

BLOOMBERG FINANCE L.P.  
731 Lexington Avenue  
New York, NY 10022

# BLOOMBERG SCHEDULE OF SERVICES

SERVICE PROVIDER ("SP"):	BLOOMBERG FINANCE L.P.	ACCOUNT No:	11117
SERVICE RECIPIENT ("SR"):	COUNTY OF CUYAHOGA	ORDER DATE:	05/23/2013
DEPARTMENT:	TREASURERS	ORDER No:	22360377

  

EQUIPMENT ADDRESS:	BILLING ADDRESS:
COUNTY OF CUYAHOGA	COUNTY OF CUYAHOGA
1219 ONTARIO ST	1219 ONTARIO ST
BASEMENT - COUNTY ADMINISTRATION	COUNTY ADMINISTRATION OFFICE ROOM 13
CLEVELAND OH 44113-1611	CLEVELAND OH 44113-1611
(City) (State/Province) (Postal Code)	(City) (State/Province) (Postal Code)
United States	United States
USER CONTACT:	BILLING CONTACT:
REBECCA RUFFING 216 443 5877	JERRY MURPHY 216 443 7408

SP and SR are parties to a BLOOMBERG AGREEMENT, Number 26757 (the "Agreement") which sets forth the terms and conditions under which SP provides to SR the Services described therein.

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE
1	Terminal w/2-19" Heads w/Stand +PC Account# 11117, SID# 212581, Term Start Date 06/26/2013	2150.00
PO#		Total: \$2150.00

## TERMS AND CONDITIONS

Notwithstanding anything to the contrary contained herein, this Schedule is for renewal purposes from June 26, 2013 to June 25, 2015.

### 1. INSTALLATION OF SERVICE(S); OTHER EQUIPMENT

Pursuant to the Agreement, SR has requested SP to provide the Services at the stated equipment address (as noted above). The Services include one free subscription to Bloomberg Magazine for each user of the BLOOMBERG PROFESSIONAL service.

### 2. TERMS & CHARGES

(a) The initial term of this Schedule is from the first day Services or additional Services are provided to the first anniversary of that date (the "Schedule Term"). This Schedule or any portion of the Services provided under this Schedule may be terminated early during the Schedule Term or any renewal thereof on the same terms and conditions for early termination as set forth in paragraph 2 of the Agreement, and shall automatically terminate upon termination of the Agreement. Upon termination of this Schedule or any portion of the Services provided under this Schedule, SR shall pay any applicable charges set forth in paragraph 3 of the Agreement with respect to such terminated Services, including a termination charge for such terminated Services based on the balance of the Schedule Term. Upon termination of this Schedule or any portion of the Services provided under this Schedule at any time for any reason, SR shall pay any waived installation fees, early termination charges and any other fees imposed on SP by the provider of any Network Access (as defined below). Circuit installation or upgrades do not affect the term of the Agreement. The fee commences the day of actual installation and shall be invoiced quarterly in advance. All amounts displayed on this Schedule are in U.S. dollars. To the extent permitted by law, SP may send and SR agrees to receive invoices via electronic mail. Any fee increase of which SR is notified in accordance with the Agreement or this Schedule will take effect as specified notwithstanding the issuance of a Schedule setting forth the then-current fee.

(b) The Schedule Term shall be automatically renewed for successive one-year periods unless SR or SP elects not to renew by giving not less than 60 days' prior written notice to the other. If this Schedule is so renewed for any additional period beyond

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the initial Schedule Term, the charges payable pursuant to paragraph 3(a) of the Agreement for such renewal period shall be calculated at the prevailing rates then offered by SP, and this Schedule shall be considered to be amended accordingly.

- (c) All installations, upgrades, removals, relocations, conversions, equipment modifications and other changes related to the Services will automatically be charged at SP's prevailing rates, and SR will be invoiced accordingly.
- (d) As part of the Services, SR may request the provision of (i) Network Access and/or (ii) routers. "Network Access" shall mean connectivity to the Bloomberg network, including without limitation communications circuits and facilities and any applicable installations or upgrades thereof. If Network Access and/or routers are provided to SR, the charges for such Network Access and/or routers are not guaranteed for the Schedule Term. Increases and/or discounts to such charges may be made on 90 days' advance written notice, and customer relocations may result in immediate price adjustments for such Network Access and/or routers. SR may terminate circuits or routers upon 90 days advance written notice, provided that, for circuits, SR has maintained the circuit for at least twelve (12) months after the installation of the circuit and has installed a replacement approved by SP. SR may use Network Access and/or routers only in connection with use of the Services described in the Agreement. SR may relocate routers upon 90 days' advance written notice to SP to a location approved by SP in advance. SP or any person designated by SP has authorization to disconnect SR's old circuits and facilities. Any extraneous wiring charges are not covered by SP.
- (e) The Total does not include monthly fees for real-time exchange and third-party information services or applicable taxes. All applicable taxes, including without limitation sales tax, VAT, GST and similar taxes, shall be in addition to the charges for the Services, and shall be the responsibility of SR. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing the Agreement.

### 3. BLOOMBERG ANYWHERE

- (a) "Bloomberg Anywhere" shall mean a subscription to the Services that may be used by only one individual. If SR accesses the Services through Bloomberg Anywhere by use of SP software (each, an "Access Point"), SR shall notify SP of the locations of the computers or workstations via which a Permitted User (as defined below) of Bloomberg Anywhere may access the Services upon the installation of any such software and upon SP's request from time to time. Each Access Point of a particular Permitted User will be permissioned to receive the same functionalities available to every other Access Point of such Permitted User, unless SP shall otherwise specify or determine from time to time. From time to time in SP's sole discretion, SP may permit Permitted Users to access the Services through Bloomberg Anywhere via additional software-based Access Points or via the internet.
- (b) Each individual with access to the Services through Bloomberg Anywhere (each, a "Permitted User") shall gain access to the Services only through (i) a standard unique Permitted User login and password and (ii) a SP secure identification device, as required and provided by SP. All such secure identification devices shall be included in the term "Equipment." SR shall not permit Bloomberg Anywhere to be shared, switched or replicated between two or more persons or to be used to access the Services simultaneously from two or more devices, computers, workstations or locations. All Access Points provided in connection with Bloomberg Anywhere may be accessed only by a Permitted User and access may not be shared with any person who is not a Permitted User or used in any manner inconsistent with the Agreement or this Schedule. SP reserves the right periodically to audit and monitor (whether physically or electronically) Bloomberg Anywhere to ensure compliance with the Agreement and this Schedule.

### 4. BLOOMBERG FLAT PANEL

If this Schedule provides, or may from time to time provide, for one or more Flat Panel screens, SR agrees not to separate, unbolt, move, modify, interface, duplicate, redistribute or otherwise disconnect any one, both or four of the Flat Panel screens, or use any one, both or four of the Flat Panel screens in a manner inconsistent with the terms of the Agreement, without SP's prior written consent. Unauthorized access or use is unlawful and SP shall have all recourse and rights as set forth in the Agreement. The access term for the Flat Panel shall be the same as that of the specific BLOOMBERG PROFESSIONAL service subscription or Access Point to which it is attached. SR's fee applicable to the Flat Panel screens shall commence on the date following actual installation.

### 5. SHARED NETWORK; MULTIPLE SERVICES

If this Schedule provides, or may from time to time provide, for a fee for Services calculated on the basis of a shared local network at the same physical location or multiple Services, then at such time as the network is no longer shared, or multiple Services are no longer accessed, the fee for Services shall be increased to the prevailing rate for Services provided on an unshared or single Service basis.

### 6. RECEIPT OF THE SERVICES VIA SR'S AUTHORIZED EQUIPMENT (IF APPLICABLE)

- (a) The Services shall be made available to SR by means of the authorized equipment set forth on the face of this Schedule or the Authorized Computers as set forth in the Datafeed Addendum (the "Authorized Equipment"). SR agrees that it will access the Services only through such Authorized Equipment. In no event will SR recirculate, redistribute, access, receive or otherwise retransmit or re-route the Services to or through any other equipment or display or permit the use of any information included in the Services on any other equipment or display.
- (b) SP and its Affiliated Companies (as defined below) shall have the right at any time, or from time to time, to change the technical specifications of any aspect of the Services and, in such event, SR shall take all reasonable steps, at its expense, to modify, reconfigure, upgrade or replace the Authorized Equipment in order to maintain compatibility, functionality, quality,



speed and convenience of the Services. The term "Affiliated Companies" shall mean those companies controlling, controlled by or under common control with SP.

- (c) SP and its Affiliated Companies shall have no responsibility for installing, labeling, testing, maintaining, relocating or removing the Authorized Equipment or for training or providing support documentation to SR's employees in the use of the Authorized Equipment. All cabling, connections and any interface (including hardware, software, network or otherwise) between Authorized Equipment and SP's Equipment are the responsibility of SR. NOTWITHSTANDING THE ABOVE, SP SHALL HAVE ALL RIGHTS WITH RESPECT TO THE AUTHORIZED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ACCESS, AND SR SHALL HAVE ALL OBLIGATIONS AND RESPONSIBILITIES WITH RESPECT THERETO, AS ARE STATED IN THE AGREEMENT WITH RESPECT TO EQUIPMENT GENERALLY. In addition, SP shall have the right to participate in the provision of training and the preparation of support documentation relating to the use of the Services by means of the Authorized Equipment, although SP shall have no obligation in this regard.
- (d) SR shall not move, modify, interface, copy, broadcast, reproduce, port or otherwise use or route the Services or any portion thereof with or to any other equipment, network or software that SP, in its sole good faith judgment, determines is interacting or interfering or may interact or interfere with the performance of the Services or any portion thereof and, from time to time, upon SP's request therefor, SR shall promptly notify SP in writing of any and all such equipment, network and software. SR may use the Services solely for its internal business purposes and may not use the Services for any development purposes or to develop any applications, software or otherwise that could in any way interact or interfere with the performance of the Services or any portion thereof, except as SP may expressly permit under a separate development license with SR.
- (e) In addition to those limitations on liability contained in the Agreement, to the maximum extent permitted by law, SP and its Affiliated Companies and its and their officers, employees, suppliers and third-party agents, shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of SP, its Affiliated Companies, its or their employees, sub-contractors, agents, equipment vendors or otherwise, arising in connection with the use, installation or provision of the Services by means of the Authorized Equipment and shall not be liable for any lost profits, punitive, incidental or consequential damages or any claim against SR by any other party with respect thereto. SR agrees that SP and its Affiliated Companies are not responsible for any fault, inaccuracy, omission, delay or any other failure in the Services caused by SR's hardware, software, cabling, network services or arising from SR's use of the Services on such equipment.

#### 7. THE BLOOMBERG TRAVELER AND ACCESS POINTS (IF APPLICABLE)

- (a) THE BLOOMBERG TRAVELER: (i) must be associated with a specific BLOOMBERG PROFESSIONAL service subscription accessed by SR; (ii) will not be used in a manner that would result in a reduction of SR's existing or potential subscriptions to SP's and its Affiliated Companies' Services; (iii) will disenable the associated Service for a certain period of time; and (iv) may be terminated upon 30 days' prior written notice to SP.
- (b) SP may remove or require SR to remove one or more Access Points for any Bloomberg Anywhere subscription that is terminated for any reason.
- (c) SR will incur a connection fee for any relocation of SP-provided software or Services. SR-provided hardware and software must meet all technical specifications provided by SP from time to time. SR accepts responsibility for properly loading, maintaining and upgrading THE BLOOMBERG TRAVELER software and Access Point software on SR-provided hardware, in accordance with SP's instructions and procedures. All software is furnished under the Agreement and this Schedule and may be used only in accordance with the Agreement and this Schedule. Except as provided in the Agreement, the software may not be: (i) copied, broadcasted, reproduced, ported or otherwise routed to or used in any fashion on any non-authorized computer or display or in any other application; (ii) recompiled, decompiled, disassembled, reverse engineered, made into or distributed in any form of derivative work; (iii) modified, adapted, translated, accessed, loaned, resold, distributed or, except as provided in the Agreement, networked in whole or in part; or (iv) used with any other terminal, network or device except as permitted by the Agreement. SP AND ITS AFFILIATED COMPANIES MAKE NO WARRANTY OF ANY KIND WITH REGARD TO INTERNET ACCESS, THE HARDWARE AND THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SP and its Affiliated Companies shall not be liable for errors contained in the software or related to internet access or for indirect, incidental, consequential or special damages in connection with the furnishing, performance or use of the software or internet access.

#### 8. DISCLAIMERS REGARDING NETWORK ACCESS / ROUTERS

SP shall attempt to resolve any inquiries of SR regarding Network Access and/or routers used in accessing SP's Services. Notwithstanding any provision in the Agreement or this Schedule, SP and its Affiliated Companies are not responsible or liable for the availability or reliability of any Network Access and/or router which SP or its Affiliated Companies secure from a third party or for any act or omission of such third party furnishing such Network Access and/or router. SP AND ITS AFFILIATED COMPANIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH NETWORK ACCESS OR ROUTERS AND DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF SUCH NETWORK ACCESS OR ROUTERS.

#### 9. MISCELLANEOUS

- (a) The terms and provisions of Sections 3, 6(d) and 7 of this Schedule shall apply to the Services provided hereunder and under any other Schedule relating to the Agreement executed before the date of this Schedule.

- (b) SR acknowledges and agrees that SP may delegate certain of its responsibilities, obligations and duties under or in connection with this Schedule, the Agreement and any other schedule or addendum related to the Agreement to a third party or an Affiliated Company of SP, which may discharge those responsibilities, obligations and duties on behalf of SP.
- (c) For inquiries, SR should contact Bloomberg L.P., operating agent of SP, at 731 Lexington Avenue, New York, NY 10022, Telephone: (212) 318-2000, Facsimile: (917) 369-5540, or any successor operating agent or other party as specified by SP from time to time.
- (d) This Schedule, and any amendments, modifications, waivers or notifications relating thereto may be executed and delivered by facsimile, electronic mail or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such facsimile, electronic mail transmission or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. SR agrees that it has the ability to store the information delivered to SR electronically such that it remains accessible to SR in an unchanged form.

Agreed to by:  
**COUNTY OF CUYAHOGA**  
Company Name

Agreed to by:  
**BLOOMBERG FINANCE L.P.**  
By: **BLOOMBERG (GP) FINANCE LLC,**  
General Partner

Edward FitzGerald, County Executive

Signature (Only authorized signatory, officer, partner or proprietor)

Name (Please type or print)  
2013-11-21 15:16:50

Signature of Authorized Signatory

Title (Please type or print)

Date

Date

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