged Laptops and Tablet PCs will be refreshed with standard laptops.**

Asset Acquisition: Capital / Lease Cost - Represents the expenses related to procurement of the hardware assets required to deliver the services identified in the SOW.

Current Assets - Represents who will have ownership of each hardware type when the contract begins.

Procurement & Invoice Verification - Represents the expense for procurement activities and invoice verification of assets to be purchased of each hardware type.

Refresh - Represents the responsibility for the expense of replacing each hardware type as the hardware type assets expire or past their useful life.

Refresh Cycle - Represents the agreed upon time frame for refresh to occur for each hardware type.

Upgrades / Enhancements - Represents the expense associated with purchasing upgrades or enhancements for each hardware type.

Growth - Represents all expenses associated with changes in required levels of each hardware type to deliver the agreed upon services.

Sales / Value Added / Excise Tax - Represents all expenses associated with all taxes related to purchasing each hardware type.

Cost of Living Adjustment / Inflation - Represents the net increase or decrease in expenses related to cost of living / inflation adjustments for support of each hardware type.

**Table XIII. Hardware FRM**

Hardware Schedule	Support / Operational Expenses								
	IMAC	Maint.	Shipping, Operations & Support	Removal & Disposal	Business Continuity	Services / Value Added Tax	Cost of Living Adjustment / Inflation	In-scope / Pass-through / Retained	Pricing Method
<b>Client Assets</b>									
Client Desktops/Laptops	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-Scope	Base / Variable
Rugged Laptops/Tablets	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-Scope	Base / Variable
Printers	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-Scope	Base / Variable
Plotters	Client	Client	Client	Client	Client	Client	Client	Retained	N/A
UPS	Provider	Provider	Provider	Client	Client	Client	Client	Retained	N/A
Data Center Tape Media	N/A	N/A	Provider	Provider	N/A	N/A	Client	Retained	N/A
PDA's	Client	Client	Client	Client	Client	Client	Client	Retained	N/A
Client Solution Specific Infrastructure Servers	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-Scope	Base / Variable
Client Solution Specific Infrastructure Servers	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-Scope	Base / Variable
Client Storage devices	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-Scope	Base / Variable
Client Network devices (including items such as ports, modems, interface equipment and terminals)	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-Scope	Base / Variable
SafeZone Cameras	Client	Client	Client	Client	Client	Client	Client	Out of Scope	N/A
<b>Provider Assets</b>									
Provider Desktops/Laptops/PDA's	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base / Variable
Provider Infrastructure Servers	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base / Variable
UCaaS	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base / Variable

N/A = Not Applicable

**Support / Operational Expenses** - Represents the expenses related to operating and maintaining the hardware assets required to deliver the services identified in the SOW.

**IMAC** - Represents expenses associated with Installs, Moves, Adds, and Changes for each hardware type.

**Maint.** - Represents the expense associated with performing maintenance / break fix activities associated with each hardware type.

**Operations & Support** - Represents the expenses associated with Operating and managing each of the hardware types.

**Removal & Disposal** - Represents the expenses associated with the removal and disposal of each hardware type.

**Business Continuity** - Represents the expense associated with establishing and maintaining disaster recovery & business continuity capabilities for each hardware type.

**Services / Value Added Tax** - Represents all expenses associated with services and value added taxes related to support and operations of each hardware type.

**Cost of Living Adjustment / Inflation** - Represents the net increase or decrease in expenses related to cost of living / inflation adjustments for each hardware type.

**In-scope / Pass-through/ Retained** - Represents the section of the base case where the client's associated internal expense is captured.

Table XIV. Software FRM

Software Schedule	Asset Acquisition: License / Maintenance / Lease Cost										
	Description of Software Type	Current Assets	Procurement & Invoice Verification	Refresh	Refresh Cycle	Upgrades / Enhancements	Growth	Sales / Value Added / Excise Tax	Cost of Living Adjustment / Inflation	In-scope / Pass-through / Retained	Pricing Method
End User Computing											
Operating Systems	Client	Client	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Microsoft Enterprise Applications	Client	Client	Client	Client	Client	Client	Client	Client	Client	Client	N/A
UCaaS Services	Provider	Provider	Provider	Provider	Provider	Provider	Client	Provider	Provider	Provider	Base / Variable
Anti-Virus Software	Provider	Provider	Provider	Provider	Provider	Provider	Client	Provider	Provider	Provider	Base / Variable
Applications Other than Microsoft Enterprise Applications	Client	Client	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Servers											
Operating Systems	Client	Client	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Database Maintenance Software	Client	Client	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Managed Security Services	Provider	Provider	Provider	Provider	Provider	Provider	Client	Provider	Provider	Provider	Base / Variable
Network Management	Provider	Provider	Provider	Provider	Provider	Provider	Client	Provider	Provider	Provider	Base / Variable
Utility Software including Anti Virus, and Backup	Provider	Provider	Provider	Provider	Provider	Provider	Client	Provider	Provider	Provider	Base / Variable
Applications	Client	Client	Client	Client	Client	Client	Client	Client	Client	Client	N/A

N/A = Not Applicable

NOTE 1 - Provider Solution Software to be used by Client Employees in receiving Provider service

Asset Acquisition: License / Maintenance / Lease Cost - Represents the expenses related to procurement of the hardware assets required to deliver the services identified in the SOW.

Current Licenses - Represents who will have ownership of each software type when the contract begins.

Procurement & Invoice Verification - Represents the expense for procurement activities and invoice verification for each software type.

Software Maintenance - Represents the expense of ongoing software maintenance costs for continued right to use of each of the software types.

Software Currency - Represents the version of software that must be in place for each software type. "n" is equivalent to the latest approved release of the software in place. "n-x" represents the current version of software - minus "x" number of releases. Stating that the software version must be of at least "n-x" currency.

Release / Upgrades - Represents the expense associated with purchasing upgrades or new releases for each software type.

Growth - Represents all expenses associated with changes in required levels of software licenses of each software type to deliver the agreed upon services.

Sales / Value Added / Excise Tax - Represents all expenses associated with all taxes related to purchasing each licenses and maintenance for each software type.

Cost of Living Adjustment / Inflation - Represents the net increase or decrease in expenses related to cost of living / inflation adjustments for each software type.

In-scope / Pass-through/ Retained - Represents the section of the base case where the client's associated internal expense is captured.

**Table XV. Facilities FRM**

Facilities Schedule	Asset Acquisition: Capital / Lease Cost								
	Current Assets	Procurement & Invoice Verification	Refresh	Upgrades / Enhancements	Growth	Sales / Value Added / Excise Tax	Cost of Living Adjustment / Inflation	In-scope / Pass-through / Retained	Pricing Method
<b>Client Facilities</b>									
Environmental (e.g.,HVAC, PDUs)	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Space upgrades, additions, fitup	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Furniture & Fixtures	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Wiring & Cabling	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Building Deprec / Lease	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Office Equipment	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Building Maintenance / Security	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Property Taxes	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Utilities	Client	Client	Client	Client	Client	Client	Client	Client	N/A
Other Space Charges	Client	Client	Client	Client	Client	Client	Client	Client	N/A
<b>Provider Facilities</b>									
Environmental (e.g.,HVAC, PDUs)	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base/ Variable
Space upgrades, additions, fitup	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base/ Variable
Furniture & Fixtures	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base/ Variable
Wiring & Cabling	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base/ Variable
Building Deprec / Lease	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base/ Variable
Office Equipment Usage	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base/ Variable
Building Maintenance / Security	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base/ Variable
Property Taxes	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base/ Variable
Utilities	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base/ Variable
Other Space Charges	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Base/ Variable
<b>Provider Staff on Client Premises</b>									
Long-distance phone calls	Client	Client	Client	Client	Client	Client	Client	Retained	N/A
Local phone calls	Client	Client	Client	Client	Client	Client	Client	Retained	N/A
Use of office space	Client	Client	Client	Client	Client	Client	Client	Retained	N/A
Consumables (Note 1)	Client	Client	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Use of other office equipment	Client	Client	N/A	N/A	N/A	N/A	N/A	N/A	N/A

N/A: Not Applicable

Note 1: Includes items such as paper, pens, post-its, coffee, etc

**Asset Acquisition: Capital / Lease Cost** - Represents the expenses related to procurement of the hardware assets required to deliver the services identified in the SOW.

**Current Assets** - Represents who will have ownership of each facilities type when the contract begins.

**Procurement & Invoice Verification** - Represents the expense for procurement activities and invoice verification of assets to be purchased of each facilities type.

**Refresh** - Represents the responsibility for the expense of replacing each facilities type as the facilities type assets expire or past their useful life.

**Upgrades / Enhancements** - Represents the expense associated with purchasing upgrades or enhancements for each facilities type.

**Growth** - Represents all expenses associated with changes in required levels of each facilities type to deliver the agreed upon services.

**Sales / Value Added / Excise Tax** - Represents all expenses associated with all taxes related to purchasing each facilities type.

**Cost of Living Adjustment / Inflation** - Represents the net increase or decrease in expenses related to cost of living / inflation adjustments for support of each facilities type.

**In-scope / Pass-through/ Retained** - Represents the section of the base case where the client's associated internal expense is captured.

**Pricing Method** - Represents how the Provider is to recoup the associated expense from the client. "**Base / Variable**" represents that the expenses will be recouped through the Monthly base charge, and variable ARC/RRC pricing that is included in their pricing response. "**N/A**" represents that this charge is not to be charged back to the client. "**Client is reimbursed**" represents that the client has the right to invoice the Supplier or short the Supplier's invoices by this amount in order to recoup these expenses.

Table XV. Facilities FRM

Facilities Schedule	Support / Operational Expenses									
	Description of Facilities Type	IMAC	Maintenance	Operations & Support	Removal & Disposal	Business Continuity	Services / Value Added Tax	Cost of Living Adjustment / Inflation	In-scope / Pass-through / Retained	Pricing Method
<b>Client Facilities</b>										
Environmental (e.g.,HVAC, PDUs)	Client	Client	Client	Client	Client	Client	N/A	Client	Retained	N/A
Space upgrades, additions, fitup	Client	Client	Client	Client	Client	Client	N/A	Client	Retained	N/A
Furniture & Fixtures	Client	Client	Client	Client	Client	Client	N/A	Client	Retained	N/A
Wiring & Cabling	Client	Client	Client	Client	Client	Client	N/A	Client	Retained	N/A
Building Deprec / Lease	Client	Client	Client	Client	Client	Client	N/A	Client	Retained	N/A
Office Equipment	Client	Client	Client	Client	Client	Client	N/A	Client	Retained	N/A
Building Maintenance / Security	Client	Client	Client	Client	Client	Client	N/A	Client	Retained	N/A
Property Taxes	Client	Client	Client	Client	Client	Client	N/A	Client	Retained	N/A
Utilities	Client	Client	Client	Client	Client	Client	N/A	Client	Retained	N/A
Other Space Charges	Client	Client	Client	Client	Client	Client	N/A	Client	Retained	N/A
<b>Provider Facilities</b>										
Environmental (e.g.,HVAC, PDUs)	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base/ Variable
Space upgrades, additions, fitup	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base/ Variable
Furniture & Fixtures	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base/ Variable
Wiring & Cabling	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base/ Variable
Building Deprec / Lease	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base/ Variable
Office Equipment Usage	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base/ Variable
Building Maintenance / Security	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base/ Variable
Property Taxes	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base/ Variable
Utilities	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base/ Variable
Other Space Charges	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base/ Variable
<b>Provider Staff on Client Premises</b>										
Long-distance phone calls	Client	Client	Client	Client	Client	Client	Client	Client	In-scope	Base/ Variable
Local phone calls	Client	Client	Client	Client	Client	Client	Client	Client	In-scope	Base/ Variable
Use of office space	Client	Client	Client	Client	Client	Client	N/A	Client	Retained	N/A
Consumables (1)	N/A	N/A	Provider	Provider	N/A	N/A	Provider	Provider	In-scope	Base/ Variable
Use of other office equipment	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	In-scope	Base/ Variable

**Support / Operational Expenses** - Represents the expenses related to operating and maintaining the hardware assets required to deliver the services identified in the SOW.

**IMAC** - Represents expenses associated with Installs, Moves, Adds, and Changes for each facilities type.

**Maintenance** - Represents the expense associated with performing maintenance / break fix activities associated with each facilities type.

**Operations & Support** - Represents the expenses associated with Operating and managing each of the facilities types.

**Removal & Disposal** - Represents the expenses associated with the removal and disposal of each facilities type.

**Business Continuity** - Represents the expense associated with establishing and maintaining disaster recovery & business continuity capabilities for each facilities type.

**Services / Value Added Tax** - Represents all expenses associated with services and value added taxes related to support and operations of each facilities type.

**Cost of Living Adjustment / Inflation** - Represents the net increase or decrease in expenses related to cost of living / inflation adjustments for each facilities type.

**In-scope / Pass-through/ Retained** - Represents the section of the base case where the client's associated internal expense is captured.

**Pricing Method** - Represents how the Provider is to recoup the associated expense from the client. **Base / Variable** represents that the expenses will be recouped through the Monthly base charge, and variable ARC/RRC pricing that is included in their pricing response. **Pass-Through** represents that any charges will be treated as a pass-through expense on the Service Provider invoice, with no additional charges included. **N/A** represents that this charge is not to be charged back to the client. **Retained** -Monthly charges the client continues responsibility for payment.

**Table XVI. Miscellaneous FRM**

<b>Miscellaneous Expenses</b>		
Description of Pass Through Expenses	Responsible Party	Pricing Method
Shipping	Provider	Base/Variable
Broadband Services	Client	Retained
Telecommunication Charges, unless otherwise specified	Client	Retained
Telecommunication Charges from Client Switch to Service Provider Switch	Client	Retained
Travel for Operational Support	Provider	Base/Variable
Travel for Projects (subject to Client prior approval)	Client	Pass-Through
All other Service Provider travel	Provider	N/A

N/A = Not Applicable

**Shipping** - Relates to shipping costs related to in-scope hardware and software delivered.

**Telecommunications Charges** - Represents all inbound and outbound telephone charges

**Travel for Operational Support** - Client requested travel directly related to the operational delivery and support for services delivered.

**All other Service Provider Travel** - Service Provider travel not qualifying as operational delivery and support.

**Pricing Method** - Represents how the Provider is to recoup the associated expense from the client. **Base / Variable** represents that the expenses will be recouped through the Monthly base charge, and variable ARC/RRC pricing that is included in their pricing response. **Pass-Through** represents that any charges will be treated as a pass-through expense on the Service Provider invoice, with no additional charges included. **N/A** represents that this charge is not to be charged back to the client. **Retained** -Monthly charges the client continues responsibility for payment.

**EXHIBIT 5**  
**GOVERNANCE**

## 1 Objectives

- 1.1** The purpose of this Exhibit is to establish a general governance framework for how the Parties shall coordinate the delivery of the Services and to describe the obligations and responsibilities, at a minimum, of the Executive Steering Committee, the Service Management Committee and the Service Management Centers. The governance framework is intended to allow the Parties to work together to monitor, support and assist the Parties in their achievement of mutually agreed upon objectives.
- 1.2** The objectives of the governance operating model are to allow the Parties to set direction, approve changes to the Services, minimize interruptions in the delivery of Services, and facilitate innovation. The governance operating model is designed to:
- Provide a set of principles, guidelines and processes for the management of the relationship between the Parties and the performance of their respective obligations under the Agreement.
  - Keep the Parties aligned on the realization of the business benefits to each Party that caused it to enter into the Agreement while respecting the economic imperatives of each party.
  - Provide strategic direction with respect to the delivery of Services.
  - Review and approve plans for any proposed changes to the delivery of Services.
  - Monitor Unisys service level performance against objectives.
  - Review the results of customer satisfaction surveys, audits, or benchmarking events.
  - Manage changes under the terms of the Agreement.
  - Resolve escalated disputes and issues.
  - Leverage Unisys expertise and empower it to provide the best services possible.
- 1.3** The guiding principles of the governance operating model are as follows:
- Both Parties shall be responsible for supporting the development and implementation of the governance operating model by providing expertise, best practices, templates, tools and personnel resources and by complying with the obligations as set forth in the Agreement.
  - Maintain alignment of governance processes with City's planning and approval processes.
  - That both Parties staff the governing entities with qualified personnel having appropriate experience and skills.
  - Establish relationships at each governance level between Unisys and City to minimize bureaucracy and unnecessary delays in taking appropriate actions.
  - Implement the governance operating model aligned with the processes as defined in Section 2 of this Exhibit.
  - Nothing in the governance operating model shall alter Unisys obligations and responsibilities as set forth in the Agreement.

## 2 Formal governance processes

The following table identifies the processes that both Parties intend to implement to support a governance operating model:

Operations	Governance					
Service Delivery Management	Service Quality Management	Issue / Problem Management	Change Management	Financial & Contract Management	Compliance Management	Communication Management
Day-to-day Service Operations	Service Provider Performance Management	Escalated Operational Exceptions / Issues Management	Strategic Change Management	Contract Change Management	Regulatory Compliance	Customer Relationship Management
Operation Exception Management	Stakeholder Satisfaction Management	Critical Issues Management	Business Improvement Proposal Management	Invoice Verification and Payments Management	Internal and External Audit	Business Requirements Identification & Liaison
Operation Planning Management	Service Knowledge Management	Escalated Operational Change Management	Transformation / Program Management	Service Cost Allocation Management	Safety and Security	Corporate Communications Management
Operational Performance Reporting	Root Cause Analysis		Demand and consumption management	Financial Benefits Realization Tracking	Data Privacy	Relationship Alignment Review
Continuous Process Improvement				Financial Performance Reporting	Other Policies and Procedures	3rd Party Supplier Communications.
Operational Relationship Management				Price Benchmarking	Business Continuity	
				Asset Management		

Within ninety (90) days of the Effective Date, the Parties shall jointly develop a Governance Process Functional Responsibilities Matrix that details the work flow and responsibilities of the Parties related to the process.

The processes, as detailed in the following section, only pertain to the agreement between City and Unisys.

### 2.1 Service Quality Management

City and Unisys shall establish a Service Quality Management framework within the governance organization that includes the following processes:

- Unisys performance management
- Stakeholder satisfaction management
- Service knowledge management
- Root Cause Analysis

At a minimum, these processes must define how to:

- Maintain industry knowledge and market best practices.
- Ensure timely and accurate performance reporting.
- Perform root cause analysis to identify and eliminate problems at the source.

- Facilitate regular performance reviews with the business units and Unisys to drive continuous improvement in accordance with the terms of the Agreement.
- Provide advice and guidance on security, business continuity and standards best practices.
- Track and confirm consumption of the Services, including as compared to historical trend data and anticipated business activities.

## 2.2 Issue/Problem Management

City and Unisys shall establish an Issue/Problem Management framework within the governance organization for the management of Services and relationship issues/problems that includes the following processes:

- Exceptions and issues management
- Critical issues management

At a minimum, these processes must define how to:

- Facilitate issue management including escalation between City and Unisys.
- Assign criticality level to issues that escalate from operational groups.
- Track, resolve, and log issues that escalate from operational groups.
- Ensure that the proper communication of escalated issues takes place.

## 2.3 Change Management

City and Unisys shall establish a change management framework within the governance organization that includes the following processes:

- Strategic change management
- Proposal management
- Program management
- Demand and consumption management

At a minimum, these processes must define how to:

- Understand and plan for City's future state.
- Realign the relationship as business requirements and conditions impact the business intent.
- Conduct joint planning and strategy sessions.
- Assess impact of proposed changes.

## **2.4 Financial Management**

City and Unisys shall establish a contract and financial management framework within the governance organization that includes the following processes:

- Verification of invoices and payment management
- City internal service cost allocation management
- Financial benefits realization tracking
- Financial performance reporting
- Asset management
- Contract administration

At a minimum, these processes must define how to:

- Monitor financial performance against business base case.
- Ensure all invoices are accurate and in compliance with contracted volumes, rates, and approved documentation.
- Facilitate payment approval process and controls, including verifying and assessing credits and earnbacks.
- Monitor asset management tracking and reporting requirements.
- Identify the information to calculate and process charge-back to business units.
- Maintain industry knowledge of trends and benchmarks to enable marketplace testing of services, service levels, and pricing.
- Appropriately document new initiatives that impact the Agreement.
- Manage potential changes in scope and align expectations and priorities.
- Ensure that all contract changes are adequately documented and appropriately approved.
- Enforce contract provisions relating to scope, Service Levels, and charges.
- Verify that both Parties and have consistent duplicate copies of all contract related documents.

## **2.5 Compliance Management**

City and Unisys shall establish a compliance management framework within the governance organization that includes the following processes:

- Regulatory compliance
- Internal and external audit
- Safety and security
- Data privacy
- Other policies and procedures as agreed to by both Parties
- Business continuity

At a minimum, these processes must define how to:

- Ensure that adequate internal controls are developed, implemented, and maintained to meet audit and regulatory requirements.
- Provide advice and guidance on security, business continuity and internal standards.
- Identify compliance requirements and escalate issues to City quality assurance teams.

## 2.6 Communication Management

City and Unisys shall establish a communication management framework within the governance organization that includes the following processes:

- User/Employee communication management
- Communication management
- Third party supplier communication

At a minimum, these processes must define how to:

- Report and communicate success stories to key stakeholders in an accurate and timely manner.
- Measure stakeholder satisfaction.
- Prepare and deliver bi-directional communications between City and Unisys.
- Communicate expectations and standards with third party vendors.
- Address communications requests from external parties.

## 3 Responsible Executive and Management Team

The relationship between the Parties shall be managed by an individual appointed by each Party who shall have overall responsibility for managing and coordinating the performance of the obligations under the Agreement and who shall act as the primary contact between the management of the respective Parties. Unisys and the City shall each appoint a Responsible Executive to represent their respective organizations. These Responsible Executives will be fully empowered by their respective Parties to act on their behalf in respect of fulfilling the objectives of governance and to manage the relationship on a day to day basis. Each will have overall responsibility for managing and coordinating the performance of their respective obligations described in this Exhibit and will act as the primary contact between the executive management of the respective Parties.

Each Responsible Executive will put in place a governance organization that will contain all the roles required to perform its respective obligations under the Agreement and to fulfill the objectives of governance, and City and Unisys governance/account management organizations will collaborate to exercise the functions of governance as documented in this Exhibit. The Responsible Executives shall together establish appropriate communication, management and interface processes between City governance, City Business Information Services, Unisys, and any third parties.

Within thirty (30) days of the Effective Date, City shall designate the City Responsible Executive.

Unisys Responsible Executive is listed in **Exhibit 2, Appendix M**.

City key governance roles:

- Responsible Executive
- Tower lead(s)
- Contract and compliance management
- Financial management
- Project management office

Unisys key governance roles:

- Responsible Executive
- Service delivery executive(s)
- Contract management
- Financial management
- Project management office

## **4 Organizational Constructs and Roles and Responsibilities**

### **4.1 Organizational Structure of Governing Entities**

(a) Within ninety (90) days after the Effective Date, City and Unisys shall further define the organizations needed to support the governance operating model. City and Unisys shall staff the governing entities as set forth in this Exhibit with qualified, experienced personnel having appropriate experience and skills.

(b) In addition, each Party shall assign a Responsible Executive and shall fully empower that executive with responsibilities to act on its behalf in respect to fulfilling the governance obligations set forth in the Agreement and this Exhibit, subject only to constitutional limitations on such authority imposed by their respective charters, if any, and such legal or regulatory constraints that may apply.

(c) The governing entities of the governing operating model shall include the Executive Steering Committee, the Service Management Committee, and the Service Management Centers. All three governing entities shall develop their own internal structure and processes. A working group with members appointed by both Parties shall document the agreed upon structures in a *Management Procedures Manual*.

(d) The agenda for each meeting of the Executive Steering Committee, the Service Management Committee, and the Service Management Centers shall be set to reflect the discussion items referred to above and any extraordinary items added at the request of either Party. Copies of the agenda for meetings of each relevant organization, along with relevant pre-reading material, shall be distributed at least three Business Days in advance of the relevant meeting by the representative nominated at the previous meeting, and by a Unisys representative in the case of the first such meetings.

(e) Minutes shall be taken for each meeting of the Executive Steering Committee, the Service Management Committee, and the Service Management Centers by a representative to be agreed upon by the applicable organizations. Such minutes shall be approved by the Parties at the next meeting of the relevant organization. Copies of minutes shall be distributed to the Parties and each Party shall be responsible for retaining a copy as a record.

(f) The Executive Steering Committee, the Service Management Committee, and the Service Management Centers shall use good faith and diligence efforts to resolve the issues and objectives placed before them. The Party representatives shall be empowered to make relevant decisions or have ready access to empowered individuals to make such decisions.

### **4.2 Executive Steering Committee**

Within thirty (30) days after the Effective Date, the Executive Steering Committee representatives shall be identified and shall consist of three (3) representatives and the Responsible Executive from City and three (3) representatives and the Responsible Executive from Unisys.

The Executive Steering Committee shall meet quarterly, unless otherwise specified in this Exhibit or as otherwise required, at a time and location to be agreed between the Responsible Executives. The first such meeting of the Executive Steering Committee shall be held within ninety (90) days of the Effective Date. Either Party may call an extraordinary meeting of the Executive Steering Committee by giving five Business Days prior written notice where there are circumstances which the notifying Party reasonably considers exceptional. Any such notice shall specify the reasons and background to the calling of an extraordinary meeting.

A quorum of not fewer than two representatives of each Party is required for a valid meeting of the Executive Steering Committee.

The operational responsibilities of the Executive Steering Committee shall be as follows:

- (a) Provide general oversight;
- (b) Assess whether the relationship levels between City and Unisys are progressing as desired under the Agreement;
- (c) Determine whether the relationship between the Parties under the Agreement is aligned with the expectations of each of the Parties' executive management;
- (d) Realign the relationship as business requirements and conditions impact the business intent;
- (e) Set the strategic direction of the relationship under the Agreement and otherwise.

The escalation and dispute responsibilities of the Executive Steering Committee will be as follows:

- (a) Attempt to resolve any dispute escalated to it from the Service Management Committee and, if agreement cannot be reached, escalate to senior executive leadership of both Parties;
- (b) Evaluate and approve any change escalated to it from the Service Management Committee; and
- (c) Recommend additional items related to the Agreement that need to be added to the agenda of any Executive Steering Committee meeting or any other obligation assigned to it pursuant to the Agreement.

#### **4.3 Service Management Committee**

Within thirty (30) days after the Effective Date, the Service Management Committee representatives shall be identified by the Responsible Executives and shall consist of one representative for each Tower for each Party, with the exception of the "Other" Tower, and the Responsible Executives.

The Service Management Committee shall meet monthly, or as otherwise required, at a time and location to be agreed between the Responsible Executives. The first such meeting of the Service Management Committee shall be held within sixty (60) days after the Effective Date. Either Party may call an extraordinary meeting of the Service Management Committee by giving five (5) business days prior written notice where there are circumstances which the notifying Party reasonably considers exceptional. Any such notice shall specify the reasons and background to the calling of an extraordinary meeting.

A quorum of one representative from at least three of the Towers and the Responsible Executives of each of the Parties is required for a valid meeting of the Service Management Committee.

The operational responsibilities of the Service Management Committee shall be as follows:

- (a) Assess whether the value sought from the relationship with Unisys is being realized, that Unisys performance is being monitored and reported, and that risks related to the relationship are being managed and mitigated;
- (b) Monitor the delivery of Services is in accordance with the terms and conditions of the Agreement, including all Service Levels and all applicable laws;
- (c) Keep City and Unisys executives and senior management responsible for the Services continually apprised of the purpose and scope of the relationship, key contractual terms and milestones, and Unisys performance expectations;
- (d) Define changes to the Services or Agreement and provide complete documentation of the contract changes and the approvals secured;
- (e) Facilitate stakeholders participation in the governance protocols, processes and relationship management activities; and
- (f) Define the performance metrics for Unisys performance in accordance with the Agreement.

The escalation and dispute responsibilities of the Service Management Committee will be as follows:

- (a) Monitor, promptly resolve or escalate as appropriate these issues (including payment disputes) that cannot be resolved within the Service Management Centers; and
- (b) Recommend additional items related to the Agreement that need to be added to the agenda of any Executive Steering Committee meeting or any other obligation assigned to the Service Management Committee pursuant to the Agreement.

#### **4.4 Service Management Centers**

Within thirty (30) days after the Effective Date, the Service Management Centers shall consist of all the City and Unisys employees necessary to perform the activities of the Service Management Centers as defined in this Exhibit. There shall be one Service Management Center per Tower.

Each Service Management Center shall meet weekly, or as otherwise required, at a time and location to be agreed between the representatives of a Service Management Center for each Tower. The first such meeting of a Service Management Center shall be held within two (2) weeks after the Effective Date. Either Party may call an extraordinary meeting of a Service Management Center by giving five (5) Business Days prior written notice where there are circumstances which the notifying Party reasonably considers exceptional. Any such notice shall specify the reasons and background to the calling of an extraordinary meeting.

A quorum of one representative of each of the Parties is required for a valid meeting of a Service Management Center.

The operational responsibilities of a Service Management Center shall be as follows for the specific Tower it represents:

- (a) the day-to-day Service operations;
- (b) facilitate the integration of the Services provided under the Agreement with any retained services;
- (c) report operational performance;
- (d) attempt to resolve any operational issues/problem;
- (e) review on a monthly basis Unisys performance of the Services against the applicable Service Levels;
- (f) review on a monthly basis Unisys performance of any designated projects against the performance metrics;
- (g) define changes to the Services Levels and Service Level Credits each year, if any, in accordance with the procedures set forth in the Agreement;
- (h) define the performance metrics for project deliverable performance in accordance with the procedures set forth in **Exhibit 2**;
- (i) manage approved changes to Services and align expectations and priorities; and escalate unresolved operational issues/problems to the Service Management Committee;

#### **4.5 Innovation**

On a quarterly basis, executive members of Unisys and City organizations shall meet to discuss possible technological innovations, business best practices, or industry trends Unisys believes may be of value to City. Unisys will coordinate possible involvement of subject matter experts. The content, invitees, and logistics of such meetings will be agreed upon by the Responsible Executives sixty (60) days in advance of each meeting.

## **5 RELATIONSHIP OF GOVERNANCE PROCESSES TO GOVERNING ENTITIES**

Each governing entity shall have both operational and escalation and dispute resolution responsibilities for implementing the governance processes, set forth in Section 2 of this Exhibit. Responsibilities for the governance processes have been structured as set forth below to allow for (1) primary decision making; (2) execution of a decision or contribution of subject matter expertise as input to the decision and (3) notification that a decision had been made.

As depicted in the chart below, the Service Management Centers have primary operational and decision making responsibilities for day-to-day operations, service delivery, quality and monitoring of overall performance. The Service Management Committee has primary responsibilities for addressing and managing issues as it relates to service delivery, contract compliance and communication to key stakeholders. The Executive Steering Committee has primary responsibility for changes in scope, pricing, modifications to the Agreement and serve as a point of escalation for resolution of issues and disputes across the governance processes which cannot be resolved by the Service Management Committee.

	Service Delivery Management	Service Quality Management	Issue/Problem Management	Change Management	Financial & Contract Management	Compliance Management	Communication Management	Governance Management
Executive Steering Committee	I	I		P	S	I	S	I
Service Management Committee	S	S	P	S	P	S	P	P
Service Management Centers	P	P	S	S	S	P	S	S

I = Informed

S = Support

P = Primary decision maker

## 6 Decision Rights

A comprehensive decision rights model shall be developed by the Service Management Committee, under the direction of the Responsible Executives within the first sixty (60) days after the Effective Date.

## 7 CHANGE CONTROL

### 7.1 Introduction

This section describes the process and procedures to be followed by City and Unisys when either Party wishes to make changes to the Services. All approved changes having a financial impact on City shall be handled using the forms set forth in **Exhibit 2, Appendix H**.

### 7.2 Change Control Process

The purpose of the Change Control process is to ensure that any changes to the City's IT environment are evaluated, executed, tested, and deployed pursuant to ITIL best practices. The City and Unisys will work jointly to conduct the following:

- Review each request for a change (a "Change Request") to determine whether such Change is appropriate;
- Determine whether a Change Request is within the scope of the Services (i.e., Modified Services) or constitutes an Additional Services;
- Prepare a more detailed proposal to implement a Change Request (such proposal, a "Change Proposal")
- Prioritize all Change Requests and Change Proposals;
- Minimize the risk of exceeding both time and cost estimates, if any, associated with the requested change by identifying, documenting, quantifying, controlling, managing and communicating: (i) Change Requests, (ii) the preparation of Change Proposals, and (iii) their disposition;
- Identify the different roles, responsibilities and actions that shall be assumed and taken by the Parties to define and implement the changes; and
- Document a change whether or not such Change Request results in a financial impact to City.

Each Party shall be responsible for all costs and expenses incurred by its employees, agents and subcontractors with respect to its participation in, and responsibilities and obligations under, the Change Control process, unless expressly agreed otherwise in writing by both Parties.

### **7.3 Change Control Initiation and Approval**

Either Unisys or City may initiate a Change Request by delivering to the other's Responsible Executive or his/her nominated representative a Change Request that describes the change and sets forth the reasons for the change. Unisys shall assign a unique number to any such request and shall register the Change Request in the Change Request log as described in Section 7.4 of this Exhibit. Each Change Proposal that may be prepared for a Change Request shall be tracked by reference to the Change Request to which it relates.

Each Party's respective Responsible Executive or his/her nominated representatives shall be responsible for reviewing and considering any Change Request, and shall approve it for further investigation, if deemed necessary. If the Parties agree that the Change Request requires further investigation, the Responsible Executives shall authorize such investigation, which shall be performed as required by Unisys and/or City. In accordance with Section 7.4 of this Exhibit, the Responsible Executives shall be responsible for keeping up to date the status of each Change Request in the Change Request log as the Change Request moves through the Contract Amending process as necessary.

### **7.4 Change Requests**

For each Change Request that the Parties have approved for further investigation, regardless of which Party has proposed the Change, Unisys shall prepare and submit to City within seven (7) calendar days (or as otherwise mutually agreed), with City's reasonable cooperation and provision of any information reasonably requested by Unisys, a preliminary written report.

#### **7.4.1 Such preliminary report shall contain, to the extent relevant:**

- estimated financial impact and direct or indirect costs to City associated with the change;
- estimates of any applicable increases and decreases in existing Baselines RUs and additional Resources or Resource Units;
- estimates of any applicable benefit to City;
- ramifications and impacts of the change on the Services affected by the Change Request;
- the timeframe for implementing the change (including any timing constraints);
- the preliminary technical or business evaluation of the change, including any changes, additions, or deviations from policies, standards and procedures of Unisys or City that would be required to implement the change;
- the resources (including without limitation human resources, hardware, software and other equipment) required for implementing the change; and
- an initial analysis of the potential risks (if any) to City or Unisys if the change is or is not implemented.

Unisys shall bear the costs of preparing the preliminary report as set forth in this Section 7.4.1, and shall provide such report as part of the Services.

**EXHIBIT 6**

**“SMALL & UNDERUTILIZED BUSINESS PROGRAM (SUPB) REQUIREMENTS” - EVERY AVAILABLE AND REASONABLE EFFORT CRITERIA QUESTIONNAIRE**

- 1. When did you contact the Minneapolis Department of Civil Rights for information on how to contact W/MBEs and how to qualify as a W/MBE? Who did you speak with?**

Unisys originally contacted the Minneapolis Department of Civil Rights for information on woman- and minority-owned enterprise (W/MBE) organizations on July 24, 2002 and spoke department management. Unisys has actively worked to employ W/MBE organizations through out contract term.

- 2. Where did you advertise or post notices concerning subcontracting and employment opportunities for this project? Please attach a copy of the advertisement and/or notice.**

Unisys did not post advertisements for subcontracting work. W/MBE businesses were contacted by telephone and we maintained a booth and presence at annual Minority Business Fairs (Xcel Center). Numerous CERT companies were interviewed seeking a good match for the services Unisys sought on behalf of the City. Impact.com web site consulted, as well.

- 3. Name the women and minority contractor organizations, community organizations, recruitment resources, and business assistance agencies that provided you assistance in identifying and recruiting women and minority employees and W/MBE firms for this project?**

Unisys did not use any special organizations to help contact W/MBE service firms. These firms were contacted in accordance with our response to question 2 (Minority Business Fair (Xcel Center, St. Paul)

- 4. Did you provide written notice to a reasonable number of W/MBE firms, that have the capability to perform the work of the contract, that their interest in the contract is being solicited? X YES \_\_\_ NO. If yes, please attach a copy of the written notice. If NO, why not?**

Yes, Unisys did contact a reasonable number of W/MBE firms. A written notice was not sent to the identified firms. However, contact by telephone, e-mail, or both was made to these firms and was directed to the City's web site for the information needed to respond to the appropriate areas that Unisys identified for subcontractor assistance.

- 5. Provide the follow-up steps you took to the initial solicitations of interest shown by W/MBE firms regarding this project?**

Individual meetings were set up in the Unisys Eagan facility, at the City, and at the Minority Fair with each of the interested organizations to discuss their capabilities and how these could play a role in the Unisys offering.

6. Describe how you selected portions of the work to be performed by W/MBE firms in order to increase the likelihood that the W/MBE goal will be met on the project.

Unisys looked at the complete line of IT services the W/MBE business provided and their applicability to the solution required by the City. Additional factors looked at were experience in similar engagements, financial strength, depth of resources, and competitive pricing.

7. Describe how you provided interested W/MBE firms with timely and adequate information about the plans, specifications and requirements of the contract?

Pertinent information was supplied by e-mail and in person during response planning sessions held in the Unisys Eagan facility and at the Minority Business Fair.

8. Did you assist W/MBE firms in responding to a solicitation?  YES \_\_\_ NO. If so, how did you assist?

Unisys facilitated the W/MBE firms' responses by explaining our understanding of the City's requirements based on conversations with the City as well as highlighting our overall solution and how the firms' services fit into this solution. Initial agreement was made up front on the specific information these firms would need to provide and the format in which it needed to be delivered.

9. Did you negotiate in good faith with interested W/MBE firms?  YES \_\_\_ NO. If not, why not?

Unisys negotiated in good faith with several different firms after initial assessment of their qualifications.

10. Did you reject any W/MBE firms as unqualified without sound reasons(s) following a thorough investigation of their capabilities? \_\_\_ YES  NO. If so, please list those firms and state why you rejected them?

No firms were rejected as unqualified. Selection was made on a comparative basis looking at the factors described in our response to question 6.

11. Briefly describe other actions not listed above that you took to secure participation of W/MBE firms.

Unisys also responded to unsolicited inquiries that came to us as a result of review by intended parties of the City's publicized prime vendor intent to bid list.

**“SMALL & UNDERUTILIZED BUSINESS PROGRAM (SUPB) REQUIREMENTS”**

PROPOSER’S NAME: Unisys Corporation  
 TELEPHONE NUMBER: 651-687-2343  
 CONTACT NAME: Jim Collins  
 PROJECT NAME: BIS Infrastructure Services  
 RFP NUMBER: N/A

1. What percent of the base proposal for this project will be supplied by Women/ Minority and/or Small Businesses? 1%

*Using the matrix below list the name of each women, minority or small business to be utilized on this project, the type of work to be performed and the proposed dollar amount of their contract. Using the categories below, please document the following information:*

Date of Contact	Name of Women Minority or Small Business	Certification (WBE/MBE)	Person Contacted	Reason for Contact	Type of Work or Supplies	Contract/Purchase Amount Result
12/19/07	Bit Solutions	Small Business	Ray Zabilla	Subcontract requirements	Consulting	\$300,000
12/19/07	Resolution, Inc **	Woman Owned Business	Suzette Olive	Subcontract requirements	Disposal Services	\$500,000

\*\* Resolution Inc. is not presently certified, but has been in the past. Unisys will work in good faith to assist the vendor with becoming recertified, and note that the above % assumes recertification is achieved.

2. List the steps the ESP will take to insure that Women, Minority and Small Businesses will be given an opportunity to participate on this project.

Unisys will continue to negotiate in good faith with the above firms based on successful negotiations with the City. Additional contract amounts may be awarded to these or other W/MBE firms depending on additional requirements set forth by the City.

3. During the performance of this project, will the Proposer join with the City to support training programs or other efforts designed to help Women, Minority and Small Businesses?

X  Yes \_\_\_\_\_ No

## EXHIBIT 7

### **AUTHORIZATION TO ACT ON BEHALF OF THE CITY OF MINNEAPOLIS**

#### 1. Licensors/Software Distributors of City

##### A. Scope of Authorization

The City of Minneapolis (“City”) hereby appoints Unisys Corporation (“Unisys”) as its authorized representative for the duration of the term of this Agreement or until withdrawn by City and authorizes Unisys to act on behalf of City with respect to collecting monies from City and disbursing such payments for City’s potential acquisition of various Microsoft software licenses (i.e., Microsoft Enterprise Agreement, Microsoft Visio and Microsoft Project Licenses) as well as other software from such licensors/software distributors of City as the City may designate in writing (collectively the “Products”).

##### B. Unisys Responsibilities

In the event City appoints Unisys to secure such Products, Unisys shall invoice City for the Products in accordance with **Exhibit 4 Appendix A** and shall disburse payments such any licensors/software distributors of City upon receipt of the corresponding (i) invoice from such licensors/software distributors and (ii) applicable payment, if any, from City.

In the event of any disputes regarding payment of the Products, Unisys sole obligation is to provide City and such licensors/software distributors a payment history for the Products, detailing the dates and dollar amounts of (i) payments pertaining to Products that were received by Unisys from City and (ii) the corresponding disbursements by Unisys to such licensors/software distributors.

#### 2. City’s Teleco Providers

##### A. Scope of Authorization

The City of Minneapolis (“Client”) hereby appoints Unisys Corporation (“Unisys”) as its authorized representative for the duration of the term of this Agreement unless withdrawn by City and authorizes Unisys to act on behalf of City with respect to communications between Unisys and any of City’s teleco providers solely as it relates to network problems related to Services.

##### B. City’s Responsibilities

City will forward letters to each of its teleco providers in order to facilitate the above–referenced communications between Unisys and such providers. A sample of this letter is shown on the following page.

It is understood that should arrangements between Unisys and any such third parties referenced above not be sufficient in order to enable Unisys to perform its tasks under this Agreement, then it will be City’s responsibility to resolve the issue with such third parties.

Sample Letter from City to one of its Teleco Providers ("Vendor")

*Name of Vendor*  
*(Vendor)*  
*Address 1*  
*Address 2*  
*City, State      Zip*

Dear *[Name of Vendor:]*

The City of Minneapolis ("City") has an agreement with Unisys Corporation ("Unisys"). Under this agreement, Unisys will provide remote network management services for City and, on City's behalf, Unisys will help to diagnose and resolve network data communication problems. These problems may result in support calls to *[Name of Vendor]* ("Vendor"), subject to the terms and conditions in the contract between Vendor and City. **THIS LETTER DOES NOT AUTHORIZE UNISYS TO MAKE ANY CHANGES TO THE SERVICE CONTRACT BETWEEN CITY AND VENDOR.**

Please accept this letter as City's request and authorization to Vendor to work with Unisys as you would work with City directly for this purpose. For ease of administration, I have initialed and attached to this letter a copy of the Vendor contract. City may change or revoke this authorization by giving Vendor written notice.

Please extend the same excellent cooperation and courtesy to Unisys as you have to City directly. If you have any questions, please contact me at xxx-xxx-xxxx.

Sincerely,

*[Client]*