

**UNISYS****Supplemental Schedule Order**

Agreement Number

09030056

Client

CUYAHOGA COUNTY TREASURER

Description of Products/Services

Additional IMS Services

This Order consists of the Products and/or services described on the forms listed and checked below:

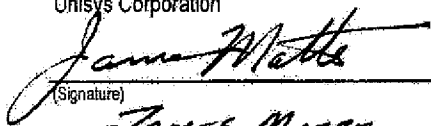
Check if applicable	Number of pages	Total dollars	Form number	Description
<input type="checkbox"/>			4305 4931-003	Equipment Sale Schedule
<input type="checkbox"/>			4305 4933-004	Software Licenses Schedule
<input type="checkbox"/>			4305 4934-001	Information Services Schedule
<input checked="" type="checkbox"/>	3		4305 4940-000	Support Services Addendum
<input checked="" type="checkbox"/>	1	2798.04	4305 4942-000	Support Services Schedule
<input type="checkbox"/>			4305 4944-000	Support Services Schedule for Desktop Equipment
<input type="checkbox"/>			4305 4935-001	Systems Integration Addendum
<input type="checkbox"/>			4305 4936-002	State and Local Government Addendum
<input type="checkbox"/>				
<input type="checkbox"/>				
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<input type="checkbox"/>				

This Supplemental Schedule Order ("Order") is placed under the Agreement identified by the Agreement Number listed above. Unisys may accept or decline this Order. The terms and conditions of the Agreement will govern this Order. If there is no Agreement Number listed above when Client signs this Order, the Order will be governed by the Agreement that is identified below and attached to this Order, and Unisys will assign an Agreement Number upon its acceptance of the Order.

Agreement title and form number (complete only if there is no Agreement Number in the block above)

**Agreed and Accepted**

Unisys Corporation

  
(Signature) 9/6/11  
(Date)  
**JAMES MATTE**  
(Printed/Typed name)  
**CONTRACTS MANAGER**  
(Title)

Edward FitzGerald, County Executive

Client:

2012-06-28 11:18:41

(Signature)

(Date)

(Printed/Typed name)

(Title)



## Support Services Schedule

Agreement Number

09030056

Equipment Location 504805-0003

CUYAHOGA COUNTY TREASURER  
ATTN: ROBIN THOMAS  
ROBIN THOMAS  
1219 ONTARIO ST STE 135  
CLEVELAND, OH, 44113

Bill To Location 504805-0003

CUYAHOGA COUNTY TREASURER  
ATTN: ROBIN THOMAS  
ROBIN THOMAS  
1219 ONTARIO ST STE 135  
CLEVELAND, OH, 44113

Service Level

- (1) Mail-In
- (2) Advanced Exchange
- (3) Standard NBD
- (4) Standard 4HR
- (5) Business Critical 4HR
- (6) Business Critical 2HR

Administrator

Telephone number

Administrator

Telephone number

Initial Term

☐ 1 Year ☐ 2 Years ☒ 3 Years ☐ Other:

Annual rate increase cap  
(3-year initial term or longer)

5%

Billing period

☐ Annual ☒ Other: Monthly

Support Services  
Commencement Date

01/01/2012

## List of Products Applicable to this Agreement

Service Level	Style	Description (Include vendor name and model if non Unisys product)	Quantity	Monthly Service Warranty Upgrade			Monthly Support Services	
				Period	Unit charge	Total charge	Unit charge	Total charge
4	ALP61-RDL # HU1D70935N	RMK LTO2 HH DRIVE KIT, L	1				32.10	32.10
4	ALP61-RMK	LVD2 HH, 2 DRIVE RM KIT	1				9.96	9.96
4	ESL3220401-266 # HNMSWD1	SVR:ESL3220 2.66GHZ 2X4	1				34.44	34.44
4	ESL3220401-266 # 4BNSWD1	SVR:ESL3220 2.66GHZ 2X4	1				34.44	34.44
4	ESL3220401-266 # 45WVWD1	SVR:ESL3220 2.66GHZ 2X4	1				34.44	34.44
4	ESL3220401-266 # 25NSWD1	SVR:ESL3220 2.66GHZ 2X4	1				34.44	34.44
4	ES3220401-266 # J69WWD1	SVR:ES3220 2.66GHZ 2X4 C	1				38.58	38.58
4	VR1-CUS	DOC SW:CUSTOMIZERS	1				153.92	153.92
4	VR1-SV5	DOC SW:SERVER APPLICAT.	1				512.70	512.70
4	VR1-TR2	DOC SW:TRANSPORT APP 250	2				503.41	1006.82
4	VR1-WSF	DOC SW:WORKSTATION APPL	5				141.49	707.45
4	SWC41-SXR	CTRL:SWITCH UNIT 4 PORT	1				50.73	50.73
4	SWC81-SXR	ADPTR:8 PORT SWITCH UNIT	1				83.76	83.76
4	UPD30001-SXR	POWER:3000VA 2400WATT 3U	1				64.26	64.26

## Charges

If Client is ordering Support Services for equipment which has a Monthly Service Warranty Upgrade Period ("Period"), the following applies. This Period is the number of months, if any, indicated for each item of equipment commencing on the item's Installation Date. During any portion of this Period in which the ordered Support Services are in effect for the equipment, the then-applicable Monthly Service Warranty Upgrade charge will apply instead of the Monthly Support Services charge.

Page subtotal - Upgrade charges	Page subtotal - Monthly charges
\$ 0.00	\$ 2798.04
Total upgrade charges	Total monthly charges
\$ 0.00	\$ 2798.04
Other	Other
\$	\$
Upgrade Grand Total	Grand Total
\$	\$

This Addendum amends the agreement referenced above by the Agreement Number (the "Agreement"), and applies to: (a) all orders for Support Services accepted with this Addendum or subsequently accepted under the Agreement, and (b) existing orders for Support Services under the Agreement upon expiration of the then-current term. Only definitions, descriptions and levels of this Addendum will apply to these Services. The terms of this Addendum will control over any contradictions with terms of the Agreement. Except as defined in this Addendum, all capitalized terms shall have the meaning used in the Agreement.

### Section A. Definitions and General Terms and Conditions

**Principal Period of Maintenance ("PPM")** means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday excluding Unisys designated holidays.

**7 X 24** means seven (7) days per week, twenty-four (24) hours per day including Unisys designated holidays.

**Next Business Day (NBD) Service** means Unisys will make every reasonable effort to respond to Client's request for on-site Support Services received during a PPM no later than the close of business of the next PPM.

**4 Hour Response (4HR)** means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to Client's requests for on-site Support Services within four (4) hours. Response is measured, during the Client's contracted hours of coverage, from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

**2 Hour Response (2HR)** means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to the Client's request for on-site Support Services within two (2) hours. Response is measured from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

**Off Hours** means all contracted hours of Support Services other than the PPM.

**Primary Service City** means an area that includes a 50-mile (80-kilometer in Canada) radius from the center of a Unisys designated Primary Service City. If Unisys moves its Primary Service City or Client relocates its site so that Client's site is no longer within a 50-mile (80-kilometer in Canada) radius from the center of a Unisys Primary Service City, Unisys reserves the right to adjust 2HR and 4HR or to change the contracted Service Level.

**Failed Unit** means a unit of equipment enrolled under Support Services, which is identified by Client as not in working order and deemed eligible by Unisys for exchange.

**Client Replaceable Unit (CRU)** means a component or other non-critical plug-in assembly delivered to the Client on the next business day for Client's personnel to affix the repair/replacement.

**Exchange Unit** means new, repaired, or previously used equipment in working order that Unisys conveys to Client as a replacement for a Failed Unit. The Failed Unit will become the property of Unisys upon Client's receipt of the Exchange Unit or, if later, upon receipt of the Failed Unit by Unisys. Client warrants that title to the Failed Unit and Unisys warrants that title to the Exchange Unit will be free and clear of all claims, liens, and encumbrances including security interests.

**Service Levels** mean various groupings of the Services Elements described in Section B.

**Installation Date** means the date Unisys completes installation (as determined by Unisys) or, if equipment or software is to be installed by the Client, the tenth day following shipment.

**Invoicing Options** means various billing intervals for services provided to Client. Unisys will bill Client for Support Services in advance on an annual basis. For Clients who have an invoice total of monthly charges greater than \$1,000 the Client may select as an option, quarterly billing. For Clients who have an invoice total of monthly charges greater than \$2,500, the Client may select, as an option, quarterly or monthly billing. Unisys will bill Clients using its standard invoicing formats. Custom invoicing options and formats and payment periods may be available from Unisys for an additional charge.

**Initial Term of Services** means that unless specified otherwise on the Schedule or in the Agreement, the Initial Term for Support Services will be twelve (12) months and will start on the later of the Installation Date of the applicable Products or the date Unisys accepts an order for Support Services ("Commencement Date of Service"). Except as specified in Section C of this Addendum, Products subsequently added to a system already enrolled under Support Services must be enrolled at the same Service Level as the system to which it is attached. Unless otherwise specified on the Schedule, the Initial Term of Support Services for Products subsequently enrolled under Support Services will end with the applicable term of Support Services for those previously enrolled Products and, for purposes of changes to Support Services charges, will be deemed to have the same anniversary of the Commencement Date of Services as those previously enrolled Products. Following the Initial Term, Support Services will continue on an annual renewal basis at Unisys then-current list prices until terminated or canceled according to the terms of the Agreement. Unisys may increase Support Services charges on each anniversary of the Commencement Date of Service upon ninety (90) days prior written notice to Client.

Unisys may charge Client time and material rates for service on Products that are not identified by the manufacturer's style and model number on the Schedule or for service on enrolled Products that are outside the scope of the contracted services. Unisys may modify Service Elements, Service Plans or discontinue Support Services for Products upon at least ninety (90) days prior notice via written notification or posting by Unisys at its support website: [www.service.unisys.com](http://www.service.unisys.com). If Client does not want to continue receiving the Support Services under such changed terms, Client may end contracted Support Services by giving Unisys written notice no later than thirty (30) days prior to the end of this ninety (90) day period and Unisys will refund any unearned payments for the Support Services.

### Section B. Description of Service Elements

**Equipment On-Call Remedial Maintenance** includes on-site repair or Exchange Unit service of equipment, at Unisys option, if a problem remains unresolved after Client has utilized Support Center Services as prescribed. Replacements for certain failed components such as keyboards, mice, and other non-critical plug-in assemblies designated by Unisys as Client Replaceable may, at Unisys option, be shipped directly to Client for Client installation. Should Client elect to have the Unisys Customer Infrastructure Representative visit the site to install such components, additional charges may apply.

**Mail-In Service** allows Client, at its expense and risk, to ship a Failed Unit to the Unisys designated location. Within seven (7) business days of receipt, Unisys will, at its option, either repair the Failed Unit or give Client an Exchange Unit.

**Advance Exchange Service** allows Client to notify Unisys of a Failed Unit enrolled in Support Services. Upon notification, Unisys will ship an Exchange Unit to the Client using a next day delivery service. Client will install the Exchange Unit and shall ship the Failed Unit to Unisys within fourteen (14) days after Client's receipt of the Exchange Unit. Client agrees

to pay Unisys an additional fee, as determined by Unisys, if Client fails to return Failed Unit within fourteen (14) days of Client's receipt of Exchange Unit. Advance Exchange Service is limited to selected equipment.

**Equipment Maintenance Parts** are parts required for Product repairs made by Unisys personnel. NBD, 2HR and 4HR do not apply to Parts availability.

**Essential Engineering Changes** are changes released by Unisys for safety purposes or changes Unisys determines are essential to the performance of equipment. Changes will be installed at a mutually acceptable time during the applicable hours of contracted coverage. For non Unisys equipment, Unisys will install Essential Engineering Changes (a) based upon the availability of required materials at no cost to Unisys, and (b) at current hourly labor charges.

**Electronic Call Home Support** allows Unisys Support Centers to receive system data via the Internet from Client and perform remote failure analysis. Client will supply the equipment, software, and communication facilities to use the Electronic Call Home Support capabilities of the Product as outlined in the Unisys product support plan. If Client does not permit Unisys to use Electronic Call Home Support as defined in the Product's support plan, Client agrees to pay additional charges for Support Services as determined by Unisys. Electronic Call Home Support is limited to selected products.

**Equipment Preventive Maintenance**, including the installation of engineering changes deemed appropriate by Unisys, will be performed at Client's location according to the manufacturer's recommendations at a mutually acceptable time during the applicable hours of contracted coverage.

**Support Center Service** provides assistance by electronic or voice communication during the PPM on operating the Products, identifying Product errors or malfunctions and advising on known detours, reporting software problems via a User Communication Form (UCF), and determining the need for on-call remedial service. Support Center Services during Off Hours consist of expediting response to network down and system emergencies.

#### Services Not Included in Support Services

Support Services do not include: (a) repair of failures due to manufacturer's design or other defects; (b) repair of failures due to abuse, accidents, neglect, or improper use, including damage to LCD screens or other Laptop Computer components; (c) repair of failures due to external factors (including failure or fluctuation of electrical power or air conditioning, fire, or flood); (d) repair of failures due to excessive use, wear, and tear, which is in excess of manufacturer's recommended duty cycle; (e) refurbishment including restorations due to obsolescence (when parts for Equipment are not readily available on commercially reasonable terms) or end of life cycle

failures including phosphorus "burn in" or "low intensity" characteristics of monitors; (f) repair of machines not identified as Equipment; (g) the loading of software, software configurations or any data files; and (h) the backup of any data files.

If Unisys determines Equipment requires refurbishment rather than repair, Unisys will notify Client and remove the Equipment from Support Services.

Client may ask Unisys to do the refurbishment on an hourly billable service basis and Unisys may provide refurbishment of Equipment subject to the availability of parts, manufacturer's support, and trained personnel.

**User Communication Service** provides for reporting of suspected Product errors or malfunctions or suggested new feature changes. Unisys will make reasonable efforts to provide detours or corrections for Unisys Products or non Unisys Products if available to Unisys at no additional charge from the vendor. Client will install all error corrections. User Communication Service and UCF submissions are available only for Products for which Unisys is then currently providing development center support (also called engineering support).

**Software Maintenance Release Service** provides error corrections and maintenance releases that Unisys develops or provides for currently supported Software level(s). Unisys licenses these releases only for use on the designated computer system(s) under the applicable license agreement. Client will install all applicable error corrections and maintenance releases. Certain software products may require Unisys Subscription Service in order to receive Software Maintenance Release Service.

**Electronic Support Service** provides Client with access to an Internet web site to place Product service requests, to obtain information on known errors and corrections, and to receive information on Unisys products and services.

**Software On-Call Support** provides software support at the Client's site if Unisys determines that a Software Product problem remains unresolved and on-site assistance is required, after Client has used Support Center Services as prescribed. Desktop and selected non Unisys software Products are not eligible for Software On-Call Support.

**Systems Operations Review** provides an annual meeting, at a time mutually agreed to between Unisys and Client, to conduct a computer systems operation review. Client is responsible for scheduling the meeting. This service applies to systems designated by Unisys as enterprise servers or mainframes.

**Support Center Response Commitment** (available only during the PPM) provides electronic or voice response by Unisys to Client's declared emergencies no later than one (1) hour after receipt of Client's request for service at the Support Center designated by Unisys.

### Section C. Service Level Descriptions

The following describes the six Service Levels and the Service Elements included in each of the Service Levels. **Not all Service Elements and Service Levels are available for all Products. Refer to Descriptions of Service Elements for additional details.** Individual Service Elements contained in a higher Service Level than contracted are provided at Client request, as available, at then-current Unisys conditions and charges. All hardware and software Products within a system configuration must be enrolled under the same Service Level except for desktop and network products and application software. All Client Replaceable Units are shipped to the Client to arrive the next business day regardless of the service level subscribed.

Service Elements	Service Levels – Hardware Support Services					
	1 Mail-In	2 Advanced Exchange	3 Standard PPM	4 Standard PPM	5 Business Critical 7X24	6 Business Critical 7X24
Equipment On-Call Remedial Maintenance Service			NBD*	4HR	4HR	2HR
Mail-In Service	X					
Advance Exchange Service		X				
Equipment Maintenance Parts	X	X	X	X	X	X
Essential Engineering Changes	X	X	X	X	X	X
Electronic Call Home Support			X	X	X	X
Equipment Preventive Maintenance			X	X	X	X

\*Note: CRU maintenance plans are required.

Service Elements	Service Levels – Software Support Services					
	1	2	3	4	5	6
Support Center Service	X	X	X	X	X	X
User Communication Service	X	X	X	X	X	X
Software Maintenance Release Service	X	X	X	X	X	X
Electronic Support Service	X	X	X	X	X	X
Software On-Call Support (7/24)					X	X
Systems Operations Review					X	X
Support Center Response Commitment						X

## Section D. Desktop Support Services

The additional Support Services terms and conditions listed in this Section D apply only to Desktop Equipment listed on the Support Services Schedule(s) for Desktop Equipment ("Desktop Schedule"). All Support Services Definitions and Descriptions included in Sections A, B and C of this Addendum shall apply to Equipment listed on the Desktop Schedule unless altered by this Section D.

For purposes of this Addendum, all references to Products shall include Equipment and all references to Schedule(s) shall include Desktop Schedule.

### Definitions

**Equipment** means the machines, including Personal Computers, Laptop Computers and printers identified on the Desktop Schedule or, if greater, the actual number of machines serviced by Unisys under this Agreement by model, type, and manufacturer.

**Personal Computer or PC**, unless otherwise defined on the Desktop Schedule, means a microcomputer with a configuration not to exceed: a single processor; a 17-inch CRT monitor; a standard keyboard; a standard mouse; business quality speakers; RAM; three feature boards (as determined by Unisys); a single optical disk drive (CD-ROM, DVD or a CD-RW); a floppy disk drive; and a single hard disk storage device.

**Laptop Computer** means a battery powered self-contained portable Personal Computer and does not include accessories such as a port replicator, a docking station, external monitor or keyboard.

**Restored** means that diagnostics used by Unisys for Support Services show that Equipment is in working order.

**Initial Term of Service** means that unless specified otherwise on the Desktop Schedule, the Initial Term of Support Services for Equipment will be three (3) years from the Commencement Date of Service.

**Quarterly Service Attentions** means the number of on-site service requests included in Support Services that Unisys responds to in each three (3) month period following the Commencement Date of Service. Quarterly Service Attentions may be pro rated to coincide with calendar quarters.

### Charges

Charges for Desktop Support Services include the charges described on the Desktop Schedule for the Equipment and all other charges or changes to charges determined according to the Addendum.

If Unisys charges its then-current service warranty rates for non Unisys Equipment and Client fails to provide Unisys accurate warranty entitlement documentation, acceptable to the equipment manufacturer, or if Unisys is unable to obtain warranty reimbursement from the equipment manufacturer,

Unisys shall change the service warranty charges for the affected Equipment to its then-current Support Services charges effective as of the Commencement Date of Service.

Service attentions, which exceed the Quarterly Service Attentions identified on the Desktop Schedule, are subject to an additional charge and will be billed to the Client at the Per Attention Support Service Rate identified on the Desktop Schedule. If the total number of quarterly service attentions responded to by Unisys is less than 90% of the Quarterly Service Attentions identified on the Desktop Schedule, Unisys may change the Equipment Quantity, Style or Description; Monthly Support Services charges; Quarterly Service Attentions and Per Attention Support Services Rate identified on the Desktop Schedule for the remainder of the Term.

Unisys may conduct inventories of Equipment serviced under the Agreement. The results of these inventories may be used by Unisys to provide service and may be available to Client for an additional charge. If the manufacturer's model and style number(s) or quantities serviced under the Agreement, or both, are not described on the Desktop Schedule or, if the Equipment description is different from the Equipment information on the Desktop Schedule, Unisys shall initially bill Client (and Client shall pay) the charges according to the Desktop Schedule and Unisys may: (a) change the Desktop Schedule to conform the Equipment Quantity, Style or Description information to the actual Equipment being serviced; (b) delete any generically described items that Unisys does not customarily and routinely service; and (c) change the relevant Monthly Support Services charges, Quarterly Service Attentions, and Per Attention Support Services Rate identified on the Desktop Schedule, including changes to previously billed charges, for the remainder of the Term.

### Service Level Response

From the Commencement Date of Service up to and including a period of ninety (90) days following the Client's submission of all Equipment information Unisys requires for Support Services, Unisys will make every reasonable effort to provide Support Services as described in the Agreement but Client acknowledges that some Support Services may be delayed and call response time periods will not apply during such periods.

All responses to service requests for Equipment apply only to Unisys Equipment designated Tier One (1). There is no commitment for response to service requests for Equipment that is not designated as Unisys Tier One (1).

The response to service requests for Equipment described in the Agreement will be achieved in no less than 85% of the occurrences where a Unisys Client Infrastructure Representative is dispatched.