

SCHEDULE 1
DEFINITIONS
TO
MASTER SERVICES AGREEMENT
BY AND BETWEEN
CITY OF SANTA CLARA
AND
UNISYS CORPORATION

Schedule 1**Definitions**

TERM	DEFINITION
“Additional Resource Charges” or “ARC”	As defined in Schedule 5, Fees.
“Agreement”	Means that certain managed services agreement by and between the City of Santa Clara and Service Provider
“Affiliate”	Means, with respect to an entity, any other entity Controlling, Controlled by or under common Control with that entity.
“Annual Execution Plan”	As defined in Schedule 3A, Cross Functional Statement of Work
“Appendices”	Means the Appendices to the Schedules that may be mutually agreed upon by the Parties from time to time.
“Application Software”	Means any non-Core Software package (e.g., City COTS and custom developed applications).
“Assigned Agreements”	Means those Customer agreements with third parties specified in Schedule 8 that are assigned to Service Provider.
“Authorizations”	Means any notice, consent, license or authorization from any regulatory, governmental or other authority necessary, required or customary for a Party to enter into or perform its obligations under this Agreement.
“Availability”	<p>Means the percentage of time that a given Service or system is fully operational and available when its resources are called upon at a random point in time. Availability represents a measure of the fraction of time (expressed as a percentage) during a defined period when the Service or system is deemed to be equal to or better than a designated Service Level</p> $\text{Availability (\%)} = 100\% - \text{Unavailability (\%)}$ <ul style="list-style-type: none"> ▪ Where Unavailability is defined as: $\Sigma \frac{\text{Unplanned Outage Duration} \times 100\%}{\text{Schedule Time} - \text{Planned Outages}}$ <p>Availability measurement calculations shall be limited to those Service and system components that are directly under the control of Service Provider, as well as Service and system components for which Service Provider is responsible for subcontracting to Third Parties. Availability measurement calculations shall exclude any Service or system elements downtime to the extent caused by a Force Majeure Event, as well as any Service or system that is controlled exclusively by the City.</p>
“Base Case”	Means Customer’s budget for those functions directly and indirectly considered as Services and related to providing Services.
“Base Fees”	As defined in Schedule 5, Fees.
“Change”	Means any change with respect to the scope or performance of the Services.
“Change Control Procedures”	As defined in Section 5.6 of the MSA, means the procedures set forth in Schedule 14, pursuant to which the parties will propose, authorize and implement any Change.
“Change Order”	As defined in Schedule 14, Change Control Procedures.
“Change Request”	Means a request by the City of Service Provider to implement a Change to the Services or a City request that Service Provider perform a new service

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	(each, a “Change Request”).
“Claim”	Means all claims for Losses asserted by third parties.
“Commissioned Work”	As defined in Section 16.4., means all non-Software literary works or other works of authorship that may be created pursuant to or in connection with this Agreement, including any procedures manuals, training materials and other items that are created for Customer.
“Confidential Information”	Means all information that relates to the business, affairs, products, developments, trade secrets, know how, personnel, customers and suppliers of either Party that has been designated as “confidential information” by a Party and disclosed under circumstances sufficient to place the recipient on reasonable notice of the confidentiality of the information, together with all information derived from the foregoing, but excluding any information (i) independently developed by the receiving Party without using the Confidential Information of the disclosing Party, (ii) publicly disclosed by an entity other than the receiving Party under no duty of confidentiality or (iii) rightfully in the possession of the receiving Party without a duty of confidentiality prior to the receipt of such information.
“Configuration Item” or “CI”	Means a component of an infrastructure which is (or is to be) under the control of Configuration Management.
“Consents”	Means any notice or consent required for Customer to (i) transfer or assign any Assigned Agreements to Service Provider, (ii) permit Service Provider to Use any Customer Software, (iii) permit Service Provider to manage any Managed Agreements under this Agreement, (iv) permit Service Provider to transfer to Customer any Third Party Agreements in accordance with Section 15.7 or (v) permit Customer to Use any Service Provider Software.
“Contract Year”	Means each 12-month period during the Term, starting on the Effective Date.
“Control” (and derivatives)”	Means, with respect to an entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest ordinarily having voting rights), or the direct or indirect power to direct the management and policies of the entity.
“Control Rules”	As defined in Section 14.8., means the legal obligations under the Securities Act of 1933; the Securities Exchange Act of 1934; the Sarbanes Oxley Act of 2002; related rules and regulations of the Securities and Exchange Commission, including Regulation S-X; the rules, regulations and listing standards of the New York Stock Exchange; the rules, regulations and standards of the Public Company Accounting Oversight Board; and any other financial control or disclosure requirement imposed by law on public companies, as such legal requirements may be amended or modified from time to time.
“Core Software”	Means Core Software the suite of Software programs used to build a City-defined standard image for a supported device (e.g., operating system Software, office productivity and messaging Software, information security tools, remote connectivity Software).
“Corrective Assessment”	Are fixed monetary amounts due and payable to Client as a result of a failure by Service Provider to meet a Critical Milestone. Corrective Assessments are specified for each project and are set forth in Schedule 4.
“Critical Deliverable”	Means those Deliverables set forth in Section 8 of Schedule 3.
“Critical Milestone”	Means specific performance objectives associated with discrete projects that have a fixed time frame for completion (e.g., completion of Transition). Projects for which Critical Milestones have been identified are set forth in Schedule 4.
“Critical Transition Milestones”	Means the transition milestones set forth in the Transition Plan in Schedule 13 that are identified as critical.
“Customer Data”	Means any and all data provided to Service Provider by Customer, its agents

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	or customers, or collected by Service Provider in the course of its performance of the Services and any and all data generated or compiled from or using such data, including, without limitation, any personal data of any Customer employee or contractor and any data concerning any of Customer's customers.
"Customer Intangible Property"	As defined in Section 17.2., means and includes all or any part of the Customer Data, Customer Software or other intangible property of Customer, including work-in-progress.
"Customer Materials"	Means any materials, documentation, manuals, guidelines, business processes, methodologies, database rights, inventions, designs, drawings, Confidential Information or other items licensed or owned by Customer and used by Customer to support its IT or other operations, excluding Customer Software and excluding the Service Provider Software and Service Provider Materials.
"Customer Service Locations"	Means the Service Location's owned or leased by Customer, at which Services will be delivered. The Customer Service Locations are identified in Schedule 15, Service Locations.
"Customer Software"	Means the Software listed in Schedule 19, Customer Software. For the avoidance of any doubt, Customer Software may include both Software owned by and licensed to Customer, but excludes Software licensed to Customer by Service Provider.
"Database"	<p>Means the occurrence of any one or more of the following:</p> <ul style="list-style-type: none"> (a) SQL – The count of instances of SQL Server installs. (b) Oracle – The count of instances of Oracle installs. (c) Other database instances that may be added through change control <p>Note: For RU purposes, Database shall mean a physical instance.</p>
"Default"	<p>Means the occurrence of any one or more of the following:</p> <ul style="list-style-type: none"> (a) any material breach by Service Provider of its obligations under the Agreement, provided that such breach, if curable, is not cured within thirty (30) days (or such longer period as expressly set forth in the Agreement) after Client provides Service Provider with written notice thereof; (b) any material breach by Service Provider with respect to its obligations under the Agreement not capable of cure; (c) performance of the Services by Service Provider in a manner that meets or satisfies any one or more of the criteria expressly specified in Schedule 3 or Schedule 4 as constituting a Default, subject to any applicable cure period, or (d) any failure by the Service Provider to meet a specific Service Level in three (3) or more consecutive Measurement Intervals or four (4) or more non-consecutive Measurement Intervals in any rolling twelve (12) month cycle. (e) any breach by Service Provider with respect to any of its representations and warranties under the Agreement, provided that such breach, if curable, is not cured within thirty (30) days (or such longer period as expressly set forth in this Agreement) after Client provides Service Provider

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	<p>with written notice thereof;</p> <p>(f) the failure by Service Provider to complete the transition of all Services to Service Provider as set forth herein, provided that such Default shall not be subject to a cure period;</p> <p>(g) any material breach by Service Provider of its obligations regarding execution of the Disaster Recovery Plan or BCP during a disaster, provided that such Default shall not be subject to a cure period;</p> <p>(h) numerous or repeated breaches by Service Provider of its obligations under this Agreement which collectively constitute a material breach by Service Provider of its obligations under the Agreement, provided that such Default shall not be subject to a cure period;</p> <p>(i) the existence of a material representation by Service Provider in the Agreement that Service Provider knew or should have known was materially false when made, except that, if such misrepresentation is curable and such cure will fully and completely effect a reasonable resolution, there shall not be a Default if such misrepresentation is cured within fifteen (15) days after Service Provider has been notified by Client in writing thereof;</p> <p>(j) the insolvency of Service Provider, the entrance of Service Provider into receivership or any arrangement or composition with creditors generally, the filing of a voluntary petition (or an involuntary petition that is not dismissed within sixty (60) days) for bankruptcy or reorganization or dissolution or winding-up of Service Provider, a general assignment for the benefit of creditors of Service Provider, or a seizure or a sale of a material part of Service Provider's property by or for the benefit of any creditor or governmental agency;</p> <p>(k) an assignment or attempted assignment by Service Provider in violation of the terms hereof;</p> <p>For purposes of the Agreement, the word "cure" shall include implementation by the applicable Party of a reasonable work-around or similar temporary measures, provided that such measures do not cause the other Party to incur significant expense, or expend significant time or resources, and that the defaulting Party continually pursues and promptly implements a full and complete cure until such time as such cure is so effected.</p> <p>Unless the Agreement expressly states that no cure period shall apply or otherwise provides for a different cure period with respect to any event or circumstance that qualifies as a Default under paragraphs (a) through (k) above (in which case no cure period or such other cure period shall apply, as applicable), there shall be a cure period of thirty (30) days with respect to such event or circumstance.</p> <p>In each instance in which the Agreement contemplates a cure period or otherwise affords a Party an opportunity to cure a potential Default, (i) the other Party shall be required to provide written notice to such Party of such potential Default, (ii) the cure period shall begin when such notice has been received by such Party, and (iii) the potential Default shall not give rise to a Party's rights and remedies under Section 15 of the Agreement unless such</p>

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	notice has been provided and the cure period based thereon has elapsed.
“Defect”	Means an error or flaw that produces an incorrect or unexpected result or behavior, or a failure to meet or comply with requirements, specifications and documentation.
“Deliverable(s)”	Means all tangible products commissioned by Customer including Software, hardware, systems and related documentation, manuals or other items that Service Provider may develop, or have developed, for Customer pursuant to or in connection with this Agreement, and includes, without limitation, (i) any modification or enhancement of, or derivative work based upon, the Customer Software or Customer Materials or hardware or systems or (ii) any third party Software or related documentation, manuals or other materials licensed to Customer and developed by Service Provider or any of its Affiliates, Subcontractors or other agents as part of the Service. Deliverables will not include the ongoing delivery of Services under the Service Description.
“Disaster”	Means any unplanned interruption or disruption of the Services that at a minimum materially impairs the ability of Service Provider to deliver the Services in the manner specified in the applicable Service Description.
“Disaster Recovery”	Means the restoration by Service Provider of the critical processing functions as identified in a Disaster Recovery/Business Recovery Plan pursuant to the terms of such plan as set forth in Schedule 23, Business Continuity and Disaster Recovery Plan and applicable Service Description or the Procedures Manual.
“Dispute”	As defined in Section 21.3., means any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement including, but not limited to, disputes as to the creation, validity, interpretation, breach or termination of this Agreement.
“End-User”	Means any individual who is designated by Customer to receive or use the Services.
“Effective Date”	As defined in the first paragraph of this Agreement.
“Escrow Account”	Means an account established with a Third Party escrow agent as described in Section 11.6.
“FAQs”	Means frequently asked questions.
“Fees”	As set forth on Schedule 5, Fees. Means all charges to be paid by Customer to Service Provider for Services.
“Firewalls”	Means the combined count of firewalls and VPN appliances.
“Force Majeure” or “Force Majeure Event”	As defined in Section 25.1 of the Master Service Agreement
“Full Rights”	As defined in Section 16.2.3., means, with respect to Deliverable, that Customer will own no right, title or interest in or to the Deliverable, apart from Customer's continuing rights in and to any Customer Software or Customer Materials that may be incorporated or embedded in such Deliverable.
“Governance Model”	As set forth in Schedule 17, Governance Model.
“IMACD”	Means install, move add, change or disposals
“Impact Assessment”	As defined in Section 5.8, means Service Provider's notification to Customer of the expected impact of Customer's change in priorities for (i) scheduling work, (ii) the relocation of Services to a different Service Location, (iii) Customer's performance of facilities-related services at the Customer Service Locations, or (iv) such other changes directed by Customer.
“Incident”	Means any event which is not part of the standard operation of (1) a Service

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	and which causes, or may cause, an interruption to, or a reduction in, the quality of that Service and (2) any hardware, Software or systems supported by Service Provider under the Agreement and which causes, or may cause, an interruption to, or a reduction in, the quality of the operation of such hardware, Software or systems.
“Indemnified Item”	As defined in Section 22.3, means the Customer Software or Customer Materials, in the case of Customer, and the Services, the Deliverables, Service Provider Software or Service Provider Materials, in the case of Service Provider, or the Confidential Information provided by or on behalf of the other Party.
“Initial Term”	As defined in Section 15.1, means the time period agreed upon by the Parties as the initial term.
“Intellectual Property Rights”	As defined in Section 16 of the Agreement.
“ITIL”	A set of practices for IT Service Management (formerly an acronym for Information Technology Infrastructure Library)
“Key Service Provider Personnel”	As defined in Section 7.2
“Law” or “Laws”	Means any treaty, directive, statute, legislation or other law enacted by any federal, state or local government in a relevant jurisdiction, including any Regulatory Requirement contemplated thereunder.
“Level 0”	Means the support that provides End-Users with basic Software and/or hardware self-help capabilities (e.g., reporting and tracking Incidents and Service Requests via web forms, password reset tools).
“Level 1”	Means the first level of support for all Service Requests and Incidents. End-User calls shall be answered and screened for the nature of the calls, the calls shall be logged into a call tracking system, a Priority Level shall be assigned to each reported Incident, and all Incidents that can be Resolved without escalation are Resolved. Level 1 support includes support to address basic software and/or hardware Incident Resolution, basic “how to” support and basic service request support (e.g., password resets, unlocking accounts).
“Level 1.5”	Means the support provided by the Service Desk to address Incidents and Service Requests that cannot be Resolved by Level 0 Support or Level 1 Support and requires support from Service Desk staff with specific Application System functional knowledge, or requires a Service Desk analyst to run diagnostics and remotely perform advanced troubleshooting. Level 1.5 support may include ordering parts as needed to facilitate any required desk side visits from field services technicians (Level 2 support).
“Level 2”	Means the second level of support – contacted by Level 1 support after Level 1 support has attempted to Resolve the Incident or Service Request with the tools and processes available to Level 1. Level 2 support is support provided for Incidents and Service Requests that require more complex support and/or subject matter expertise on software or infrastructure and is usually an escalation of the Incident or Service Request from Level 1 support. Level 2 support is typically provided by SMEs in the applicable Service Tower or third party Service Tower (e.g., application system support groups, enterprise computing), which may include Service Provider personnel, Customer personnel, and Third Party Service Tower personnel, or is provided by field technicians providing End-User support.
“Level 3”	Means the third level of support – the support provided for complex Software and infrastructure Incidents and Service Requests, and is usually an escalation from Level 1 support, Level 2 support and usually involves systems engineers certified in the applicable Service Tower or Third Party Service Tower, or Third Party vendors (e.g., hardware and Software vendors).

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“Limited Rights”	As defined in Section 16.2.2, means with respect to a Deliverable, Service Provider will have the perpetual, irrevocable, paid-up, royalty-free, worldwide, non-exclusive, sub-licensable but otherwise non-transferable right to Use the Deliverable, in whole or in part.
“Malicious Code”	Means any virus, worm, Trojan horse, time bomb, spyware or other malicious code intended to interrupt, corrupt, disable or damage computer programs, systems, environments or data, or to permit unauthorized access thereto.
“Managed Agreement Invoices”	Means any invoices related to the Managed Agreements.
“Managed Agreements”	Means any of Customer’s agreements with third parties that are managed or administered by Service Provider and listed in Schedule 8.
“Master Service Agreement” or “MSA”	Means this Agreement and its Schedules.
“Measurement Interval”	Means the period during which Service Provider’s performance against a particular Service Level will be measured, as set forth in Exhibit 1 to Schedule 4 to the Agreement.
“Messaging”	Means the occurrence of any one or more of the following: (a) Services (MS Outlook) – The count of mailboxes that are hosted exclusively in one of the city’s data centers. (b) Services (Office 365) – The count of mailboxes that are hosted with the Microsoft Azure Office 365 Cloud. (c) Other Messaging platforms or services that may be added through change control
“NAS”	Network Attached Storage. Means the volume of utilized storage in TB for the network attached storage. See schedule 5 – Fees.
“No Rights”	As defined in Section 16.2.1, means with respect to a Deliverable, that Service Provider will have no rights in the Deliverable, other than Residual Rights.
“Out-of-Scope Service”	Means a service that is not within the scope of the Services prior to the execution of a Change and is not contemplated under Section 3.1 and Section 3.2 of the Agreement
“Parties”	Means both Service Provider and Customer.
“Party”	Means either Service Provider or Customer as appropriate
“Physical Servers”	Means the occurrence of any one or more of the following: (a) ESX Host Servers – The count of physical servers that host VMWare virtual machines. (b) Windows Servers – The count of all other physical servers not host Virtual Machines. (c) Other servers that may be added through change control. Note: Includes machines in all environments rather than exclusively production.
“PMO”	Means Project Management Office.
“Polycoms”	Means a telephone set that provides specialized conferencing capabilities.
“Priority Level”	Means the level of business criticality and business impact that is assigned to an Incident, and the urgency with which a response and Resolution is required. The Priority Levels are Priority Level 1, Priority Level 2, Priority Level 3 and Priority Level 4
“Priority Level 1”	As defined in Schedule 4, Exhibit 1
“Priority Level 2”	As defined in Schedule 4, Exhibit 1

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“Priority Level 3”	As defined in Schedule 4, Exhibit 1
“Priority Level 4”	As defined in Schedule 4, Exhibit 1
“Problem”	Means the unknown underlying cause of one or more Incidents.
“Procedures Manual”	Means a written document that includes Service Provider's procedures for performing the Services and all operations manuals, support plans and user guides necessary and sufficient to document such procedures.
“Project”	Means any discrete amount of work undertaken, in accordance with Section 3.2 of the Agreement, to create a product, solution or service. Each Project must be carried out pursuant to the Project request and approval process.
“Project Services”	A group of related but temporary work activities undertaken to create a unique product, service or result to meet specified objectives.
“Reduced Resource Charge” or “RRC”	As defined in Schedule 5, Fees.
“Regulatory Requirement”	Means any applicable regulation, ordinance, government decree or other government requirement with respect to a Party's performance of its obligations under this Agreement.
“Resolution” and its derivatives	Means to repair, replace, reconfigure, reinstall, re-route, or otherwise provide a complete solution to an Incident that returns the system and/or End User(s) to non-degraded full functionality. Implementing a workaround is a partial or temporary resolution.
“Root Cause Analysis” or “RCA”	An activity that identifies the root cause of an Incident or Problem.
“Schedule”	Means a Schedule attached to this Agreement.
“Security Protocol”	As defined in Schedule 10, Security Protocol.
“Service Commencement Date”	Means the date set forth in Schedule 13 for completion of the Transition of Services.
“Service Level”	Means the standards prescribed for the performance and quality of the Services pursuant to this Agreement as defined in Schedule 4.
“Service Credits” or “Credits”	Means the amounts set forth in Schedule 4 to be paid or credited by Service Provider in the event Service Provider fails to provide the Services in accordance with the applicable Service Levels.
“Service Locations”	Means the locations set forth in Schedule 15, as may be changed by the Parties from time to time in accordance with the Change Control Procedures.
“Services”	As defined in Section 3 of the Agreement.
“Service Provider Indemnitees”	As defined in Section 22.2.
“Service Provider Materials”	Means any materials, documentation, manuals, guidelines, business processes, methodologies, database rights, inventions, designs, drawings, Confidential Information or other items licensed or owned by Service Provider and used by Service Provider to perform the Services, excluding Service Provider Software and the Customer Software and Customer Materials.
“Service Provider Owned Software”	Means any Service Provider Software owned by Service Provider or any of its Affiliates.
“Service Provider Locations”	Means any Service Location owned or leased by Service Provider from which Services will be delivered. The Service Provider Locations are identified in Schedule 15 – Service Locations.
“Service Provider Software”	Means Software that is owned or licensed by Service Provider or any of its Affiliates, Subcontractors or other agents and used by Service Provider or any of its Affiliates, Subcontractors or other agents to provide the Services.
“Service Provider Third Party Software”	Means any Service Provider Software licensed by Service Provider or any of its Affiliates, Subcontractors or other agents

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	From a third party.
“Service Request”	Means a request from a user for advice, information, a routine change or access to some IT service.
“Service Tower”	Means each of the Statements of Work (SOWs) set forth under Schedule 3
“SME”	Means Subject Matter Expert.
“Software”	Means any application, operating system, middleware component, tools, utilities or other computer program, in object or source code form as applicable in the circumstances.
“SOW”	Means Statement of Work.
“Specifications”	Means technical and functional documentation describing the Deliverables, as prepared by the Service Provider and approved by Customer.
“Subcontractor”	As set forth on Schedule 18, Approved Subcontractors. Means any agent or contractor approved by Customer and retained by Service Provider to perform Services on behalf of Service Provider.
“Tape Backup”	Means the copying of data to a physical tape storage for the purpose of providing off-site storage of data.
“TB”	Means Terabytes.
“Term”	As described in Section 15.
“Termination Assistance”	As defined in Schedule 16, Termination Assistance.
“Third Party”	Means an entity other than Service Provider and its Affiliates and other than Customer and its Affiliates.
“Third Party Agreements”	Means any Third Party license agreements, support agreements and other third party contract rights utilized by Service Provider in connection with the performance of the Services.
“Transition”	Means the set of tasks and activities necessary and sufficient for Service Provider to complete the successful transfer of Services from Customer or its contractors to Service Provider, in accordance with Schedule 13.
“Transition Plan”	Means the plan agreed to by the Parties to effectuate the Transition attached as Schedule 13, Transition Plan and Milestones.
“Transition Schedule”	Means the schedule or timeline from commencement to completion of Transition.
“Transition Services”	As defined in Section 4.1.
“Use”	Means to make, reproduce, copy, distribute, adapt, modify, make derivative works of, perform, display, transmit and otherwise use, and to sublicense any or all of such rights to third parties.
“Virtual Instance”	<p>Means the occurrence of any one or more of the following:</p> <ul style="list-style-type: none"> (a) An emulation of a computer system providing the functionality of a physical computer, including but not limited to computers running operating systems such as Windows or Unix/Linux. (b) The count of Virtual Machines running on an ESX Host Server. (c) Other virtual servers that may be added through change control. (d) <p>Note: Includes machines in all environments rather than exclusively Production</p>
“VPN”	Means a Virtual Private Network, a means of an authorized remote user connecting securely to the city network to gain access to city applications.
“Wireless Controller”	Means a network device that provides control and management of Wi-Fi access points on a network.

SCHEDULE 5
FEES
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Schedule 5

Fees

1. Introduction

This Schedule 5 Fees is applicable as of the Effective Date of the Agreement and sets forth the Fees payable to Service Provider for provision of Services and the methodology to calculate adjustments to Fees, if any. This Schedule also includes the Termination Fees that are applicable to this Agreement.

2. Definitions

“Additional Resource Charge” (“ARC”) means the amount payable, in addition to the Base Fees, for additional Resource Units consumed above Baseline Volumes, computed monthly on a per-Resource Unit basis applicable to all units consumed when the Dead Band is exceeded.

“Additional Services Fees” means Fees for specific discrete Services that are listed in Exhibit 1 to Schedule 5, and are part of the Base Fees.

“ARC Ceiling” means the maximum percentage of ARC unit changes that can occur before Parties agree to mutually review and may renegotiate such applicable Resource Unit items such as Base Fees, Baseline Volumes, ARC Rates and RRC Rates.

“Base Fee(s)” means the total Fees to Customer for Services for the then current Baseline Volumes and FTEs. Base Fees also includes Additional Services Fees as set forth in Exhibit 1 to Schedule 5.

“Baseline Volume” means the specific quantity of FTEs or Resource Units included within the Base Fees for a month.

“Contract Rate Card” means the hourly rate card that will apply for additional FTEs that Customer may decide to add to Services during the Term of this Agreement through the Change Control Procedures.

“Customer Optional Project Resources” means Fees identified in Exhibit 1 to Schedule 5 Fees (Optional Services worksheet) and which are included as part of the aggregate Customer Project Resources. Such Fees will be prorated and invoiced on an ongoing monthly basis, regardless of actual utilization. The Customer Optional Project Resources may be utilized by Customer during the Term at its discretion, consistent with the contractual procedures authorizing utilization of all other Customer Project Resources. To the extent the Customer Optional Project Resources are not utilized by Customer during the Term, applicable Fees will be credited to Customer by Service Provider in Service Provider’s final invoice under the Agreement.

“Customer Project Resources” means the funds available for use at Customer’s discretion identified in Section 3.6.1 (Customer Project Resources table).

“Dead Band” means a range of Baseline Volumes for each type of Resource Unit within which no adjustment of Base Fees is required.

“FTE” means a full time equivalent resource used in delivery Services and included in the Base Fees.

“Operational Utilization” means the percentage of time resources spend keeping the existing environment functioning (e.g. incident management, problem management).

“Original Contract” means the Master Service Agreement for Information Technology Outsourcing Services by and between City of Santa Clara and Unisys Corporation dated August 26, 2009, as amended from time to time.

“Original Contract Resource Unit Fees” means the Resource Unit Fees pursuant to the Original Contract.

“Pass-Through Order” means an order, signed by Customer, for Third Party product(s) and/or service(s) that are not Services, to which Service Provider may add mark-up or administrative fee in accordance with Section 5.3 of this Schedule 5 Fees. Pass-Through Orders may be placed for items such as specialized IT consulting services. Pass-Through Order procedures are further explained in Section 5.3.

“Project Utilization” means the percentage of time resources spend changing, upgrading or performing strategic planning for the environment.

“Reduced Resource Credit” (“RRC”) means the reduction in the Base Fees when actual Resource Units consumption falls below Baseline Volumes computed monthly applicable to the units consumed below the lower threshold of the Dead Band, on a per-Resource Unit basis, and credited only when consumption falls below the lower threshold of the applicable Dead Band.

“Resource Units” refers to categories of resources, or particular kinds of resources (such as numbers of devices, FTEs, calls or other measurable items) used to determine Base Fees.

“RRC Floor” means the minimum percentage of RRC unit credits that can occur before Parties agree to mutually review and may renegotiate such applicable Resource Unit items such as Base Fees, Baseline Volumes, ARC Rates and RRC Rates.

“Transition Fees” means Fees paid during transition, as identified in Schedule 13 Section 5 or as an amortized cost component and included in the monthly invoice as set forth in Exhibit 1 to Schedule 5 Fees (Transition Fees worksheet).

3. Baselines and Base Fees

3.1 Baseline Volume and Baseline Volume Adjustments

The Baseline Volumes Resource Units as of the Effective Date of the Agreement are set forth in Exhibit 1 to Schedule 5.

3.1.1 Adjustment to Baseline Volume

During the Transition Period, Service Provider shall measure actual consumption of all Resource Units and recommend any changes to Baseline Volumes, if necessary, so that Baseline Volumes accurately reflect Customer’s then-current consumption, but excluding any unusual, exceptional or non-recurring conditions. After completion of the Transition Period, this process shall be repeated during the final two (2) months of each Contract Year, beginning with the first Contract Year, with changes to be effective at the beginning of the next invoicing period of the succeeding Contract Year and implemented in accordance with the reconciliation process described below. Base Fees shall be adjusted accordingly, using applicable ARC, RRC or other adjustments described by this Schedule or the Agreement. If the Parties are unable to agree upon adjusted Baselines (and related adjustments to Base Fees) in a timely manner, the matter shall be referred to the governance committee and if they are unable to agree, then resolved, if necessary, in accordance with Section 21 of the Agreement (concerning disputes). Section 4 of this Schedule sets forth the methodology to adjust Baseline Volumes in the event of substantial changes to Baseline Volumes.

3.2 Base Fees and Base Fees Adjustments

Base Fees for Services are as provided in Exhibit 1 to Schedule 5 (Base Fees table) of this Schedule. Base Fees reflect consumption of chargeable Resource Units in accordance with the Baseline Volumes contained therein. Base Fees commence upon Service Commencement Date after successful completion of Transition related activities and completion of the final Transition Milestone for all Service Towers.

3.2.1 [Reserved]

3.2.2 COLA

Service Provider Contract Staff Labor Rates and Resource Unit Fees, as delineated in Exhibit 1 to this Schedule 5 will be adjusted annually for inflation (COLA: Cost of Living Adjustment) based on the Consumer Price Index, Urban Wage Earners and Clerical Workers (Current Series), Not Seasonally Adjusted, San Francisco-Oakland-San Jose, CA, provided by the Department of Labor Bureau of Labor Statistics. Service Provider Contract Staff Labor Rates will be adjusted at 100% of the applicable COLA. Resource Unit Fees will be adjusted at 88% of the applicable COLA. For avoidance of doubt, during the Term, COLA will be applicable only to Service Provider Contract Staff Labor Rates and Resource Unit Fees as described in this Section 3.2.2. The COLA adjustment will begin on July 1, 2026 and each subsequent Contract Year on July 1, based on the period ending December 31 of the previous year. Notwithstanding the above described COLA adjustments, in the event the City encounters budget constraints based on severe economic conditions, Service Provider agrees to discuss such COLA adjustments with the City in good faith.

3.3 Incremental Charges and Credits

After Service Commencement Date of Services, Customer shall pay Base Fees associated with such Services plus ARCs (if consumption of Resource Units exceeds the upper limit of the Dead Band) or minus RRCs (if consumption of Resource Units fall below the lower limit of the Dead Band). Dead Band, ARCs and RRCs shall be determined, reported and invoiced on a monthly basis.

3.3.1 Reporting and Payment of ARCs and RRCs

Within thirty (30) days following the end of each month, Base Fees for Services will be adjusted by Service Provider based upon (i) positive or negative differences between actual usage of Resource Units for the preceding month and (ii) then-current Baseline Volumes, (iii) multiplied by applicable ARCs and RRCs, provided, that there shall be no actual adjustment unless actual consumption falls outside the Dead Band. After calculation of all adjustments, Service Provider shall deliver to Customer, a statement in reasonable detail specifying all adjustments for that month, and explaining their calculation. If there has been a net overpayment by Customer, the amount of the overpayment shall be credited against the next succeeding Service Provider invoice(s) or paid by check when the Agreement expires or terminates. If there has been a net underpayment by Customer, the amount of the underpayment shall be added to the next succeeding Service Provider invoice(s) or paid by check when the Agreement expires or terminates. Customer agrees to pay the net amount due, if any, as provided in Section 11.3 of the Agreement after receipt of a correct Service Provider's invoice.

3.3.2 ARC Dead Band

The ARC Dead Band is expressed as a percentage amount and is set forth in the ARC Dead Band Table that is provided for each Resource Unit type for each relevant Service Tower. For the purposes hereof, "ARC Dead Band Percentage" means the percentage above the Baseline Fee for each applicable Resource Unit type within which ARCs will not apply, and above which ARCs will apply

3.3.3 ARC Dead Band Table

The following ARC Dead Band Table identifies the factors that are to be used in calculating ARCs for each Resource Unit type for each of the applicable Service Towers. The ARC Dead Band is calculated by multiplying the Baseline Fee by the sum of 1.00 plus the ARC Dead Band percentage.

Table 1. ARC Dead Band Table

	ARC Dead Band
	% of Baseline
Service Tower	
Enterprise Compute Services (i.e. data center and network)	10%
Service Desk Services	10%

3.3.4 Reduced Resource Credits (RRCs)

The RRC Dead Band is expressed as a percentage amount and is set forth in the RRC Dead Band Table that is provided for each applicable Service Tower. For the purposes hereof, the RRC Dead Band means the percentage below the Baseline Fee for each applicable Resource Unit type within which RRCs will not apply, and below which RRCs will apply.

3.3.5 RRC Dead Band Table

The following RRC Dead Band Table identifies the factors that are to be used in calculating RRCs for each Resource Unit type for each of the applicable Service Towers. The RRC Dead Band is calculated by multiplying the Baseline Fee by the sum of 1.00 less the RRC Dead Band percentage.

Table 2. RRC Dead Band Table

	RRC Dead Band % of Baseline
Service Tower	
Enterprise Compute Services (i.e. data center and network)	10%
Service Desk Services	10%

3.3.6 Credits for non-availability of FTEs

Customer shall not pay corresponding prorated Fees for vacancies or absences in excess of agreed schedule of FTEs, unless prior agreement has been reached for adequate backfill for such FTEs. The agreed schedule of FTEs is as below.

- The base hours for calculating credits for non-availability of an FTE is 1920 hours per year.
- Total hours of non-training absences for any fulltime FTE shall be 248 hours. This number is based on 13 Customer holidays, 13 vacation days and 5 sick days. If the number of Customer holidays is decreased from 13 days, the time allocated for Customer holidays will be added to Service Provider vacation days. For the avoidance of doubt, the total working hours per FTE include time for FTEs to perform administrative activities [e.g. corporate email, required corporate training (e.g. ethics, security), and performance evaluations].
- The total hours of non-training absences for any part-time FTE shall be reduced proportionately per base hours specified in (a).
- Total training hours shall be 40 hours per year unless otherwise agreed to by Customer. For the purpose of this Section 3.3.6, training hours refers to training that enhances that job skills and capabilities of the FTE in providing the Services. For the avoidance of doubt, training hours shall not include administrative or other training not directly related to providing the Services.

In the event a credit is due to Customer pursuant to this Section, Service Provider will credit the prorated Fees for the applicable FTE in the upcoming monthly invoice.

Customer may within thirty (30) days from Effective Date identify specific FTEs which will be removed from on-boarding at Service Commencement and corresponding credits will be applied to the Base Fees, as identified in Schedule 5 Section 3.3.6. Customer removed FTEs shall be added to the Services through the Change Control Procedures.

3.4 [Reserved]

3.5 [Reserved]

4. ARCs Ceiling and RRCs Floor

ARC Ceilings and RRC Floors are established to provide a means to evaluate and adjust pricing if there are dramatic shifts in Resource Unit usage volumes over a sustained period. In the event that the Resource Unit usage is greater than the ARC Ceiling or less than the RRC Floor for a period of two (2)

consecutive months, the Parties agree to mutually review and may renegotiate such applicable Resource Unit items such as Base Fees, Baseline Volumes, ARC Rates and RRC Rates.

The following ARC Ceiling and RRC Floor identifies the factors that are to be used in calculating whether Resource Unit usage has exceeded an ARC Ceiling or RRC Floor. The ARC Ceiling is to be calculated by multiplying the Baseline Volume of the Resource Unit by the sum of 1.00 plus the ARC Ceiling percentage where ARC Ceiling percentage will be 25% of the Baseline Volume for the Resource Unit. The RRC Floor is to be calculated by multiplying the Baseline Volume of the Resource Unit by the sum of 1.00 less the RRC Floor percentage where RRC Floor percentage will be 25% of the Baseline Volume for the Resource Unit.

Immediately following the second consecutive month that a Resource Unit usage exceeds the ARC Ceiling or falls below the RRC Floor, the Parties agree to negotiate in good faith an equitable adjustment to such Resource Unit items within thirty (30) days. Any adjustments to pricing (ARC, RRC, Base Fees, Baseline Volumes, ARC Ceilings, RRC Floors, and Dead Band) shall become effective on the date when the Parties execute an amendment to reflect it. Notwithstanding the foregoing, until a mutual agreement is reached by the Parties on making adjustments to the Resource Unit items referenced above, the then-existing ARCs and RRCs will continue in effect.

5. Expenses and Fees

5.1 Retained Expenses

Customer agrees to pay the expenses listed in Schedule 30 Financial Responsibility Matrix identified as Customer's responsibility, and as otherwise specified by the Agreement or agreed to from time to time in writing.

5.2 Travel and Living Expenses

Service Provider will seek to limit travel costs by utilizing local or regional resources when possible and will make efforts to limit travel to specialized resources whenever feasible. Customer will reimburse actual travel and living expenses for Contract Staff identified in Schedule 30 Financial Responsibility Matrix with prior written consent from Customer, in connection with the performance of Services. Travel expenses as applicable for the preceding month will be included in the monthly invoice. Invoices shall describe reimbursable expenses in reasonable detail. Service Provider shall provide backup documentation including receipts for all reimbursable travel and living expenses. Travel, living and other expenses shall comply with Customer's written policies.

5.3 Pass-Through Orders

A Pass-Through Order consists of third party products or services, or both, which shall be provided on a pass-through basis, (individually a "Third Party Product" or a "Third Party Service" and collectively "Third Party Items."). Pass-Through Orders may not be placed for items included in the Services. Pass-Through Orders may be placed for items such as specialized IT consulting services. The total value of all Pass-Through Orders in a Contract Year, on which Service Provider will not add any mark-up or administrative fees, shall not exceed \$90,000.00 USD, unless otherwise agreed by Service Provider, prorated for Contract Years of less than 12 months. If agreed by Service Provider, Pass-Through Orders accepted in excess of the annual Contract Year limit will be subject to a 5% administrative fee. Pass Through Orders shall not include any Pass-Through Expenses identified in Schedule 5, Exhibit 1 at the time of contract signing.

These Third Party Item(s) are included in the Pass-Through Order solely as a convenience to Customer to acquire the Third Party Item(s). By signing the Pass-Through Order, Customer authorizes Service Provider to order each Third Party Item for provision to the Customer by the applicable vendor. Service Provider has alliances with certain third party product and service vendors. As part of any such alliance relationship, Service Provider may be entitled to receive from these vendors certain fees, discounts, or

Schedule 5 – Fees

other financial benefits. Customer acknowledges that Service Provider may receive these benefits for the Third Party Item(s).

The Third Party Item(s) shall be governed solely by the standard terms, conditions and service descriptions of their vendor. Service Provider will invoice Customer for each Third Party Item at the applicable price in the Pass-Through Order. Service Provider shall invoice Customer for each Third Party Product on shipment and for each Third Party Service in advance of the service. The undisputed invoices will be due and payable to Service Provider upon receipt of the Third Party Items. Service Provider shall pay the vendor after Service Provider receives Customer's payment. Vendor must agree in advance of Pass-Through Order placement to be paid after Service Provider is paid by Customer and agree that Customer is responsible for any dispute concerning a Third Party Item(s). Customer agrees that Service Provider has no responsibility for the Third Party Items, which Service Provider provides on a pass-through, AS IS basis, and Customer agrees to look solely to the applicable vendor for each Third Party Item.

5.4 Overtime and Weekend Pay

Customer agrees to pay overtime rates based on industry standards only for non-exempt Service Provider employees performing project work on an hourly basis for Contract Staff work in excess of standard business hours of the Customer. The standard business hours of Customer are 7:00 am – 7:00 pm Pacific Time, Monday through Friday. Overtime pay may be claimed by Service Provider only with written consent from Customer in advance of anticipated overtime hours.

5.5 [Reserved]

5.6 Contract Rate Card

Contract Rate Card is set forth in Exhibit 1 to Schedule 5 (Rate Card worksheet).

6. Termination for Convenience Fees

Customer agrees to pay Termination for Convenience set forth in Exhibit 1 to Schedule 5, in accordance with Section 15.4 of the Agreement.

7. Estimated Allocation of Project Hours per FTE

Onsite FTEs shall perform both Project Utilization and Operational Utilization based work. The estimated percentage of time allocated for Project Utilization work for each onsite FTE is provided in Exhibit 1 to Schedule 5. If the actual percentage of time performing project work per quarter is materially lower than the estimated percentage of time allocated for project work, Service Provider shall justify the variation in writing to the Customer. If the Customer is not satisfied that the variations is justified, the Parties shall resolve in accordance with Section 21 of the Agreement.

8. FTE Role Descriptions

Job descriptions for FTEs are provided in the attached file.



Schedule 5 Fees -
FTE Role Description

Schedule 5, Exhibit 1
Pricing
Summary Charges
CONFIDENTIAL

Summary Charges	30 Months Contract			
	2026 - 6 Months	2027 - 12 Months	2028 - 12 Months	Total 30 Months
	Jan 1 2026 until Jun 30 2026	Jul 1 2026 until Jun 30 2027	Jul 1 2027 until Jun 30 2028	
	Recurring Fees			
	Resource Unit Baseline Fees			
Enterprise Compute Services	\$ 622,185	\$ 1,302,231	\$ 1,235,167	\$ 3,159,584
Fixed Fee Services	\$ -	\$ -	\$ -	\$ -
Data Center Services	\$ 377,325	\$ 788,823	\$ 739,070	\$ 1,905,217
Network Services	\$ 154,861	\$ 333,408	\$ 316,097	\$ 804,366
Security Services	\$ 90,000	\$ 180,000	\$ 180,000	\$ 450,000
End-User Services	\$ 355,958	\$ 649,659	\$ 524,351	\$ 1,529,968
Fixed Fee End-User Services	\$ 64,036	\$ 141,214	\$ 135,133	\$ 340,382
Service Desk Services	\$ 291,922	\$ 508,446	\$ 389,218	\$ 1,189,586
Total	\$ 978,143	\$ 1,951,890	\$ 1,759,518	\$ 4,689,551
	Labor Baseline Fees			
Key Role Positions	\$ 1,131,041	\$ 2,262,081	\$ 2,262,081	\$ 5,655,203
Non-Key Role Positions - Enterprise Compute	\$ 455,917	\$ 911,833	\$ 911,833	\$ 2,279,583
Non-Key Role Positions - End-User	\$ 985,679	\$ 1,971,357	\$ 1,971,357	\$ 4,928,393
Non-Key Role Positions - Applications	\$ 1,459,955	\$ 2,919,909	\$ 2,919,909	\$ 7,299,773
Total	\$ 4,032,590	\$ 8,065,181	\$ 8,065,181	\$ 20,162,952
	Mandatory Implementation Projects			
Transformation Projects Implementation	\$ 963,169	\$ -	\$ -	\$ 963,169
Total	\$ 963,169	\$ -	\$ -	\$ 963,169
	Total RU Baseline Fees, Labor Baseline Fees, Additional Services Fees and Estimated Pass-Through Expenses			
Enterprise Compute Services	\$ 1,078,102	\$ 2,214,064	\$ 2,147,000	\$ 5,439,166
Service Desk Services	\$ 291,922	\$ 508,446	\$ 389,218	\$ 1,189,586
End User Services	\$ 1,049,714	\$ 2,112,571	\$ 2,106,490	\$ 5,268,775
Application Services	\$ 1,459,955	\$ 2,919,909	\$ 2,919,909	\$ 7,299,773
Key Roles	\$ 1,131,041	\$ 2,262,081	\$ 2,262,081	\$ 5,655,203
Mandatory Implementation Projects	\$ 963,169	\$ -	\$ -	\$ 963,169
Estimated Pass-Through Expenses	\$ -	\$ -	\$ -	\$ -
Total	\$ 5,973,902	\$ 10,017,071	\$ 9,824,699	\$ 25,815,672

SCHEDULE 6
BENCHMARKING
TO
MASTER SERVICES AGREEMENT
BY AND BETWEEN
CITY OF SANTA CLARA
AND
SERVICE PROVIDER

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This is Schedule 6 (Benchmarking) to the Master Services Agreement between Customer and Service Provider. Unless otherwise expressly defined herein, capitalized terms used herein shall have the meanings assigned to them in the Master Services Agreement.

Schedule 6 sets forth the roles and responsibilities of the Parties in connection with the benchmarking of Service Provider's Services and Fees.

1. Definitions

- a. **"Adjustment Date"** is defined in Section 8(b) herein.
- b. **"Benchmark"** means an analytical study to compare the cost and quality of specific processes with respect to services received by a customer with those of selected Comparators.
- c. **"Benchmark Commencement Date"** is defined in Section 8(a) herein.
- d. **"Benchmarked Service"** means the Services that Customer elects to include in the Benchmark Process. The scope of Benchmark Services shall be determined by Customer, and may include any subset of the Services (including any Service Tower or a more granular subset of Services), and may also be limited geographically to a global level, regional or local level based on where such Services are performed and/or delivered.
- e. **"Benchmarkers"** means the independent third party appointed by Customer, pursuant to Section 2, to conduct the Benchmark Process.
- f. **"Benchmark Notice Date"** is defined in Section 8(a) herein.
- g. **"Benchmark Process"** means the objective measurement and comparison process and methodology used by the Benchmarkers to conduct the Benchmark.
- h. **"Benchmark Report"** means the Benchmarkers' written report of the results of the Benchmark Process, including any appropriate supporting documentation.
- i. **"Comparators"** means the other outsourced organizations (including, without limitation, private companies, public entities, NGOs and not for profit entities that may be customers of Vendor or other third party outsourcing service providers) receiving services from third party service providers similar to the Service Provider, that are similar to the Services under the Agreement, and which are used as comparison points for the purposes of the Benchmark.

2. Appointment of Benchmarker

Customer shall have the right to conduct (or have conducted) a Benchmark under this Agreement to ensure that the Fees and/or Services (including Service Levels) are competitive with those charged or provided to the Comparators.

The Parties shall mutually agree to the appointment of a Benchmarker.

3. Scope of Benchmark

- a. Benchmark of Fees. Customer may request a Benchmark for all or any portion of the Fees charged by Service Provider for all or any portion of the scope of Services under this Agreement.
- b. Benchmark of Services. Customer may request a Benchmark for all or any portion of the Services used by Customer under the Agreement. Furthermore, Customer may define the scope of the Benchmarked Services to include any Service Tower, or any other granular subset of the Services.

4. Timing and Frequency of Benchmark

Starting 12 months after the beginning of the Term, Customer shall have the right to conduct a Benchmark of each Service Tower on an annual basis, but no more than one time per each rolling twelve (12) month cycle.

5. Benchmarking Methodology

The Benchmarker will normalize all data to obtain relevant comparisons with respect to the Comparators for purposes of the Benchmark. The Parties shall rely on the Benchmarker's standard Benchmark Process and methodology, including standard normalization criteria, as well as unique normalization criteria to the extent applicable, which shall include, but not be limited to, the following:

- a. data from a statistically significant sample of the Comparators;
- b. geographic scope for the Fees and/or Service Levels that are the subject of the Benchmark;
- c. the nature, type and volume of the services received and the respective service environments, including the hardware or software used to provide the subject Benchmarked Services
- d. skill sets and experience levels of Service Provider Contract Staff providing the Services, including but not limited to Key Service Provider Personnel; and
- e. relevant contractual terms and conditions.

Each Party may provide reasonable suggestions to the Benchmarker regarding normalization and other relevant Benchmarking criteria that may comprise the Benchmark Process. The Benchmarker shall reasonably incorporate such suggestions with respect to the Benchmarking Process; and provided further that Benchmark Commencement Date shall not be adjusted or delayed unless Customer has agreed in writing.

6. Cooperation with Benchmarker

Service Provider agrees that it shall act in good faith and comply fully and promptly with requests by the Benchmarking Process, including requests for information, reports, data and access to personnel. Service Provider shall not delay, impede, obstruct or otherwise frustrate or prevent the Benchmarking Process from obtaining the information required to complete the analysis.

7. Costs of Benchmark

Customer and the Service Provider shall equally split all fees and charges reasonably owed to the Benchmarking Process, which fees and charges shall generally be determined and agreed in advance of the Benchmark. Service Provider shall participate and cooperate fully and promptly with the Benchmarking Process and shall pay its own costs, including without limitation the use of Service Provider and Service Provider's Subcontractors' labor, associated with such participation and cooperation.

8. Benchmark Process

- a. During the Term of the Agreement, if Customer elects to conduct a Benchmark, Customer shall notify the Benchmarking Process and Service Provider in writing, and the date of such written notice shall be known as the Benchmark Notice Date. The Benchmarking Process shall commence the Benchmarking Process within thirty (30) days following the Benchmark Notice Date ("Benchmark Commencement Date"), unless otherwise agreed by the Parties. The Benchmarking Process shall notify Customer and Service Provider upon the completion of the Benchmark Report, and the Parties shall meet to discuss such report within ten (10) business days following its completion.
- b. If the Benchmark Report indicates that the Fees charged to Customer are more than one hundred five percent (105%) of the average price point (i.e., 5% higher than the average fee charged to the Comparators), then Customer shall be entitled to an automatic adjustment of its Fees to a price that is within 5% of the average fees charged to the Comparators. Such adjustment of Fees shall be made within thirty (30) days following the completion of the Benchmark Report, and shall be made effective on a date that shall be no later than three (3) months following the Benchmark Notice Date (hereinafter the "Adjustment Date").

By way of example, assume there are 12 Comparators in a Benchmark study. For example, see the table below:

Comparator 1	\$1 million
Comparator 2	\$2 million
Comparator 3	\$3 million
Comparator 4	\$4 million
Comparator 5	\$5 million
Comparator 6	\$6 million
Comparator 7	\$7 million
Comparator 8	\$8 million
Comparator 9	\$9 million
Comparator 10	\$10 million
Comparator 11	\$11 million
Comparator 12	\$12 million

In this example, the average price point of the Comparators is \$6.5 million. If Service Provider's price point exceeds the average price by more than 5% (i.e., greater than \$6,825,000) then

Service Provider will be required to adjust its fees to a price point that is less than or equal to \$6,825,000 million.

- c. If the Benchmark Report indicates that the Services (including Service Levels) provided to Customer do not meet the standard for the Comparators (e.g., the absence of Service Levels that are standard for the Comparators, or Service Level targets that are below the average threshold for the Comparators receiving similar Services), then the Parties shall discuss and agree upon an adjustment to the scope of Services (including the addition of Service Levels or adjustment to Service Level targets), and such adjustment shall be made within thirty (30) days following the completion of the Benchmark Report, and shall be made effective as of the Adjustment Date.

For clarity, if the Benchmark is not concluded and/or the Parties do not reach agreement on an adjustment to Fees and/or scope of Services (including Service Levels) until after Adjustment Date, all such changes shall be made retroactive to the Adjustment Date.

9. Remedies

- a. Failure to Cooperate with Benchmark. If the Service Provider fails to reasonably cooperate with the Benchmark, including, without limitation, a failure to provide requested information, reports, data or access to personnel, and such acts or omissions result in a delay of the completion of the Benchmark that exceeds ninety (90) days following the Adjustment Date, the Service Provider shall be deemed to be in material default of the Agreement, and Customer shall, at its option, be entitled to (i) an automatic reduction in the Fees of ten percent (10%), which change shall be made retroactively effective to the Adjustment Date; or (ii) terminate the Agreement, either in whole or in part, or the affected scope of Services, in whole or in part, without liability and without the payment of any termination fees.

Reasonable cooperation with the Benchmark shall not include a requirement of the Service Provider to disclose its costs and/or profits to provide the Services to the City or services to its other customers to the Benchmark.

- b. Failure to Agree to Fees or Service Level Adjustment. If, following the completion of the Benchmark Report, Service Provider refuses to make adjustments to Fees and/or Services (including Service Levels), or fails to reach agreement with Customer on such adjustments within ninety (90) days following the Adjustment Date, Service Provider shall be deemed to be in material default of the Agreement, and Customer shall be entitled to terminate the Agreement, either in whole or in part, or the affected scope of Services, in whole or in part, without liability and without the payment of any termination fees.

SCHEDULE 9

RESERVED

to the

IT MANAGED SERVICES AGREEMENT

between

THE CITY OF SANTA CLARA

and

UNISYS CORPORATION

[RESERVED]

SCHEDULE 10
SECURITY PROTOCOL
TO
MASTER SERVICES AGREEMENT
BY AND BETWEEN
CITY OF SANTA CLARA
AND
SERVICE PROVIDER

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Schedule 10

Security Protocol

1. Goal

- a) The goal of all of Customer's security plans and procedures as available in respect of Customer's various operations ("Customer Security Plans") is to protect Customer's people and information assets in a safe, practical and cost-efficient manner, while not impeding the productivity or efficiency in the daily conduct of Customer's business processes.
- b) Customer Security Plans, as available and if and as revised from time to time, shall form a part of the Procedures Manual (which may be subject to Change Control Procedures). As set out in Section 5.5 of the Agreement, Service Provider shall comply with the Procedures Manual, including the Customer Security Plans, throughout the duration it provides Services to Customer. In pursuance of such compliance, Service Provider agrees and understands that if required, it shall apply the necessary controls to develop, modify or acquire systems to preserve the integrity of the information processed on its systems.
- c) Service Provider shall ensure compliance with the Customer Security Plans by all users of Customer information including, without limitation, Service Provider employees, officers, directors, agents, associates, consultants/contractors, temporary workers and any third-party processors of Customer Data.

2. Risk Assessment

Service Provider shall perform regular risk assessments ("Risk Assessments"), no less than annually, of its compliance with the Customer Security Plans to:

- a) Identify foreseeable internal and external threats pursuant to Service Provider's operations that could result in unauthorized access, disclosure, misuse, alteration, or destruction of any of the Customer Data;
- b) Assess the likelihood and potential damage of these threats, taking into consideration the sensitivity of the Customer Data (and any special risks or issues identified by Customer); and
- c) Assess the sufficiency of the policies, procedures, information systems, technology, and other arrangements that Service Provider has in place to control such risks.

If applicable, Service Provider shall, based on a mutually agreed timeline after completion of Risk Assessment, revise its own security plans and its operations, including its provision of the Services, to manage and control the risks identified during the Risk Assessment; provided however, any Customer specific controls required as a result of Customer's risk assessment shall be addressed pursuant to the terms of Schedule 27. Service Provider shall, immediately upon completion of such revision, provide a report to Customer detailing therein the outcome of the Risk Assessment and the revisions adopted pursuant to such a Risk Assessment.

3. System Changes

Service Provider shall make no system change, nor implement any modification of its own security plans, that (i) may adversely affect the security of the System or the security of the Customer Data or other data created, processed, or stored by Service Provider for Customer, (ii) requires Customer to install a new version, release or upgrade of, or replacement for, any hardware or software or to modify any hardware or

software, or (iii) requires Customer to pay any additional amount for the Services, in each case without first obtaining Customer's approval in accordance with, or as otherwise contemplated under, the Change Control Procedures set forth in Schedule 14.

4. Training and Education

Service Provider shall institute an appropriate training and education program designed to train its employees to implement and comply with the Customer Security Plans, and designed to ensure that they are adequately aware of their responsibilities pursuant to Service Provider's compliance obligations with respect to the Customer Security Plans. Service Provider shall be responsible for training Service Provider's employees and subcontractors, of any tier, who have access to any Customer information technology system, in current Customer certification programs, which may be amended, revised, or replaced, from time to time, concerning Customer's information security policies.

5. Agents and Subcontractors

Whenever Service Provider is authorized by Customer to use agents or subcontractors to provide the Services under this Agreement, Service Provider shall:

- a) Exercise appropriate due diligence in selecting its agents and contractors consistent with the requirements of the Customer Security Plans and this Schedule.
- b) Require its agents and subcontractors by contract to implement and regularly test appropriate measures designed to meet the objectives of the Customer Security Plans and this Schedule.
- c) Monitor its agents and subcontractors to confirm that they have satisfied such obligations.
- d) Ensure that its agents and subcontractors comply with Section 11 below with respect to the portion of the Services that they perform on behalf of Service Provider, except as Customer may otherwise agree.

6. Regular Testing and Monitoring of Compliance

In addition to the requirements set forth in Section 10 below, Service Provider shall regularly test the key controls, systems, and procedures of its security plans and for its compliance with the Customer Security Plans (including as applicable to its subcontractors) to cause them to be properly implemented and effective in addressing the threats and risks identified. The frequency and nature of such tests should be determined by the Service Provider's Risk Assessment. Tests should be conducted or reviewed by staff independent of those that develop or maintain Service Provider's security plans and its compliance with the Customer Security Plans; provided however, any Customer specific controls required as a result of Customer's testing and monitoring of compliance shall be addressed pursuant to the terms of Schedule 27. Service Provider shall also monitor compliance with its security plans and the Customer Security Plans, both internally and by its subcontractors.

7. Incident Response

Service Provider shall develop and implement (and require its subcontractors to develop and implement) appropriate incident response plans that specify actions to be taken when Service Provider, a Subcontractor or Customer suspects or detects that unauthorized individuals have gained access to Customer Data or Systems relating thereto, including appropriate reports to regulatory and law enforcement agencies to be made by Service Provider with Customer's consent or direction. Such incident

response plan shall include notification, management, and response procedures to be followed in case of any security incidents or any suspected unusual activity that may represent a potential security threat, such as virus activity, use of information systems in connection with a denial of service attack, system hacking, theft or destruction of data or other unusual activities or network traffic. In the event Service Provider or a Subcontractor discovers, suspects, or is notified of a breach, potential breach, or risk of breach of security relating to any Customer Data, Service Provider shall promptly notify Customer of such breach, potential breach, or risk of breach. Service Provider shall provide Customer all documents related to any breach of security promptly at Customer's request. Service Provider shall fully cooperate with any Customer investigation of such breach, potential breach or risk of breach. Service Provider shall immediately investigate and in cases where Service Provider's account team is capable of directly resolving an Incident, immediately cure any such breach that occurs within Service Provider's obligations under the Agreement. Customer will review the remediation by Service Provider.

8. Periodic Adjustment

Service Provider shall regularly monitor, evaluate, and adjust, as appropriate, its security plans and its compliance with Customer Security Plans in light of any relevant changes in applicable law and regulations, technology, the sensitivity of the Customer Data, internal or external threats to the Customer Data, requests from Customer, and Service Provider's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

9. Review by Customer

Service Provider shall provide Customer the right to review its security plans, together with operating documentation and other relevant documentation, upon Customer's request.

10. Audits and Verification

- a) Service Provider SSAE 16 Report. Service Provider shall have its security plans and its compliance with Customer Security Plans audited on an annual basis by a reputable and nationally recognized audit firm to review and test the design and operating effectiveness of the security measures adopted, identify any weaknesses or deficiencies of the security measures and alternative or additional measures that must be implemented, and determine whether Service Provider is achieving the control objectives of its security plans and the Customer Security Plans. Customer understands and accepts that Service Provider may (i) perform and report on such security audits in combination with and as part of the SSAE 16 control audits that Service Provider performs to satisfy its own Sarbanes- Oxley compliance requirements and (ii) provide such report to other customers as described in the Agreement.

No portion of this Schedule 10 shall be construed to preempt applicable Laws; rather, the requirements of this Schedule 10 and the Customer Security Plans are an additional layer of protection to Customer, and are to be administered in addition to the requirements of applicable Law.

- b) Service Provider Certifications. Upon request, and at such reasonable intervals as Customer or its auditors may specify, but no less than quarterly, an appropriate officer of Service Provider will certify to Customer that, to the best of his or her knowledge, after reasonable inquiry: (i) Service Provider has reported all breaches of security, suspected fraud or other irregularities or reportable incidents that may constitute violations of its security plans, the Customer Security Plans and / or this Schedule; (ii) Service Provider has reported to Customer all apparent material weaknesses and deficiencies in the security measures

contemplated under its own security plans, and in its compliance of the Customer Security Plans and this Schedule; and (iii) make such other factual certifications concerning its security plans, the Security Integration Plan and this Schedule as Customer or its auditors may reasonably request.

- c) Customer Audits. Upon forty-five (45) days' prior notice from Customer, unless shorter notice is required by exigent circumstances, and subject to all applicable confidentiality obligations agreed to by Customer and Service Provider, Service Provider will provide, and will cause its agents or subcontractors to provide, Customer or any Customer representative (other than a Service Provider competitor), with access to such facilities, records and supporting documentation as may be requested by Customer in order to audit Service Provider's compliance with its obligations under or related to the Customer Security Plans and / or this Schedule.

11. Access to Documents

Service Provider shall provide Customer with access to all documents and records maintained by Service Provider in relation to its security plans, this Schedule and its compliance with the Customer Security Plans on a mutually agreeable schedule and at a mutually agreeable location.

12. Use of Customer Resources, Non-confidential Nature of Information On Customer Equipment

All onsite Contract Staff will comply with the City Manager's Directive Procedure "CMD 116 Use of Resources, Non-Confidential Nature of Information".

SCHEDULE 11

ACCEPTANCE PROCEDURES

to the

IT MANAGED SERVICES AGREEMENT

between

THE CITY OF SANTA CLARA

and

UNISYS CORPORATION

Service Provider shall perform, complete, and deliver Deliverables and Milestones to Customer for Customer's acceptance, to include but not limited to Transition Deliverables and Milestones, in accordance with the terms and conditions of an applicable Statement of Work, Project Plan, Transition Plan, or other Agreement document pursuant to the PMO methodology described on the IT InSite Portal (or as otherwise agreed) and the following procedure:

1. The Parties will mutually agree upon applicable, detailed acceptance criteria with respect to each Deliverable and Milestone as soon as practicably possible.
2. Upon receipt by Customer of a Deliverable or notice of completion of a Milestone from Service Provider, Customer will review the Deliverable or Milestone to verify that it complies with the applicable and previously agreed acceptance criteria.
3. If the Deliverable complies with the acceptance criteria, Customer shall provide notice of Customer's acceptance of the Deliverable or Milestone.
4. Customer will have the right to reject a Deliverable or Milestone that does not meet the applicable acceptance criteria. Customer shall inform Service Provider of such rejection in writing within ten (10) business days from the date of delivery thereof by Service Provider, or as mutually agreed to by the Parties, describing the deficiencies with respect to the applicable acceptance criteria in reasonably sufficient detail.
5. If Customer notifies Service Provider that a Deliverable or Milestone is not accepted, and Service Provider is able to identify or reproduce the stated deficiencies, Service Provider shall correct such deficiencies and redeliver the affected Deliverable or Milestone within five (5) business days from the date of Customer's notice unless the Parties mutually agree that such correction reasonably requires a longer timeframe.
6. Upon Service Provider's redelivery of the affected Deliverable or Milestone, Customer shall inform Service Provider of its acceptance or rejection with respect to Service Provider's correction of Customer's previously described deficiencies in writing within five (5) business days from the date of Service Provider's redelivery thereof.
7. Should Customer not accept a Deliverable or Milestone within the two (2) review periods described above, or within additional review periods as mutually agreed by the Parties, and Service Provider reasonably and in good faith believes that the finally delivered Deliverable or Milestone corrects the Customer's initially described deficiencies with respect to the applicable acceptance criteria, the Parties shall promptly escalate the matter for resolution in accordance with the dispute resolution procedure set forth in Schedule 17, Governance Model, and Article 21 of the Agreement.
8. Should Customer not provide its acceptance or rejection of a Deliverable or Milestone within the timeframes associated with a review period, or otherwise provide Service Provider with a reasonable rationale for an extended review period, the Deliverable or Milestone will be deemed accepted.
9. Should Customer not provide its acceptance or rejection of a Deliverable or Milestone within the timeframes associated with a review period, or otherwise provide Service Provider with a reasonable rationale for an extended review period the Parties shall promptly escalate the matter for resolution in accordance with the dispute resolution procedure set forth in Schedule 17, Governance Model, and Article 21 of the Agreement.
10. No such activities shall be deemed completed until all acceptance criteria, whether set forth in the Agreement or set forth in any Schedule thereto or otherwise mutually agreed upon by the Parties in writing, have been successfully met.

SCHEDULE 12

RESERVED

to the

IT MANAGED SERVICES AGREEMENT

between

THE CITY OF SANTA CLARA

and

UNISYS CORPORATION

[RESERVED]

SCHEDULE 13

RESERVED

to the

IT MANAGED SERVICES AGREEMENT

between

THE CITY OF SANTA CLARA

and

UNISYS CORPORATION

[RESERVED]

SCHEDULE 14
CHANGE CONTROL PROCEDURES
TO
MASTER SERVICES AGREEMENT
BY AND BETWEEN
CITY OF SANTA CLARA
AND
SERVICE PROVIDER

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Schedule 14

Change Control Procedures

1. Introduction

This Change Control Schedule describes the process ("Change Control") to be followed by Customer and Service Provider when either Party wishes to make a Change. The Parties may by joint written agreement amend or waive any part of the Change Control process including, but not limited to, where the Parties agree that shorter or longer timeframes are more appropriate, provided that any modifications to the Change Control process are recorded in a Change Proposal (as such term is defined in Section 2.3(b) below) and such Change Proposal is allocated a unique number by Service Provider and is signed by duly authorized representatives of Customer and Service Provider.

The purposes and objectives of Change Control are as follows:

- a) to review each request for a Change (a "Change Request") to determine whether such Change is appropriate;
- b) to prepare a more detailed proposal to implement a Change Request where required (such proposal, a "Change Proposal");
- c) to prioritize all Change Requests and Change Proposals;
- d) to 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;
- e) to identify the different roles, responsibilities and actions that shall be assumed and taken by the Parties to define and implement the Changes; and
- f) to document a Change whether or not such Change results in any resource adjustments and/or extra Fee.

2. Change Control

2.1 Either Service Provider or Customer may initiate a Change Request by delivering to the other's Contract Executive or his/her nominated representative a writing that describes the requested Change and sets forth the reasons for it. The Customer Contract Executive shall assign a priority level to the Change Request depending on its urgency. The Service Provider Contract Executive shall assign a unique number to any such request, and shall register the Change Request in the Change Request Log as described in Section 7.1 below. Customer may at any time modify the priority level for any Change Request in its sole discretion. Each Change Proposal that may be prepared for a Change Request shall be tracked by reference to the Change Request to which it relates.

2.2 Each Party's respective Contract Executive or his/her nominated representatives shall be responsible for reviewing and considering any Change Request. If Customer determines that the Change Request requires further investigation, the Customer Contract Executive shall authorize such investigation, which shall be performed as required by Service Provider and/or Customer. Service Provider may also further investigate any Change Request for itself, at its own expense. In

accordance with Section 7.2 below, the Contract Executives shall be responsible for keeping up to date the status of each Change Request in the Change Request Log as the status of the Change Request changes through Change Control.

- 2.3 For each Change Request that the Parties have approved for further investigation, regardless of which Party has proposed or investigated the Change, Service Provider shall if practicable prepare and submit to Customer within seven (7) calendar days (or as otherwise agreed) of such approval for further investigation, a preliminary written report.

Such preliminary report shall contain:

- (a) the estimated costs (both charges and retained costs) associated with the Change;
- (b) any anticipated impact on existing Service Levels;
- (c) the timeframe for implementing the Change (including any timing constraints);
- (d) the preliminary technical or business case for making the Change, as well as any changes or additions to policies, standards and procedures of Service Provider and or Customer as the case may be, in accordance with which the Change is to be implemented;
- (e) an initial analysis of the potential risks (if any) to Customer if the Change is not implemented; and
- (f) an estimate of time for preparing a comprehensive Change Proposal containing the information and analysis set forth in Section 2.3(ii) below (the "Estimate").

Service Provider shall bear the costs of preparing the preliminary report, estimate and Change Proposal as set forth in this Section 2.3(a), and shall provide such report as part of the Services.

Customer and Service Provider shall review the preliminary report and Customer shall, within seven (7) calendar days after delivery of such preliminary report in writing, either (1) instruct Service Provider to prepare a comprehensive Change Proposal as set forth in this Section 2.3(b), (2) notify the Service Provider that it does not wish to proceed with the Change, or (3) proceed with the Change on mutually-agreed terms. Where Customer has instructed Service Provider to prepare a comprehensive Change Proposal, thirty (30) calendar days (or as otherwise agreed) after receiving such instruction, Service Provider shall prepare and deliver to Customer, at no additional charge to Customer, a Change Proposal that addresses the following elements of the Agreement, to the extent necessary and appropriate:

- (i) scope of the Services;
- (ii) the associated Service Levels, if any;
- (iii) the Fees for the Change (i.e., fixed price/time and materials, including an estimate of total costs), if any, as well as changes to the Base Fees, if any;
- (iv) timeline, milestones, delivery dates, incentives and consequences for nonperformance;

- (v) evaluation testing, development, acceptance testing period, acceptance testing and acceptance criteria (which must be included in the final Change Order for it to be valid);
- (vi) Changes to Disaster Recovery/Business Continuity Services;
- (vii) Impacts to, additions or deletions of, Third Party Agreements;
- (viii) any impacts on Customer's, Service Provider's or any Third Party's software, hardware, systems, business operations, personnel requirements or other services;
- (ix) any related technical or human resource systems/procedures;
- (x) any legal and regulatory compliance issues;
- (xi) any other matter requested by Customer at the time of preparation of the impact analysis or reasonably considered by Service Provider to be relevant;
- (xii) the termination assistance plan;
- (xiii) any additional terms and conditions applicable to the Change;
- (xiv) a detailed analysis of the potential risks (if any) to Customer or Service Provider if the Change Proposal is not implemented; and
- (xv) the proposed allocation of ownership rights in any Intellectual Property developed as part of the Change, if different from the default provisions of the Agreement.

2.4 Once submitted by Service Provider, Customer shall review the Change Proposal and as soon as reasonably practicable, and in any event not more than thirty (30) calendar days (or as otherwise agreed) after receipt of the Change Proposal, either:

- a) Customer may accept the Change Proposal in which case the Change Proposal shall be signed by the Contract Executives and the Change incorporated in accordance with Section 3.0 below;
- b) Customer may notify Service Provider that it does not wish to proceed with the Change, in which case no further action shall be taken in respect of the Change Proposal; or
- c) Customer may request that the Parties meet to discuss the Change Proposal (such meeting to be referred to as the "Change Proposal Meeting").

2.5 At the Change Proposal Meeting, the Parties shall use reasonable endeavors to agree to either:

- (a) take no further action in respect of the proposed Change, in which case no further action shall be taken in respect of the Change Proposal;
- (b) acquire further information before deciding whether to proceed with the Change;
- (c) amend some or all of the contents of the Change Proposal, which Service Provider will incorporate into a revised version of the Change Proposal; or
- (d) proceed with the Change as detailed in the Change Proposal in which case the Change Proposal shall be signed and the Change incorporated in accordance with Section 3.0 below.

- 2.6 In the event that the Parties agree to proceed in accordance with one of the options detailed in Section 2.5(b) or 2.5(c) above, then the Parties shall gather any necessary information and/or Service Provider shall prepare a revised version of the relevant Change Proposal, upon which the Parties shall decide whether to proceed in accordance with Section 2.5(a)-(c) above. The Parties shall continue to go through the process detailed above until such time as a final resolution is made by the Parties. The Parties shall act in good faith at all times during such process.
- 2.7 If the Parties' Contract Executives agree to a Change prior to any investigation conducted by either Party, unless otherwise agreed by the Parties, Service Provider shall in any event prepare a Change Proposal in accordance with Section 2.3 above and submit such Change Proposal for review and approval in accordance with Section 2.4 above.
- 2.8 The Parties anticipate that not all Changes will result in increases to the Base Fees. Nevertheless, the Parties intend that all material Changes will be processed in accordance with these Change Control Procedures. Service Provider and Customer will determine, in good faith, whether a change will result in an increase or decrease to the Fees in accordance with the Change Control Procedures Section of the Agreement.

3. Effective Date of a Change

- 3.1 Upon the signature of a Change Proposal by both Parties' Contract Executives in respect of a Change, the contents of such Change Proposal shall be deemed to be agreed and incorporated into the Agreement on the date of the last signature or as the Parties may otherwise agree. No part of the discussions or interchanges between the Parties shall obligate the Parties to approve any Change or shall constitute an amendment or waiver of the Agreement unless and until reflected in a Change Proposal and adopted in accordance with this Schedule 14.
- 3.2 Neither Party shall have any obligation to commence or comply with any Change, perform Services that would be covered by any Change, or pay any Fees that would be covered by any Change, until such time as the Parties' Contract Executives have signed the appropriate Change Order. Disputes regarding a Change shall be subject to the dispute resolution process set forth in Schedule 17 of the Agreement.
- 3.3 Customer's acceptance of, and payment for, work under other Change Orders will be subject to Customer's approval that such work materially complies with the mutually agreed objective acceptance criteria during an acceptance period designated in the Change Order (or if no such acceptance period is specified in the Change Order, thirty (30) days). If Service Provider's work under a Change Order does not materially comply with the applicable acceptance criteria for such Change Order, Service Provider will correct such work and resubmit the Change for Customer's acceptance. If, following one or more resubmissions, Service Provider fails to fulfill its obligations to meet the Change Order acceptance criteria within a time period specified in the Change Order (or if no such period is specified in the Change Order, one hundred twenty (120) days), Customer may terminate such Change Order in accordance with the provisions of such Change Order (or if not otherwise provided in the Change Order, Customer shall be entitled to relief from further payments under such Change Order and a credit or refund (at Customer's option) for any un-realized advance payments previously made under the Change Order).

4. Change Management Reporting Requirements

- 4.1 Service Provider shall provide Customer as part of the monthly reports set forth in Schedule 7 of the Agreement, a summary specifying the status of all pending Change Requests and Change Proposals.

5. Failure to Agree

- 5.1 In the event that the Party initiating a Change Request believes that the requested Change is required or necessary, the requesting Party shall inform the other Party in writing of the reasons why the Change is required and the impact if it is not implemented. In the event that the other Party does not agree to implement the Change, the requesting Party shall be entitled to consider the other Party's failure to agree to implement the Change as a dispute, and the requesting Party may escalate such Dispute for resolution in accordance with Article 21 and Schedule 17 of the Agreement.
- 5.2 Notwithstanding anything herein to the contrary, Service Provider shall proceed with any Change requested by Customer that is required by Law or which Customer deems necessary in its sole discretion. In the event the Parties are unable to agree upon any Change or changes to the Fee in connection with any such Change, the parties agree such dispute will be subject to the dispute resolution process set forth in Article 21 and Schedule 17 of the Agreement.

6. Emergency Change Process; Changes to Comply with Laws

- 6.1 In the event that either Party requires a Change in order to respond to an emergency and such Change would, in the opinion of the requesting Party, if it was not implemented until Change Control had been followed, have a detrimental effect on the requesting Party's ability to meet its obligations pursuant to the Agreement, the requesting Party shall make all reasonable efforts to contact the other Party's Contract Executive, and if the requesting Party is unable to contact the other Party's Contract Executive after reasonable efforts, the requesting Party shall, where appropriate and practical, make all efforts to contact the other Party's designated member of the Steering Committee. If the requesting Party is unable to contact either the other Party's Contract Executive or the other Party's designated Steering Committee member, the requesting Party may make temporary Changes to the Services without the prior consent of the other Party. The requesting Party shall notify the other Party as soon as practicable but no later than seventy-two (72) hours after the event of such Change and shall, as soon as practicable (but no later than seven (7) calendar days thereafter) document and report in writing on such Changes to the other Party. Any agreed Change as a result shall be agreed in accordance with Change Control. Disputes regarding any extra Fees for Changes under this Section 6 are subject to Article 11 of the Agreement.
- 6.2 Notwithstanding the Change consideration and implementation process outlined in Sections 2 and 3 of this Schedule 14 but in all events subject to Section 5.1 above, if a Change is required to comply with applicable Law, Service Provider shall immediately begin implementing as appropriate the Change upon request by Customer. Service Provider shall also prepare and deliver to Customer a Change Proposal related to such Change on an expedited basis, where appropriate, and the Parties shall work together in good faith to determine the impact on the Agreement as a result of implementing such Change. If the Parties are unable to agree on the impact on the Agreement within thirty (30) days after Customer has received the Change Proposal from Service Provider, either Party may consider such failure to agree to be a Dispute, and may escalate such Dispute for resolution in accordance with Article 21 and Schedule 17 of the Agreement.

7. Change Request Log

- 7.1 Each entry made in the Change Request Log shall consist of the following fields:

- (a) serial number of the Change Request;
 - (b) name of the originating party;
 - (c) a brief description of the Change;
 - (d) the current status of the Change; and
 - (e) the date of registration of the Change Request in Change Request Log.
- 7.2 The status of the Change Request at any stage in Change Control shall be one of the following:
- (a) raised (i.e., that the Change Request has been entered in the Change Request Log, but no Change Proposal has been issued);
 - (b) pending (i.e., that the Change Request has been raised and the Change Proposal has been issued);
 - (c) approved (i.e., awaiting implementation);
 - (d) in process (i.e., being implemented);
 - (e) closed (i.e., all implementation tasks have been completed); or
 - (f) rejected (i.e., closed and not implemented).

SCHEDULE 15
SERVICE LOCATIONS
TO
MASTER SERVICES AGREEMENT
BY AND BETWEEN
CITY OF SANTA CLARA
AND
SERVICE PROVIDER

Schedule 15

Service Locations

The list of Service Locations are found in ServiceNow which shall include, but not be limited to, the locations listed below.

Schedule 15 – Service Locations

Customer Service Location	Address (ALL locations in Santa Clara, CA)
City Hall Complex	1500 Warburton Avenue, Santa Clara, CA
Communications/EOC	1990 Walsh Avenue, Santa Clara, CA
Fire Station 1/Fire HQ + Annex	777 Benton Street, Santa Clara, CA
Fire Station 2	1900 Walsh Avenue, Santa Clara, CA
Fire Station 3	2821 Homestead Road, Santa Clara, CA
Fire Station 4	2323 Pruneridge Avenue, Santa Clara, CA
Fire Station 5	1912 Bowers Avenue, Santa Clara, CA
Fire Station 6	3575 De La Cruz Boulevard, Santa Clara, CA
Fire Station 7	3495 Benton Street, Santa Clara, CA
Fire Station 8	2400 Agnew Road, Santa Clara, CA
Fire Station 9	3011 Corvin Drive, Santa Clara, CA
Fire Station 10	5111 Stars & Stripes Way, Santa Clara, CA
Fire Training Center	1900 Walsh Avenue, Santa Clara, CA
Police HQ	601 El Camino Real, Santa Clara, CA
Community Services	1500 Warburton Avenue, Santa Clara, CA
Utility Corp Yard	1705 Martin Avenue, Santa Clara, CA
Street Corp Yard	1700 Walsh Avenue, Santa Clara, CA
Bldg Maintenance	2796 Lafayette Street, Santa Clara, CA
Central Library	2635 Homestead Road, Santa Clara, CA
Mission Library	1098 Lexington Avenue, Santa Clara, CA
Parks Service Center	2600 Benton Street, Santa Clara, CA
Mission City Memorial Park	420 N. Winchester Boulevard, Santa Clara, CA
Community Rec. Center	969 Kiely Boulevard, Santa Clara, CA
International Swim Center	2625 Patricia Drive, Santa Clara, CA
Senior Citizens Center	1303 Fremont Street, Santa Clara, CA
Youth Activity Center	2450 Cabrillo Avenue, Santa Clara, CA
Teen Center	2446 Cabrillo Avenue Santa Clara, CA
Henry Schmidt Park	555 Los Padres Boulevard, Santa Clara, CA
ITD Main Office	1405 Civic Center Dr Santa Clara, CA
SVP	881 Martin Ave, Santa Clara, CA
Police Sub Station	3992 Rivermark Pkwy Santa Clara, CA
Northside Library	695 Moreland Way, Santa Clara, CA
Levi Stadium	4900 Marie P. DeBartolo Way Santa Clara, CA
Tasman Parking Garage	2525 Tasman Dr., Santa Clara, CA
Santa Clara Youth Soccer Park	5049 Centennial Blvd., Santa Clara, CA
Reed and Grant Sports Park (Future)	Reed St. and Grant St., Santa Clara, CA
Silicon Valley Animal Control Authority	3370 Thomas Road, Santa Clara, CA
Triton Museum of Art	1505 Warburton Dr. Santa Clara, CA
San Tomas & Monroe Community Garden Park (Future)	Monroe St. and San Thomas Expressway, Santa Clara, CA
PD Monitored Site	1700 Space Park Dr., Santa Clara, CA

City Parks listed below – Most don't receive ITD services, but some may have a VoiP phone and a few possible will get a computer or tablet in future. Details not known at this time	Address (ALL locations in Santa Clara, CA)
Agnew -	2150 Agnew Rd.
Bowers -	2582 Cabrillo Ave
Bracher -	2560 Alhambra Dr.
Central -	909 Kiely Blvd.
City Plaza -	Lexington St. & Main St. ♦
Civic Center -	Lincoln St. & El Camino Real
Earl R. Carmichael -	3445 Benton St.
Everett Alvarez, Jr. -	2280 Rosita Dr.
Fairway Glen -	2051 Calle de Primavera
Fremont -	1303 Fremont St.
Fuller St. -	61 Fuller St.
Geof Goodfellow Sesquicentennial -	1590 El Camino Real
Henry Schmidt -	555 Los Padres Blvd.
Homeridge -	2985 Stevenson St.
Jenny Strand -	250 Howard Dr.
Larry J. Marsalli -	1425 Lafayette St.
Lick Mill -	4750 Lick Mill Blvd.
Live Oak -	641 Moreland Way
Machado -	3360 Cabrillo Ave.
Mary Gomez -	651 Bucher Ave.
Maywood -	3330 Pruneridge Ave.
Memorial Cross -	Martin Ave. & De La Cruz Blvd.
Montague -	3595 MacGregor Lane ♦
Montague Swim Center -	3750 De La Cruz Blvd. ♦
Parkway -	3657 Forest Ave.
Raymond G. Gamma Dog Park -	888 Reed St.
Rotary -	1490 Don Ave.
Steve Carli -	1045 Los Padres Blvd.
Thamien -	4321 Lick Mill Blvd.
Ulistac Natural Area -	4901 Lick Mill Blvd. (walking trails)
War Memorial Playground -	295 Monroe St.
Warburton -	2250 Royal Dr.
Westwood Oaks -	460 La Herran Dr.
Thomas Barrett Park	1885 Worthington Circle
Youth Soccer Park	5020 Starts and Stripes Drive
Central Park Annex (Future)	
Reed & Grant Street Sports Park (Future)	Reed St. and Grant St.
San Tomas & Monroe Community Garden Park (Future)	Monroe St. and San Thomas Expressway

Schedule 15 – Service Locations

Service Provider Service Locations	Address
Unisys Service Delivery Center - Salt Lake City	480 North 2200 West, Salt Lake City, Utah 84116
Unisys Service Delivery Center – Eagan	3199 Pilot Knob Rd Eagan, Minnesota 55121
Unisys Hungary UGS	Westend City Centre - Tower A Vaci ut 1 - 3 Budapest, 1062 Hungary Balatoni út 2/a Budapest, 1112 Hungary
Philippines UGS	Sultan Street 12F Barangay Highway Hills CityNet Central Metro Manila, 1550 Philippines
Colombia: 24 X 7 Follow-the-Sun Major Incident Management (MIM)	Calle 93 No. 11-26 Bogota, Distrito Capital de Bogotá 0 Colombia
India UGS: Service management, Asset management and EPO-Patching	RGA (SEZ: 5F, 6F, 7F, 8F, 10F & 11F), Block 3, Wing B Survey No. 31/1, Chikkakannalli Village Varthur Hobli, Sarjapur Road, Bengaluru, Karnataka 560035 India
Dell SIEM Services	Global Remote Services

SCHEDULE 16
TERMINATION ASSISTANCE
TO
MASTER SERVICES AGREEMENT
BY AND BETWEEN
CITY OF SANTA CLARA
AND
SERVICE PROVIDER

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Schedule 16 – Termination Assistance

This is Schedule 16 (Termination Assistance Plan) to the Agreement between the City of Santa Clara ("City") and Service Provider.

Service Provider shall develop a Detailed Termination Assistance Plan, which shall contain Service Provider's strategy and plan for disentanglement as set forth in this Schedule 16. The written Detailed Termination Assistance Plan, once reviewed and approved by the City, shall be incorporated into this Schedule 16 by reference.

Any required additional resources that are not currently operational resources will be billed based on the current Rate Card.

1.0 Termination Assistance Plan Overview

The Termination Assistance Plan relies on the following elements:

- The Successor will require reasonable access to Service Provider and subcontractor(s) that are dedicated to the Services of the existing City contract. Service Provider anticipates that the access would be part of a structured interview and transfer of staff process subject to the agreements and obligations guiding Service Provider.
- The termination assistance communication plan is a critical component of the risk management during termination assistance period. The communication plan contains information about regularly scheduled meetings that will regularly review plans for potential risks and develop mitigation plans for them.
- Service Provider and the Successor will need to establish a project plan which outlines expectations, roles, and responsibilities. It will also need to define conflict and resolution during knowledge transfer processes and service transition.
- Service Provider and Successor termination assistance team will be the focal point of all termination assistance activity. They will bring status, plans, and issues to the City termination assistance management committee in a regularly scheduled meeting.
- Service Provider will provide copies of any Service Provider Software then in use in accordance with the terms of the Agreement and provide reasonable assistance to City or the Successor in connection with the transfer to the Successor of Third Party Software then in use, or in securing rights to use such Software.
- Service Provider will provide a detailed project plan for termination assistance with phases, tasks, timelines and major milestones identified for transitioning services back to City or over to another service provider upon termination of either the entire Agreement or termination of selected Services (e.g., Service Tower(s)). Service Provider will provide a plan for such termination events as applicable.
- Service Provider will provide access to the Successor to conduct the knowledge transfer activities; this includes the documentation, naming conventions, Third Party Software, and so on.
- Service Provider will coordinate with City to create very detailed, systematic plans with go/no-go decision points and appropriate fallback plans before the termination of Services.
- Service Provider will provide a wall-to-wall inventory to the Successor.

2.0 People Processes

2.1 Transfer of Service Provider staff to City or new City Service Provider

Service Provider will provide to the Successor reasonable access to Service Provider and subcontractor(s) that are dedicated to the Services of the existing City contract. The access would part of a structured interview and transfer of staff process subject to the agreements and obligations guiding Service Provider.

3.0 Management Processes

3.1 Project Management

The first level of the model hierarchy is a termination assistance management committee that will have the authority to resolve issues and make decisions as necessary during the termination assistance period. The second level will consist of the overall termination assistance management team composed of Service Provider and successor termination assistance managers. This team will be the focal point of all termination assistance activity and will bring status, plans, and issues to the termination assistance management committee in a regularly scheduled meeting. They will coordinate and control the activities across the Service Towers by working closely with the Service Tower leads and subproject managers who will be assigned specific termination assistance components. A group of subproject managers will report to and support the Service Tower leads—the third level of the hierarchy—and will be assigned to specific termination assistance components.

If necessary, the termination assistance management committee will develop a project schedule as a termination assistance planning foundation at the level of detail necessary to enable Service Provider to build the required Service Provider activities into a Detailed Termination Assistance Plan.

3.2 Issue Management

The termination assistance management committee will consist of Service Provider, Successor, and City leadership including a Service Provider and a City termination assistance manager. The Service Provider and Successor termination assistance managers will bring issues and status information to the committee on a regular schedule to have decisions made and to inform key leadership about status. The termination assistance management committee will meet biweekly for a regularly scheduled session or more frequently if the situation dictates.

The Service Provider termination assistance manager is the owner and focal point of the termination assistance and is responsible for all termination assistance activity. The Service Provider termination assistance manager will manage a group of Service Tower leads who are responsible for termination assistance for their assigned Service Tower.

3.3 Risk Management and Mitigation

Service Provider's Risk Management and Mitigation methodology is an iterative process for identification, mitigation, and avoidance of risks. As a part of the early planning process, there will be reviews of the project plans to identify potential risks and develop mitigation plans. City will be a key participant in the risk identification and mitigation process during disentanglement start-up. The Service Tower leads will hold these meetings, document risk mitigation plans, and execute the mitigation as necessary throughout the framework disentanglement.

A key component of the risk management plan is the termination assistance communication plan. The communication plan contains information about regularly scheduled meetings that will regularly review plans for potential risks and develop mitigation plans for them.

Before Service Provider terminates any Services, City will be involved in reviews, go-no-go decisions, and completion approval sessions.

Service Provider will create very detailed systematic plans with go/no-go decision points and appropriate fallback plans before the disentanglement of services. Each of these decision points will involve testing and validation activities before a decision to perform the cut over. Before the

larger cutovers, Service Provider will work with the City to develop a set of acceptance criteria to demonstrate completeness of the activity and make the approval process flow smoothly.

3.4 Policy/Procedure Documentation Access and Transfer

The termination assistance team will use industry-standard management processes to ensure that Service Provider has completely planned, thoroughly documented, systematically implemented, and thoroughly tested the disentanglement before acceptance. These processes are a combination of project management, system engineering, and general management techniques used within the IT industry and across other business sectors as well. In addition, Service Provider will use specific processes and policies that are company or product unique to implement individual tasks to accomplish disentanglement.

This process will include Service Provider identifying, collecting and providing to the City all City technical, configuration, architectural and operational documentation including the City's Procedures Manual.

3.5 Disentanglement Reporting (type and frequency)

Service Provider will provide to City management a weekly written report covering the progress and status of the termination assistance. The weekly reports will continue until Service Provider has completed all of the termination assistance activities and City has accepted them. Service Provider will write reports and organize them by Service Tower and task; Service Provider's reports will contain the following information:

- Key responsible person
- Scheduled completion date
- Estimated actual completion date
- Completion status
- Percent complete
- Actual completion date
- Key issues and comments.

During the Termination Assistance period, the termination assistance team may discover information that may have a notable Services or financial change impact. Service Provider will identify and review such issues with the City.

4.0 Technology

4.1 Handover Procedures

The rules of cutover and handover will be agreed upon and signed off by the Successor, City, and Service Provider. Service Provider will follow mutually agreed upon and approved termination assistance handover procedures with appropriate acceptance criteria. Service Provider will assist the Successor to maintain effective communication during the handover process.

4.2 Physical Hardware, Software, Networks and Data Transfer

Service Provider and subcontractors will provide the transfer of physical hardware, Software, networks, and data transfer in the physical or electronic transfer methodology requested that are consistent with the service capabilities defined with in the Agreement.

5.0 Legal/Financial

5.1 License Transfer

Subject to the Parties' rights and obligations under the Agreement, and Service Provider's intellectual property rights with respect to Software, (i) Service Provider will provide copies of any Service Provider Software then in use in accordance with the terms of the Agreement and (ii) Service Provider will provide reasonable assistance to City and the Successor in connection with the transfer to the Successor of Third Party Software then in use, or in securing rights to use such Software.

Subject to the Parties' rights and obligations under the Agreement with respect to Software, Service Provider will generate and provide a current listing of (i) the City Software then in use and (ii) any Third Party Software then in use, both in a form reasonably requested by City.

Service Provider will provide source code, object code, and related documentation in Service Provider's possession for City Software.

Subject to the Parties' rights and obligations with respect to Third Party Software under the Agreement, Service Provider will provide any other Software and related documentation then in use that City is authorized to use.

5.2 Asset Transfer

Service Provider will provide a wall-to-wall inventory to the Successor. Service Provider Service Tower leads will investigate and resolve any discrepancies resulting from the comparison of the physical inventories. The Successor will manage and maintain the resulting final complete master inventory list for the duration of the Termination Assistance period.

Service Provider will provide asset transfer for all City-owned or leased equipment and other City assets used by Service Provider to perform the Services on the agreed cutover periods.

6.0 Service Provider Termination Assistance Plan Roles and Responsibilities

Table 1. Service Provider Termination Assistance Responsibilities

Service Provider Role	Responsibilities	Comments
Termination Assistance Manager	Manage termination assistance of all Service Towers.	Build and manage Service Provider project plan during the project.
Data Center Lead	Detail and manage termination assistance activities.	Coordinate the server data capture and cut-over events.
Service Desk Lead	Detail and manage termination assistance activities.	Provide knowledge transfer staff and historical data.
End-User Support Lead	Detail and manage termination assistance activities.	Provide knowledge transfer staff and historical data.
Network Lead	Detail and manage termination assistance activities.	Provide knowledge transfer staff and historical data.

Service Provider Role	Responsibilities	Comments
Applications Lead	Detail and manage termination assistance activities.	Provide knowledge transfer staff and historical data.
End of Table		

7.0 Termination Assistance Plan

Service Provider will provide disentanglement to enable the Services to continue without interruption and facilitate an orderly transfer of Services.

7.1 Tasks Required to Disentangle Services Back to City or Another Provider

If Termination Assistance Services are requested by the City in accordance with the Agreement, Service Provider will provide the following:

(a) Service Provider will provide assistance to City and the Successor with the development of a plan for the disentanglement of equipment, Software, data, and documentation owned by or leased to City and used by Service Provider and all operations performed by Service Provider, each as part of the Services from Service Provider to the Successor (the “Detailed Termination Assistance Plan”). The Detailed Termination Assistance Plan may include, among other things, performance of (i) the Services described in this proposal, (ii) similar or related activities for which Service Provider is responsible, and (iii) a plan by Service Tower.

(b) Service Provider will familiarize qualified personnel identified by the Successor with the equipment, Software, processes, procedures, and documentation used in performance of the Services that are to be transferred.

(c) Service Provider will provide the Successor with such information regarding the Services as is prudent or reasonably necessary to implement the Termination Assistance Plan and for the Successor to assume responsibility for, and continue the performance of, the Services in an orderly manner. Service Provider will make reasonable efforts to minimize disruption in the operations of City caused by its performance of disentanglement, including identifying key support contacts (names and telephone numbers) of Service Provider personnel during the disentanglement.

(d) Service Provider will provide the Successor with reasonable access to and use of City’s equipment, data, documentation, and Software; Service Provider personnel; Third Parties; and other resources then being used by Service Provider to provide the Services (subject to Service Provider’s reasonable security requirements, its contractual obligations to Third Parties, and its continuing obligation to perform Services for City). Service Provider’s obligations are subject to any prohibitions or restrictions on the use or disclosure of Third Party Software contained in applicable license agreements.

(e) Before providing the disentanglement, Service Provider will have the right to request and receive from the Successor (if the Successor is not City) written assurances that the Successor will maintain the confidentiality of Service Provider’s Confidential Information disclosed or provided to the Successor during the termination assistance process.

- (f) All Successor personnel are to be skilled in the performance of similar service.

7.2 Phases

If required, Service Provider will follow a three-phased approach to disentanglement. This approach will apply to all Service Towers. The three phases are the following:

- Phase 1 - Preparatory services
- Phase 2 - Disentanglement services
- Phase 3 - Post-Disentanglement services.

7.2.1 Phase 1 - Preparatory Services

- (a) Prepare that portion of the Termination Assistance Plan detailing Service Provider's responsibilities, including as appropriate, schedules and resource commitments.
- (b) Provide to the Successor (subject to the Agreement's provisions concerning confidentiality and intellectual property) copies of all manuals and documentation relevant to, and used by Service Provider in, performing the Services including, without limitation, (i) relevant portions of any Disaster Recovery Plan that apply to City; (ii) access to City data, Software, and inventories; (iii) configuration information; (iv) all manuals and other relevant technical documentation (in a mutually agreed digital format) ordinarily used or necessary for the performance of Services, and (iv) 1 year of historical data information related to satisfying Service Levels.
- (c) Provide to the Successor copies of other information regarding the Services that may be required to implement the Termination Assistance Plan, and, to the extent available, and in the form ordinarily maintained during the course of performance.

For example, Service Provider will provide then-current End-User profiles from the service desk, problem and change management records, and asset tracking records for the 12-month period before expiration or termination.

Any Third Party contracts related to the delivery of the Services are to be transferred to or administered by the Successor (e.g., copies of security tables, rules, and End-User lists used in the provision of the Services).

- (d) Identify and provide the control release levels for systems Software in City environments.
- (e) Review and explain the documentation and manuals to the Successor's operations staff.
- (f) Provide assistance to the Successor in their notification to Third Party service providers of the procedures to be followed during the disentanglement.
- (g) Provide to the Successor information about naming conventions then in effect.
- (h) Subject to the Parties' rights and obligations under the Agreement and Service Provider's intellectual property rights with respect to Software, (i) provide copies of any Service Provider Software then in use in accordance with the terms of the Agreement and (ii) provide reasonable assistance to City and/or the Successor in connection with the transfer to Successor of Third Party Software then in use, or in securing rights to use such Software.
- (i) Subject to the Parties' rights and obligations under the Agreement with respect to Software, generate and provide a current listing of (i) the City Software then in use and (ii) any Third Party Software then in use, both in a form reasonably requested by City.
- (j) Provide to the Successor reasonable access to Service Provider personnel who were performing the Services to facilitate the orderly transfer of the Services to the Successor.
- (k) Provide any City data stored on Service Provider equipment to the Successor in a mutually agreed digital form, as reasonably requested.

- (l) Cooperate with the Successor and participate in the preparation and conducting of disentanglement testing to assist in the orderly transfer of Services insofar as within Service Provider's control.
- (m) Provide to the Successor current and pending project plans authorized by City and status to assist the Successor to carry out such plans without unreasonable disruption of City's operations. Provide for the orderly handoff of ongoing projects or a reasonable bridge services agreement (as may be mutually agreed) to complete essential projects after the termination or expiration of the Agreement.
- (n) Provide asset listings for all City-owned or -leased equipment and other City assets used by Service Provider to perform the Services, in a mutually agreed digital format.
- (o) Provide any additional incidental services not specified by this schedule as reasonably requested by City.

7.2.2 Phase 2 - Disentanglement Services

As part of disentanglement, Service Provider will perform its responsibilities under the Termination Assistance Plan for the following disentanglement services, and such others as may be mutually agreed:

- (a) In conjunction with the Successor, conduct a rehearsal before cutover to the Successor at a time reasonably acceptable to the Parties.
- (b) Remove City data and City Confidential Information from Service Provider's systems, and assist the Successor in loading same on its systems.
- (c) Transfer responsibility to the Successor for off-site backup tape and document storage.
- (d) Make available requested City data and City Confidential Information (in mutually agreed digital form) stored on personal computers and servers for which Service Provider is responsible, including backup data.
- (e) Provide assistance to the Successor with the transfer of operational responsibility, including providing assistance and cooperation in the execution of parallel operation and testing.
- (f) Provide source code, object code, and related documentation in Service Provider's possession for City Software.
- (g) Subject to the Parties' rights and obligations with respect to Third Party Software under the Agreement, provide any other Software and related documentation then in use that City is authorized to use.
- (h) Assist in the conduct of disentanglement testing.

7.2.3 Phase 3 - Post-Disentanglement Services

Service Provider will perform the following post-disentanglement services (and such others as may be mutually agreed, or required by the Agreement):

- (a) Provide additional, incidental assistance at City's request to ensure continuity of operations, to the extent within Service Provider's control (bearing in mind that Service Provider's staff engaged in performance of Services for City may disperse after the Agreement expires or terminates).
- (b) Return to City (or destroy, if so directed by City in writing, as provided below) without additional charge, any property of City in Service Provider's possession, including any remaining reports, documentation, data, and other Confidential Information, subject to applicable terms of the Agreement.

- (c) Certify to City in writing that all City data, files, and Confidential Information have been removed from Service Provider's systems provided, in accordance with the Agreement, however, that Service Provider may retain one copy of such materials only to the extent necessary for Service Provider to comply with its audit and record retention responsibilities under the Agreement.

SCHEDULE 17

GOVERNANCE AND SERVICE PROVIDER KEY PERSONNEL

to the

MASTER SERVICES AGREEMENT

By and between

CITY OF SANTA CLARA

and

SERVICE PROVIDER

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Schedule 17

Governance and Service Provider Key Personnel

1.0 Overview

1.1 General

This is Schedule 17 (Governance and Service Provider Key Personnel) to the Agreement. This document sets forth the roles and responsibilities of the Parties for the governance and governance processes and activities provided under the Agreement as part of the Services. These processes and activities, as further detailed in this Schedule, are required to provide and support the Customer's overall relationship with the Service Provider. The governance aspect of the Agreement is extremely important to ongoing and operational success of the relationship between both Parties, as well as the success of the operational management of the Agreement.

1.2 Definitions

Unless otherwise defined in this Schedule or an Exhibit to this Schedule, capitalized terms used in this Schedule and the Appendices to this Schedule will have the meanings set forth in the Agreement or Schedule 1 (Definitions) to the Agreement. Other terms used in this Schedule and the Appendices to this Schedule and in the applicable Statement of Work are defined where they are used and have the meanings there indicated. Those terms, acronyms, phrases and abbreviations utilized in the IT services industry or other pertinent business context will be interpreted in accordance with their generally understood meaning in such industry or business context.

1.3 References

Any reference herein to a particular Section number or Appendix or other attachment will mean that the reference is to the specified Section in, or Appendix or other attachment to, this Schedule, except to the extent that the cross-reference expressly refers to another document.

1.4 Governance Objectives

Customer recognizes that governance and relationship management processes are essential components for successful ongoing Customer-Service Provider relationship satisfaction. The Customer requires an effective system of internal controls and management to achieve the following:

- Compliance with the terms of this Schedule, the Agreement and all applicable Laws
- Maximization of economic and strategic value of the relationship for both Parties through continuous improvement
- Effective and efficient day-to-day management of services to ensure that the Services and Service Levels are delivered are cost effective and meeting Customer requirements
- Definition, documentation and reliability of financial and operational controls, audit and compliance
- Effective communication to all designated stakeholders
- To define clear governance-related obligations, roles and responsibilities between the Customer and Service Provider
- To enable the alignment of the direction of the Services with Customer strategic business objectives

- To monitor and oversee the performance of the Services so that they are provided in accordance with the Agreement (including all Schedules, Appendices, Supplements and Attachments)
- To drive early identification and resolution of performance issues
- Define the escalation path for issue resolution so that issues are resolved that cannot be resolved in the ordinary course of providing the Services
- To oversee the integration of the Customer and Service Provider processes
- To develop, monitor and maintain integrated processes such as Project Management, Change Management and quality assurance
- To make sure that changes do not result in any disruption to the Customer's business operations
- Promote mutual trust and respect
- Taking ownership of activities to serve the Customer's business needs
- Working within the mutually agreed upon structure regarding processes and procedures
- Assisting the Customer in its planning activities as required
- Ensuring proactive, continued and appropriate communication

2.0 Key Roles

Customer and Service Provider will each establish and maintain governance teams of senior IT and business professionals that, throughout the Agreement life cycle, will:

- Monitor Service Provider performance metrics including contracted SLAs
- Dedicate sufficient time and resources to make the relationship a success
- Support the Customer strategic and tactical planning processes for in scope services, including IT linkage to business objectives and technology standards and architectures
- Determine and protect the business interests and reputation of the Customer

Customer will designate certain roles of Service Provider staff as Key Service Provider Personnel which are listed in the table below.

Key Service Provider Personnel are listed in the following table:

Role	Name
Account Executive	TBD
Services Director*	TBD
Applications Service Delivery Manager*	TBD
Infrastructure Service Delivery Manager*	TBD
End-User Service Delivery Manager*	TBD
Service Desk Service Delivery Manager	TBD
PMO Lead*	TBD
Enterprise Architect*	TBD
Information Security Officer*	TBD

* Role is dedicated exclusively to Customer account

The roles are described below:

2.1 Account Executives

Each Party shall designate an individual (for the Customer, the “the Customer Account Executive” and, for Service Provider, the “Service Provider Account Executive”), who shall be each Party’s primary point of contact for all matters relating to the Agreement.

The Service Provider Account Executive shall be at a minimum:

- Provide executive leadership at Service Provider’s corporate level and have overall accountability for the Services
- The primary relationship manager between the Service Provider and the Customer
- Knowledgeable about all Services being provided under this Agreement including the Service Provider Service Tower services and projects and be knowledgeable about Service Provider subcontractor and Third Party services and how all of these integrate to provide services for the Customer
- Responsible for ensuring the IT Services are delivered consistently and seamlessly across all Services Towers
- Aware of all contractual commitments and obligations made by Service Provider under the Agreement, including those agreed to by the Parties to address areas of service improvement and new solutions, and able to report and articulate the status of all such commitments
- Responsible for ensuring that all contractual commitments and obligations made by Service Provider under the Agreement, including those agreed to by the Parties to address areas of service improvement and new solutions are achieved by Service Provider
- Experienced at running services equal in size, scope and complexity to those of the Customer
- Otherwise acceptable to Customer

The Service Provider Account Executive shall have overall responsibility for directing all of Service Provider’s activities and shall be vested by Service Provider with all necessary authority to act for Service Provider in connection with all aspects of the Agreement.

The Service Provider Account Executive and Service Provider Services Director roles may not be fulfilled by the same person.

2.2 Services Directors

Each Party shall designate an individual (for the Customer, the “the Customer Services Director” and, for Service Provider the “Service Provider Services Director”), who shall be each Party’s primary point of contact for day to day operational activities relating to the Agreement.

The Service Provider Services Director shall be at a minimum:

- Service Provider’s day-to-day authority for making operational decisions
- Responsible for coordinating service delivery across all Service Towers and ensuring the IT Services are delivered consistently and seamlessly across all Services Towers
- Able to competently report to Customer on Service Provider performance and operational issues at the Service Tower level

- Aware of all contractual commitments made by Service Provider under the Agreement, including those agreed to by the Parties to address areas of service improvement and new solutions
- Responsible for managing and reporting on all contractual commitments made by Service Provider under the Agreement, including those agreed to by the Parties to address areas of service improvement and new solutions
- Escalating issues relating to Service Provider's contractual commitments under the Agreement, including those agreed to by the Parties to address areas of service improvement and new solutions
- Primary contact point for service integration and demand management across all in scope Service Towers and third parties as applicable
- Responsible for integrated service performance tracking and reporting, including Service Levels, service improvement plans and other service performance metrics and reports (e.g. Balanced Scorecard)
- The primary Services manager between the Service Provider and the Customer
- Knowledgeable about all Services being provided under this Agreement including the Service Provider Service Tower services, migrations and projects and be knowledgeable about Service Provider subcontractor and Third Party services and how all of these integrate to provide services for the Customer
- Experienced at running services equal in size, scope and complexity to those of the Customer
- Otherwise acceptable to the Customer

The Service Provider Services Executive shall have overall responsibility for directing all of Service Provider's activities and shall be vested by Service Provider with all necessary authority to act for Service Provider in connection with all aspects of the Agreement.

The Service Provider Account Executive and Service Provider Services Director roles may not be fulfilled by the same person.

2.3 Service Delivery Managers

Each Party shall designate individuals (for Service Provider, the "Service Provider Service Delivery Manager" and for the Customer, the "the Customer Service Performance Manager") for the Service Towers defined in Schedule 3 and for the Customer-designated sub-service areas. These individuals shall be each Party's primary point of contact for all matters relating to that Service Tower or sub-service area. Service Provider Service Delivery Managers shall be at a minimum:

- Knowledgeable about:
 - The assigned Service Tower or sub-Service Tower, including the Customer's business requirements and Service Level Agreements
 - Other Service Provider Tower or sub-Service Tower services, and any associated Service Level Agreements, that impact their assigned area
 - Service Provider subcontractor and Third Party services
 - How all of these integrate to provide Services for the Customer
- Experienced at running information technology services of a size, scope and complexity that are minimally equal in size, scope and complexity to those of the Customer

- Knowledgeable about Service Provider's best practices, tools, standard processes and procedures
- Authorized to make decisions and grant authorizations and approvals on their Party's behalf
- Otherwise acceptable to the Customer

The primary role of the Service Provider Service Delivery Managers and the Customer Service Performance Managers is to take ownership of the day-to-day operational relationships between the Service Provider's information technology service delivery and Customer business. This involves managing and coordinating the appropriate resources to ensure optimal service delivery to ensure that all issues raised are resolved in accordance with the applicable procedures and Service Level Agreements.

2.4 Project Management Office (PMO) Lead

Service Provider shall designate a Project Management Office (PMO) Lead to the Customer. The PMO Lead shall oversee and manage the service delivery of Service Provider's PMO office and shall provide input to the Customer's overall PMO Lead. The Service Provider's PMO Lead shall facilitate that established project management standards are adhered to and consistently applied across all Projects owned by the Service Provider. The PMO Lead shall at a minimum:

- Be knowledgeable of the Customer's business strategy, objectives, processes and operations
- Be knowledgeable about established project management standards and processes in the Customer environment
- Be experienced in overseeing a portfolio of projects and managing project managers to ensure projects remain on time and on budget
- Be experienced in managing and overseeing project proposals
- Be vested by Service Provider with all necessary authority to act for Service Provider in connection with all aspects of the Services pertaining to the PMO function
- Participate in governance meetings in Schedule 17, as relevant
- Review and approve all PMO deliverables owned by the Service Provider prior to submission to the Customer
- Possess a Project Management Professional (PMP) certification from the Project Management Institute (PMI) or equivalent experience in Project Management frameworks.

The Service Provider PMO Lead role may not be fulfilled by the same person that fulfils either the Account Executive or Service Provider Services Director roles.

2.5 Enterprise Architect

Service Provider will provide an Enterprise Architect to the Customer. The Enterprise Architect shall work with Customer to build a holistic view of the Customer's strategy, IT processes, data, and information technology assets. Through this process, the Enterprise Architect is responsible for ensuring that the Customer's business and IT are aligned.

The Enterprise Architect shall be at a minimum:

- Knowledgeable of the Customer's business strategy, objectives, processes and operations

- knowledgeable of the evolving IT marketplace, including emerging IT trends, technologies and solutions
- Keep Customer's IT architecture flexible and responsive to new IT opportunities
- Possess broad knowledge of hardware, software, application, and systems engineering
- Possess knowledge of IT governance and IT operations
- Possess the ability to explain technical and complex issues to Customer in ways that non-technical persons can understand
- Possess project and program management planning and organizational skills

2.5.1 Information Security Officer

Service Provider shall designate an Information Security Officer to Customer. The Information Security Officer shall have overall responsibility for all information security-related aspects of the Services, including coordination of information security efforts across all Service Towers. The Service Provider Information Security Officer shall at a minimum:

- Be knowledgeable of Customer information security policies, standards and procedures
- Take ownership of all information security-related aspects of the Services
- Create internal operating procedures to support and enforce Customer policies and procedures in order to ensure the Availability, integrity, and confidentiality of Customer assets and data
- Manage and coordinate the appropriate resources to ensure optimal service delivery and ensure that all information security-related issues raised are resolved in accordance with the applicable policies, procedures and Service Levels
- Develop, manage and maintain the Cybersecurity Plan (See Schedule 3A)
- Be vested by Service Provider with all necessary authority to act for Service Provider in connection with all aspects of the Services pertaining to information security
- Review and approve all information security related deliverables prior to submission to Customer
- Have proven past experience in a similar information security role in and IT environment of similar scope and scale
- Possess one or more of the following certifications: Certified Information Security Manager (CISM), Certified Information Systems Security Professional (CISSP)

2.6 Additional Governance Functions

The following are additional the Customer and Service Provider governance functions that are essential to managing the relationship. If required, specific Service Provider individuals can be assigned and added to Service Provider Key Employees, specifically in the areas of:

- Financial Management
- Performance Management
- Contract Management

2.6.1 Financial Management

Customer and Service Provider Financial Management function monitors and manages financial administration practices and procedures associated with the contract ensuring that financial controls are in place and aligned with the contract. Financial Management function activities include:

- Acting as primary contact for all billing and financial issues
- Developing and reviewing invoices, charges, budget performance, identifying disparities and variances to plans and recommending corrective action
- Applying and reviewing fee reductions to the applicable reporting period and assisting with the identification of problem areas

2.6.2 Performance Management

Customer and Service Provider Performance Management function takes overall responsibility for ensuring Service Provider performance meets business requirements and recommends continuation, improvement or problem resolution to ensure that business requirements are met. This function includes:

- Leading the measurement process by which Service Level Agreements are assessed
- Reviewing and monitoring performance, recommending corrective action and facilitating the development of continuous improvement plans
- Monitoring and reporting on the status of Service Provider commitments and obligations under the Agreement, including those agreed to by the Parties to address areas of service improvement and new solutions
- Monitoring and reporting on the status of Service Provider's fulfillment of staffing obligations (e.g., FTE resource counts and requirements)
- Conducting exploratory activities to determine how to raise performance levels and recommending changes in Service Level Agreements, where appropriate, to ensure that they properly reflect business needs, while balancing costs

2.6.3 Contract Management

Customer and Service Provider Contract Management function manages the contractual relationship between the Customer and the Service Provider. This function includes:

- Leading and facilitating contract activities from contract signing through Service Provider transition and ongoing operations
- Monitoring compliance with contract terms and conditions and providing recommendations to resolve issues related to non-compliance
- Managing the escalation process to address all contract management issues
- Identifying and managing Service Provider fee reductions, based on performance metrics and contract terms, in accordance with the Customer procurement policies

Customer and Service Provider Contract Manager roles work closely with the Customer procurement and legal departments to:

- Create, negotiate and incorporate amendments into the Agreement
- Coordinate the contract negotiations/re negotiations process to accommodate scope changes or changes to business requirements

3.0 Governance Process

3.1 Governance Structure

The following sections defines a framework for the Agreement oversight committees, including the participants, their responsibilities and the activities of those roles that are responsible for the administration of governance processes.

In the event that Service Provider wishes to change the positions or committee members identified herein to represent it on a committee, any such proposed change shall be subject to the prior approval of the Customer.

The following table provides a summary of the governance committees:

Committee Name	Scope Summary	Key Participants	Meeting Frequency
Executive Strategy Committee	High-level strategic and operational issues relating to the Agreement.	<ul style="list-style-type: none"> • Senior executives from each Party, including the Customer's CIO • Executive management, including Service Provider's Account Executive 	Quarterly
Management Review Committee	Overseeing the overall operation of the Agreement including the integration of the individual Services provided by Service Provider or Third Parties to service the Customer programs, reviewing Service Provider performance and addressing service management issues	<ul style="list-style-type: none"> • Service Provider Services Director (chair) • Service Provider Service Delivery Managers and technical leads • Customer Service Performance Managers (e.g., enterprise computing, Service Desk, End User support, and application management, configuration and maintenance) and technical leads 	Monthly
Operations Management Committee (Steady State)	Overseeing the day-to-day operation of the steady state Services	<ul style="list-style-type: none"> • Service Provider Services Director (chair) • Service Provider Service Delivery Managers and technical leads • Customer Service Performance Managers (e.g., enterprise computing, Service Desk, End User support, and application management, configuration and maintenance) and technical leads 	Weekly

Service Tower Review Committee	Overseeing the operations, initiatives and projects at the Service Tower level	<ul style="list-style-type: none"> • Service Provider Services Director (chair) • Service Provider Service Delivery Managers and technical leads • Customer Service Performance Managers (e.g., enterprise computing, Service Desk, End User support, and application management, configuration and maintenance) and technical leads 	Bi-weekly
Operations Management Committee (Projects)	Overseeing the day-to-day operation of project Services	<ul style="list-style-type: none"> • Service Provider PMO Lead (chair) • Service Provider Project Managers and Services Area technical management and staff • Corresponding representation from the Customer. 	Bi-weekly

3.1.1 Executive Strategy Committee

The Executive Strategy Committee will be comprised of senior executives from each Party, including the Customer's CIO and executive management and by Service Provider's Account Executive and Services Director who will meet to discuss high-level strategic and operational issues relating to the Agreement.

The Executive Strategy Committee responsibilities shall include the following:

- Review Balanced Scorecard, discuss achievements against established goals and develop (as required) additional plans to address areas where the Balanced Scorecard goals are not being met
- Report on contractual commitments made by Service Provider under the Agreement, including those agreed to by the Parties to address areas of service improvement and new solutions
- Provide additional commitments, as required, to address any deficiencies in Service Provider's achievement in meeting its contractual commitments and obligations under the Agreement, including those agreed to by the Parties to address areas of service improvement and new solutions
- Address relevant high-level issues appropriate for an executive-level discussion

- Set direction and goals for the sourcing relationship and ensure alignment between the Customer and Service Provider on the Customer's outsourcing needs and direction and Service Provider's capabilities and desires
- Provide guidance for the future and strategic direction of the relationship
- Review Service Provider performance against the Customer's business goals and business objectives
- Review and make decisions regarding the introduction of new initiatives and service offerings and value-added business opportunities within the framework of the Agreement and SOWs
- Address the overall health of the relationship to ensure both Parties' objectives are being met
- Address major relationship and alignment issues, disputes, recommendations, and Service and contract changes that have been escalated to this level

The Executive Committee shall meet on a quarterly basis; provided, however, either Party may, by providing written notice to the other Party of at least five (5) business days, convene a special session of the Executive Committee as necessary to address issues arising under the Agreement including a pending Dispute as described in the Agreement.

For each such meeting, the Parties shall agree upon the location for the meeting in advance. Prior to each such meeting, Service Provider shall prepare a suggested agenda, with active input from the Customer Program Executive. The Service Provider shall deliver the agreed-upon agenda to the Customer at least ten (10) Business Days prior to the meeting. Service Provider shall make available its senior management personnel to answer questions from the Customer's senior management personnel regarding the agenda items for such meeting. Further, either Party from the Executive Strategy Committee may invite industry subject matter experts to participate in such meetings to facilitate information exchange and increase the value of the strategies discussed.

3.1.2 Management Review Committee

The Management Review Committee, comprised of program and IT management from the Customer and the Service Provider, shall be responsible for overseeing the overall operation of the Agreement including the integration of the individual Services provided by Service Provider or Third Parties to service the Customer programs, reviewing Service Provider performance and addressing service management issues. Issues that cannot be resolved by this committee shall be escalated to the Executive Steering Committee.

The Management Review Committee shall be chaired by the Service Provider Services Director. Its members shall include the Service Provider Services Director, Service Performance Managers (e.g., enterprise computing, Service Desk, End User support, and application management, configuration and maintenance), technical leads and Service Provider corporate Service Tower leads (on a rotational basis). Any additional temporary Service Provider attendees will be agreed upon between the Parties in advance of the committee meetings.

The Management Review Committee shall meet on a monthly basis; provided, however, either Party may, by providing written notice to the other Party of at least five (5) business days (or at the discretion of the Customer), convene a special session of the Management Review Committee as such Party determines is necessary, including to address a pending Dispute as described in the Agreement.

The Management Review Committee agenda and reporting presented during the meeting shall be structured as required to cover content associated with each SOW, or other sub Service Tower, as identified by the Customer.

The Management Review Committee responsibilities shall include the following:

- Reviewing reporting regarding Service Provider's compliance with the Service Level Agreements for all Services (reporting to be provided and reviewed at the Service Tower level)
- Identifying negative service performance trends and recommending corrective actions to address same
- Reporting on all contractual commitments made by Service Provider under the Agreement, including those agreed to by the Parties to address areas of service improvement and new solutions
- Reviewing status of projects by Service Tower and recommending corrective actions to address same
- Reviewing performance failures and associated credits under Schedules 3 and 4 (e.g., Service Improvement Commitments, Service Level Agreements, Corrective Assessments, Operational Deliverables)
- Reviewing and approving Root Cause Analysis findings related to Service Level Defaults and any other previous issues
- Reviewing and making decisions regarding requests for Service Provider-requested exceptions to Service Level Defaults
- Providing direction for performance improvement, enterprise technology, security, and business continuity policy to the Service Area teams
- Planning for new Services and removal of Services
- Reviewing staffing and resource planning deliverables as defined in Schedule 3A – Cross Functional Services SOW
- Reviewing project forecasts and action items
- Reviewing Service Provider reporting on split of its account resources as it relates to operations versus project-based work
- Reviewing all financial arrangements, including invoices submitted by the Service Provider
- Reviewing the Customer's satisfaction with the Service Provider Key Employees
- System performance and capacity Customer review and planning
- Addressing Problems, disputes, Incidents, trends and Change Requests that have been escalated to this level
- Addressing such other matters as one Party may bring to the other

Prior to each such meeting, the Service Provider shall prepare a suggested agenda, with active input and review and approval from the Customer Program Executive. The Service Provider shall deliver the agreed-upon agenda to the Customer at least five (5) Business Days prior to the meeting, if such meetings take place monthly, or at least two (2) Business Days prior to the meeting, if such meetings take place on a weekly basis. The Service Provider shall make available its senior management personnel to answer questions from the Customer's senior management personnel regarding the agenda items for such meeting. Further, either Party may

invite industry subject matter experts to participate in such meetings to facilitate information exchange and increase the value of the strategies discussed.

3.1.3 Operations Management Committee (Steady State)

The Operations Management Committee is a joint team comprised of IT and business management from the Customer and the Service Provider (e.g., program and/or Service Area/sub–Service Area personnel) and shall be responsible for overseeing the day-to-day operation of the steady state Services.

The Operations Management Committee shall be chaired and facilitated by the Service Provider Program Executive or his/her designee. Its members shall include Service Provider Service Delivery Managers and Service Area technical management and staff and shall include corresponding representation from the Customer.

The Operations Management Committee shall meet on a bi-weekly basis and responsibilities shall include the following:

- Providing oversight of all day-to-day operational service delivery, service management and operational process, including:
 - Incident Management process, including Service Desk first contact Resolution (FCR) reporting and trending; and FCR Incident list review and augmentation
 - Problem Management process
 - Change Management process
 - Asset Management process
 - Business Event Management process
 - Service Level Management process
 - Ensuring reporting meets requirements in this document and is executed effectively
 - Ensure operations personnel and processes adhere to regulatory compliance requirements created by Compliance Team
 - Communicating results to the Management Review Committee
- Addressing operational and Service delivery issues arising during the previous week
- Reviewing Root Cause Analysis findings associated with Service Level Defaults and other previous issues
- Addressing outstanding or unresolved issues or trends
- Reviewing requests for Service Provider-requested exceptions to Service Level Defaults
- Reviewing progress reports and performance improvement plans and make recommendations directly to the Management Review Committee
- Planning for future changes
- Reviewing Problems, disputes, Incidents and Change Requests
- Driving continuous innovation and efficiency of the Services over time
- Addressing such other matters as one Party may bring to the other

In addition to the weekly joint Operations Management Committee meeting, specific operations team meetings can be called if required at the Customer's discretion for specific Service Area or the Customer programs to address the items listed above.

Prior to each meeting, Service Provider shall prepare a suggested agenda, with active input from the Customer Performance Managers.

3.1.4 Service Tower Review Committee

Service Tower Review Committee is a joint team comprised of IT and business management from the Customer and the Service Provider (e.g., program and/or Service Area/sub–Service Area personnel) and shall be responsible for overseeing the operations, initiatives and projects at the Service Tower level.

The Service Tower Review Committee shall be chaired and facilitated by the Service Provider Program Executive or his/her designee. Its members shall include Service Provider Service Delivery Managers and Service Area technical management and staff and shall include corresponding representation from the Customer.

The Service Tower Review Committee shall meet on a bi-weekly basis. For each such meeting, the focus shall be on a single Service Tower or Sub-Service Tower (e.g., Service Desk/End User Services, Enterprise Compute, Applications, Cybersecurity) and responsibilities shall include the following:

- Workplans
- Key priorities
- Key initiatives
- Transformation
- Addressing such other matters as one Party may bring to the other

In addition to the monthly Service Tower Review Committee meeting, specific operations team meetings can be called if required at the Customer's discretion for specific Service Area or the Customer programs to address the items listed above.

Prior to each meeting, Service Provider shall prepare a suggested agenda, with active input from the Customer Performance Managers.

3.1.5 Operations Management Committee (Projects)

The Operations Management Committee – Projects is a joint team comprised of IT and business management from the Customer and the Service Provider (e.g., program and/or Service Area personnel) and shall be responsible for overseeing the day-to-day operation of project Services and the PMO.

The Operations Management Committee – Projects shall be chaired and facilitated by the Service Provider PMO Lead and is responsible for providing oversight to those projects the Service Provider manages. Its members shall include Service Provider Project Managers and Services Area technical management and staff and shall include corresponding representation from the Customer.

The Operations Management Committee – Projects shall meet on a bi-weekly basis and responsibilities shall include the following:

- Review, approving, and determining the priority of and assigning Project to Service Provider and retained Services delivery teams
- Addressing project Service issues
- Reviewing changes to scope, timing and/or cost
- Addressing outstanding or unresolved issues or trends
- Reviewing progress reports
- Planning for future projects
- Managing the request lifecycle, including closure and verification
- Reviewing the Service Provider's compliance with the Service Level Agreements and project milestones
- Addressing such other matters as one Party may bring to the other

In addition to the weekly joint Operations Management Committee – Projects meeting, specific project team meetings can be called if required at the Customer's discretion for specific project or the Customer programs to address the items listed above.

Prior to each meeting, the Service Provider shall prepare a suggested agenda, with active input from the Customer Performance Managers.

3.2 Day-to-Day Management Processes

During the transition period, the Customer-approved formal procedural, reporting and communication processes and structures will be established in order to manage the delivery of the IT services to be provided by the Service Provider in an efficient and effective manner. In addition, governance committee agendas, attendees, inputs and outputs shall be refined and finalized subject to the Customer's approval. They will be documented and maintained by the Service Provider, as approved by the Customer and modified and updated on an ongoing basis to reflect changes to the business and operational relationship.

Service Provider and the Customer will agree upon additional points of contact and a reporting structure covering day-to-day operations and reviews of the Service Provider's performance. These may include technical, financial, and Service Level Agreements reviews as well as the resolution of any other issues that may arise. These reporting schedules will be documented and maintained by the Service Provider in an online repository integrated into the broader IT Service Management suite and accessible to the Customer's management team. A regular meeting schedule will be required for the different reporting levels established, with ongoing 24-hour access to all of the Service Provider points of contact when required. In addition to the processes and procedures as described in the SOWs, Service Provider must provide processes and procedures acceptable to the Customer that can be used to manage day-to-day relationship processes and shall include:

- Incident / Problem resolution
- Resolving disputes and Change Requests
- Dispute resolution
- Resolving Root Cause Analysis of any previous issues
- Addressing outstanding or unresolved issues
- Contract change management
- New business requests

- Performance reporting (e.g., Service Level Agreements, project status, outstanding Service Request status)

3.3 Communications

Communications between the Customer and the Service Provider shall, wherever possible and practicable, be face to face. Video or audio conferences will be the second choice of communication medium. Where video or audio conferences are not practical, e-collaboration will be the fall-back communication medium.

All formal meetings shall take place during normal the Customer Business Hours whether face to face or video or audio conferences and shall:

- Be set with an agenda per above in advance and have an identified chairman and note taker. The agenda should have clear directions of location and/or medium to be used; date and time of meeting; topic items to be covered and the expected outcome for each topic; owners of each topic; and any pre-work to be undertaken by topic owners or attendees
- Be documented with minutes by the notetaker, and such minutes are to include high-level summaries of key discussion points, future actions with expected deadlines and those persons responsible for the actions. Minutes should be distributed to attendees and missing attendees and any persons with actions to be taken
- Identify the person who shall be responsible for organizing the next meeting.

Each member of a committee or designated participant in a meeting described herein shall make all reasonable efforts to attend each session of the applicable meetings. If such person is not able to attend a meeting, he or she shall send a delegate in his or her place who is properly briefed and prepared and shall follow up with such delegate after the meeting. Any such replacement of a Service Provider member must be reasonably acceptable to the Customer.

3.4 Work Prioritization

Customer and Service Provider shall plan for and schedule Service Provider Key Personnel and Service Provider's support personnel in accordance with (a) ongoing maintenance and steady state support needs, consistent with Service Level Agreements and the provisions of the applicable Statements of Work, and (b) business priorities, as determined by the Customer, will be established and updated periodically for the upcoming 90-day forecast. Service Provider shall forecast resource usage and required skill sets from the resource volumes with approval of the Customer, and endeavor to balance the workloads so that skills are available when needed, gaps are recognized in a timely manner, and Service Provider has sufficient staffing to perform its obligations hereunder. The Parties shall use quarterly variance trends and reports of expended effort, resource availability and variances, to assist with future staffing and skill requirements.

Service Provider's Services Director shall provide ongoing reporting on a monthly basis as part of the Management Review Committee with respect to Service Provider's split of its account resources as it relates to operations versus project-based work. The reporting shall include data on current account resourcing and forecasting for the following three month period.

4.0 Balanced Scorecard

Service Provider shall work with Customer to develop a balanced scorecard, which will serve and the primary artifact to be reviewed during the Executive Strategy Committee meetings. The balanced scorecard is required to gauge service performance, relationship quality and business alignment on an ongoing basis. In addition to quantitative SLAs, the scorecard will be balanced to

reflect qualitative measures such as Customer satisfaction, compliance to SOW roles and responsibilities, working environment from both Customer and Service Provider perspectives, continuous improvement, and other items that would reflect the effectiveness and acceptance of the delivered Services.

The following are the key areas that are to be measured and reported:

- Overall performance (e.g., operations, projects, contractual commitments and obligations, deliverables, Key Service Provider Personnel, named Service Provider resources)
- Improvement plan progress and results
- Operations and project-based resources demand and capacity Customer reporting and demand forecast
- Understanding Customer business
- End User satisfaction with the Services

The scorecard will serve as the primary vehicle for measuring the overall success of the relationship; therefore, it will be used by operational teams and governance bodies as a key standing agenda item.

For any work greater than 40 hours or involving oversight for different towers by a Project Management office, the following responsibilities will be applicable.

5.0 Project Management Office Services

Table 1.

	General Project Management Office Roles and Responsibilities	Unisys	Customer
1.	Initiate project kick off meeting	X	
2.	Attend project kick off meeting		X
3.	Define project objectives		X
4.	Determine project requirements and scope		X
5.	Identify project stakeholders		X
6.	Provide necessary project documentation		X
7.	Allocate project budget and resources		X
8.	Create project schedule and allocate resources	X	
9.	Define project milestones, timelines, and acceptance criteria	X	
10.	Develop a detailed project plan (including deliverables and milestones)	X	
11.	Review and approve project milestones, timelines, and acceptance criteria		X
12.	Review and approve project plans and deliverables		X
13.	Define roles and responsibilities for the project	X	
14.	Manage adherence to project management methodologies	X	
15.	Monitor project progress and update stakeholders	X	
16.	Review project progress and provide feedback and approval		X

	General Project Management Office Roles and Responsibilities	Unisys	Customer
17.	Manage project risks and issues	X	
18.	Communicate project updates and Changes to stakeholders	X	
19.	Approve project Changes and deviations		X
20.	Prepare project reports and documentation	X	
21.	Deliver project outcomes and deliverables	X	
22.	Accept and validate project deliverables		X
23.	Confirm projects meet acceptance criteria established in the project scope	X	
24.	Review and approve acceptance criteria		X

Table 2. Demand Management Roles and Responsibilities.

	Demand Management Roles and Responsibilities	Unisys	<Customer>
25.	Submit the request using the Project Initiation Request (PIR) form for Unisys projects		X
26.	Define the scope of the project including roles, responsibilities, dependencies, and details which support the project scope.	X	
27.	Participate to define, review, and approve the scope of the project including roles, responsibilities, dependencies, and details which support the project scope.		X
28.	Prepare project scope document to capture the following details and submit document to Customer for review and approval. [Author, update list as needed.] <ul style="list-style-type: none"> • Project resources • Organizational chart • Responsibility matrix • Milestones • Deliverables • Assumptions • Constraints • Dependencies • Checkpoint meeting • Acceptance criteria 	X	
29.	Review and approve the PIR, initiating PIR signature and PO generation as required.		X
30.	Assign Unisys resources identified and in line with the agreed project plan.	X	
31.	Assign Customer resources identified and in line with the agreed project plan.		X

Table 3.

	Project Management Services Roles and Responsibilities	Unisys	Customer
32.	Schedule and manage the project kick off meeting between Unisys and Customer.	X	

	Project Management Services Roles and Responsibilities	Unisys	Customer
33.	Manage the overall project, project plan and project schedules.	X	
34.	Coordinate project activities between Unisys resources and Customer resources.	X	
35.	Identify and assess the potential impact of, and determination of mitigation options for, risks having potential impact to the identified key milestones or deliverables to enable corrective actions to be taken by Unisys, Customer, or third parties.	X	
36.	As required, assist in risk mitigation and corrective actions required by Customer or third parties.		X
37.	Communicate to stakeholders, Unisys and Customer project personnel, and others, identified as informed parties, as to the project progress, status, and other information according to the project communication plan.	X	
38.	Identify, assign, track, and escalate, as appropriate, project issues occurring during project phases or raised during quality gate reviews.	X	
39.	Conduct steering committee meetings to review: <ul style="list-style-type: none"> • Status of live projects • Changes requiring approval. • Formal closure of completed projects. • Escalations and any decision making required. • Top risk and issues review • Unisys purchase orders awaiting approval, in solutioning and awaiting approval to solution. • Produce overall portfolio plan view 	X	
40.	Prepare a project communications plan to support the success of the project. The plan will outline the audience, method, frequency, and sender for the stakeholder messages related to the project (e.g., meeting occurrences, deliverable acceptance requests, formal approvals, etc.) and note any communications constraints or assumptions. <u>[Author, update this responsibility according to the project scope.]</u>	X	
41.	Approve project communications plan. <u>[Author, update this responsibility according to the project scope.]</u>		X
42.	Provide regular status and progress reports, including meeting minutes and ad-hoc reports.	X	
43.	Follow the Agreement to manage project Changes.	X	
44.	Follow established Agreement to request or approve or reject project Change Requests as required.		X
45.	Manage and maintain required Changes to the project scope document.	X	
46.	Review and approve revisions to the project scope document.		X
47.	For approved Changes to the project scope document: <ul style="list-style-type: none"> • Assign resources and tools required to deliver the project. • Leverage Unisys project management methodology to deliver the project. • Apply Unisys risk management methodology to the project. • Meet regularly review project progress with the Customer. 	X	

	Project Management Services Roles and Responsibilities	Unisys	Customer
	<ul style="list-style-type: none"> Follow escalation process outline below when issues arise which affect agreed upon timelines for the project. 		
48.	Manage technical activities and project resources throughout the entire duration of the project.	X	
49.	Participate in project activities, governance meetings and review and approve Services.		X
50.	Own and drive the continuous improvement efforts for the Unisys in-scope Services.	X	
51.	Review and approve continuous improvement solution		X

Table 4. Unisys Project Management Resource Roles and Responsibilities.

	Project Management Positions Roles and Responsibilities	Unisys	Customer
PMO Lead			
52.	Provide project team leadership and project oversight.	X	
53.	Manage complex projects including project budget.	X	
54.	Lead project team, including setting project objectives and priorities.	X	
55.	Assign and review project tasks, performance, and staffing requirements.	X	
56.	Create project statement of work to document project expectations and roles.	X	
57.	Report project risk and mitigation status to project sponsors and responsible for requesting assistance as needed.	X	
58.	Provide updates to project sponsors; communicate deliverables, conduct meetings, obtain required sponsor sign off, and final acceptance to close project successfully.	X	
59.	Manage Change Management according to the Agreement.	X	
60.	Manage activities of resources or groups of team members.	X	
61.	Manage project demands and participate in analysis, design, and development of solutions to meet Customer demands. Manage the progress of the demand, resource allocation, risk management, and project requirements.	X	
62.	Manage project definition, cost justification, analysis, design, development, modification, implementation, and supports project proposals.	X	
63.	Oversee project development and quotes according to all published standards and rates.	X	
64.	Consult with analysts and Customer and share technical expertise through the development and distribution of documentation.	X	
65.	Manage communications for demand management and status through regular written and/or oral communications, meetings, and status reports.	X	
Project Manager			
66.	Manage resources or groups assigned to the project.	X	
67.	Performs work assignments related to the management of large systems projects. Formulates plans, oversees, and participates in analysis, design, development, and implementation of computer applications. Formulates project plans, oversees, and participates in review of progress, and has ultimate responsibility of the completion of the project on schedule and within budget. Provides resource allocation and support to confirm successfully completed work assignments. Identifies potential problem areas and implements solutions. Work with Customers within one or more departments to identify requirements for new projects.	X	
68.	Manages accurate project definition, cost justification, analysis, design, development, hardware and software	X	

	Project Management Positions Roles and Responsibilities	Unisys	Customer
	selection, modification, implementation, and maintenance of the project. Manages the implementation of complex or technical projects, including large system development, enhancements, or distributed system projects.		
69.	Manage the development and implementation according to project guidelines.	X	
70.	Provide training and/or support the development of documentation.	X	
71.	Provide regular written and/or oral communications, meetings, and status reports.	X	

Customer Project Resources

The following Customer project resources are assigned to provide project goals, requirements and project objectives. The Customer will assign the following resources, which play a key role in approving project plans, monitoring project progress and managing change within the organization.

The following table identifies the Customer positions roles and responsibilities associated with this SOW. An “X” is placed in the column under the party that will be responsible for performing the task.

Table 5. Customer Project Resource Roles and Responsibilities.

	Customer Position's Roles and Responsibilities	Unisys	Customer
72.	Identify needed project Services.		X
73.	Participate in the project request and provide all necessary details. (e.g., project service required, urgency of the request, and any relevant documentation)		X
74.	Provide clarification or additional information, including specific requirements or details.		X
75.	Submit a Request for Unisys Project resources, if applicable.		X
76.	Monitor the progress of the project request and delivery within the agreed-upon timeframe.		X
77.	Provide feedback on the quality of the project.		X
78.	Oversee Customer escalation management and collaborate with Unisys project lead to escalate issues or concerns and address issues promptly.		X
79.	Review and approve requests.		X
80.	Oversee the project on behalf of the Customer, monitor alignment with the Customer objectives and monitor the progress of the project.		X
81.	Communicate project progress, issues, and risks with Customer stakeholders.		X
82.	Review and approve the project plan, scope of the project, timelines, deliverables, and budget.		X
83.	To review and approve potential risks and mitigation strategies.		X
84.	Manage Changes to the project scope, schedule, budget, and monitor Changes for proper documentation, communication, review, and approval.		X
85.	Collaborate with Unisys project lead and monitor project for quality standards and controls.		X
86.	Manage Customer project resources, including personnel, equipment, and materials, to verify that they are allocated effectively and efficiently.		X
87.	Collaborate with Unisys project lead and manage project issues, including identifying the root cause, develop issue resolution plan, and communicate issue resolution to Customer stakeholders.		X
88.	Review and approve requests and support process optimization.		X
89.	Review and provide input to develop the project plan, including project scope, timelines, deliverables, and budget.		X
90.	Manage Customer project resources, provide guidance, support, and manage resources to meet Customer objectives.		X

	Customer Position's Roles and Responsibilities	Unisys	Customer
91.	Review and approve potential risks and develop mitigation strategies.		X
92.	Communicate project progress, issues, and risks with Customer stakeholders, project resources, and management.		X
93.	Manage Changes to the project scope, schedule, budget, and monitor Changes for proper documentation, communication, reviewed, and approved.		X
94.	Collaborate with Unisys project lead and monitor project for quality standards and controls.		X
95.	Manage Customer project resources, provide guidance, support, and manage resources to meet Customer objectives.		X
96.	Review and approve potential risks and develop mitigation strategies.		X
97.	Review and approve requests support process optimization.		X
98.	City to manage and oversee Third Party projects		X

IMPLEMENTATION PROJECTS**Unisys Managed Projects**

For Project execution led by Unisys, the following RACI Matrix is applicable:

Task	Responsible	Accountable	Consulted	Informed
Project Charter	Unisys PM	Unisys PM	IT Business Lead Tower Leads	Project Stakeholders
Project Planning	Unisys PM	Unisys PM	Tower Leads IT Business Lead Project Team	Project Stakeholders
Project Status/Reporting	Unisys PM	Unisys PM	Project Team	IT Business Lead Project Stakeholders
Issue/Risk Management	Unisys PM	Unisys PM	IT Business Lead Project Team	Project Stakeholders
Vendor Engagement	Unisys PM	IT Business Lead	Project Team IT Business Lead	
Project Deliverable Execution (IT & Business)	Project Team	Unisys PM	IT Business Lead Tower Leads	Project Stakeholders
Project Escalation	IT Business Lead	Unisys PM	Tower Leads Project Team	Project Stakeholders PMO
Technical Documentation	Project Team	Unisys PM	Vendor Tower Leads	IT Business Lead
User/Training Documentation	Vendor City Trainer Project Team	Unisys PM	Vendor IT Business Lead	
End User Communications	IT Business Lead	Unisys PM	City Trainer Project Team	Project Stakeholders
Project Internal Communications	Unisys PM	Unisys PM	IT Business Lead	Project Stakeholders
Resource Management	Unisys PM	Business Leads Tower Leads	IT Business Lead	
Project Budget Management	IT Business Lead	Dept CIO	Vendor	Unisys PM
Operational Support Model	Unisys PM	Tower Leads	IT Project Team	IT Business Lead

City Managed Projects (Unisys Managed IT Resources)

For Project execution led by City of Santa Clara, the following RACI Matrix is applicable:

Task	Responsible	Accountable	Consulted	Informed
Project Charter	City PM	City PM	Unisys PM Tower Leads	Project Stakeholders
Project Planning	City PM	City PM	Unisys PM	Project Stakeholders
Project Status/Reporting	City PM	City PM	Unisys PM	Project Stakeholders
Issue/Risk Management	City PM	City PM	Unisys PM	Project Stakeholders
Vendor Engagement	City PM	City PM	Unisys PM	
Project Deliverable Execution (Business)	Business Team	City PM	Vendor	Unisys PM
Project Deliverable Execution (IT)	IT Project Team	Unisys PM	Vendor Tower Leads City PM	
Technical Documentation	IT Project Team	Unisys PM	Vendor Tower Leads	City PM
User/Training Documentation	Vendor City Trainer	City PM	Vendor	
End User Communications	City PM	City PM	City Trainer Project Team	Project Stakeholders
Project Internal Communications	City PM	City PM	Unisys PM	Project Stakeholders
Resource Management	City PM	Department Heads Tower Leads	Unisys PM	
Project Budget Management	City PM	CIO	Vendor	PMO
Operational Support Model	Unisys PM	Tower Leads	IT Project Team	City PM

SCHEDULE 18
APPROVED SUBCONTRACTORS
TO
MASTER SERVICES AGREEMENT
BY AND BETWEEN
CITY OF SANTA CLARA
AND
UNISYS CORPORATION

Schedule 18

Approved Subcontractors

1. Pinnacle Technical Resources dba Pinnacle Group, 5501 Lyndon B Johnson Fwy Ste 600, Dallas, TX 75240
2. Hexaware 185 Hudson Street, Suite 2400, Jersey City, NJ 07302.
3. Dell Global Services 1 Dell Way, Round Rock, Texas, 78682, United States

SCHEDULE 20

RESERVED

to the

IT MANAGED SERVICES AGREEMENT

between

THE CITY OF SANTA CLARA

and

UNISYS CORPORATION

[RESERVED]

SCHEDULE 21

RESERVED

to the

IT MANAGED SERVICES AGREEMENT

between

THE CITY OF SANTA CLARA

and

UNISYS CORPORATION

[RESERVED]

SCHEDULE 24
CONSENTS
TO
MASTER SERVICES AGREEMENT
BY AND BETWEEN
CITY OF SANTA CLARA
AND
UNISYS CORPORATION

Schedule 24

Consents

As of the Effective Date of this Agreement, there are no tools owned or provisioned by Service Provider that Customer requires Consents.

As of the Effective Date of this Agreement, there are no tools owned or provisioned by Customer that Service Provider requires Consents.

In the event any Consent is required by either Party during the Term, the provisions in Section 4.4 apply and this Schedule 24 will be updated through the Change Control Procedures.

SCHEDULE 25

RESERVED

to the

IT MANAGED SERVICES AGREEMENT

between

THE CITY OF SANTA CLARA

and

UNISYS CORPORATION

[RESERVED]

SCHEDULE 26
INVOICE FORMAT
TO
MASTER SERVICES AGREEMENT
BY AND BETWEEN
CITY OF SANTA CLARA
AND
UNISYS CORPORATION

Schedule 26

Invoice Format

Monthly invoice format will be finalized during Transition Services and will include the following either on the invoice or the invoice backup supplied to the City of Santa Clara.

(i) **Main Invoice - Monthly**

- a. Fees by Service Tower
 - i. Fees for Service Tower A
 - ii. Fees for Service Tower B
 - iii. Fees for Service Tower C
 - iv. Fees for Service Tower D
- b. Customer Project pool (excluding SVP Project Pool)
 - i. Total project pool
 - ii. Project pool utilized in the month
 - iii. Available project pool
- c. Pass-Through Costs
 - i. Name of contract/agreement
 - ii. Costs
- d. Adjustments
 - i. Service Credits
 - ii. Earnback
 - iii. Any other adjustments
- e. Levi Stadium Operations

(ii) **Service Tower invoice – Monthly**

- a. Base Service Fees
 - i. Resource Baseline
 - ii. Amount
 - iii. Variable Fees
 - 1. ARC/RRC units beyond dead-band
 - 2. ARC/RRC monthly rate
 - 3. Total variable charges
- b. FTE Charges
 - i. Roles
 - ii. Title of resources
 - iii. Fees
- c. Projects
 - i. Project Name

Schedule 26 – Invoice Format

1. Resource Title
 2. Project hours – Total and Billable (Beyond Project Pool) Hours
 3. Rate
- d. Adjustments
- i. Adjustments based on vacancies, absence of FTEs
 - ii. Service Credits, Earnback
 - iii. Any other adjustments

SCHEDULE 27
INTERNAL CONTROLS AND PROCEDURES
TO
MASTER SERVICES AGREEMENT
BY AND BETWEEN
CITY OF SANTA CLARA
AND
UNISYS CORPORATION

Schedule 27

Internal Controls and Procedures

Unisys has implemented certain controls with regard to vetting potential employees, granting of system privileges and auditing access, as follows:

- Unisys hiring process includes interviews and background checks.
- Background checks are completed on all prospective employees prior to hire as permitted by law. For any new hires, these checks assess work history, education, and criminal record. Drug screenings are also conducted.
- For specified Unisys employees, Unisys will comply with additional, defined background check requirements as reasonably required based on the employee's role, e.g., with respect to Unisys employees supporting the City's Public Safety.
- Unisys employees have a continuous performance appraisal process, including management review, input from peers, professional and personal development goals, and evaluation of technical and security proficiency.
- Annual security awareness training is required to be completed by all Unisys employees. Unisys employees are encouraged to pursue continuous education on technical and security topics.
- Annual training is required of every Unisys employee with regard to Unisys Code of Ethics and Business Conduct and the Anti-Bribery policy. Every Unisys employee must certify their compliance with these policies. Targeted training with business teams on compliance policies is conducted as required.
- Separation of duties is implemented so that no single Unisys employee has universal access. All actions by highly privileged employees are audited and the audit logs are stored in a data repository that the employee does not have access to.
- Principles of least privilege are implemented to limit an employee's scope of access to that which is required to perform his or her job duties.
- Logical connectivity is controlled via a sequence of jump boxes, one on the Unisys network and the other on the City's network. In order for Unisys staff to access the City's systems, the employee must request access to each system separately and then pass the review process for each system via two distinct and separate approval processes. Once approved and granted access, the Unisys employee must authenticate through both systems each with conditional multifactor authentication.
- Accounts are promptly disabled upon termination of a Unisys employee's employment or upon the Unisys employee leaving the City's account.
- A third-party auditing firm performs an annual SSAE-16 audit of the internal Unisys processes.

SCHEDULE 28
FINANCIAL RESPONSIBILITY MATRIX
TO MASTER SERVICE AGREEMENT
BY AND BETWEEN
CITY OF SANTA CLARA
AND
UNISYS CORPORATION

Schedule 28**Financial Responsibility Matrix****1. Financial Responsibility Matrix – Hardware**

	Own	Refresh	Upgrade / Enhance - Capital Improvements	Install, Move, Add, Change (IMAC)	3rd Party Maintenance Contracts	Services	Cost of Spares	Cost for Disposal
Hardware at Customer Locations								
Infrastructure Servers	Customer	Customer	Customer	Service Provider	Customer	Service Provider	Customer	Customer
Storage media/devices	Customer	Customer	Customer	Service Provider	Customer	Service Provider	Customer	Customer
Data center Facilities HW (UPS, Generator, Physical Security Devices)	Customer	Customer	Customer	3rd Party	Customer	Service Provider	Customer	Customer
Network Devices (Such as ports, modems, interface equipment and terminals)	Customer	Customer	Customer	Service Provider	Customer	Service Provider	Customer	Customer
Desktops/Laptops - Used by Customer	Customer	Customer	Customer	Service Provider	Customer	Service Provider	Customer	Customer
Customer provided sample units (e.g. desktop, laptop, cellular devices) - Used by Service Provider	Customer	Customer	Customer	Service Provider	Customer	Service Provider	Customer	Customer
Desktops/Laptops - Service Provider provided - Used by Service Provider staff	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
Printers, plotters, multi-function devices, copiers, scanners	Customer	Customer	Customer	3rd Party	Customer	Service Provider	Customer	Customer
Mobile Data Terminal (MDT) / Mobile Data Computer (MDC)	Customer	Customer	Customer	Service Provider	Customer	Service Provider	Customer	Customer
Cellular devices - Used by Customer	Customer	Customer	Customer	3rd Party	Customer	Service Provider	Customer	Customer
Cellular devices - Used by Service	Service	Service	Service	Service	Service	Service	Service	Service

	Own	Refresh	Upgrade / Enhance - Capital Improvements	Install, Move, Add, Change (IMAC)	3rd Party Maintenance Contracts	Services	Cost of Spares	Cost for Disposal
Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider	Provider
Smart phone's / PDAs - Used by Customer	Customer	Customer	Customer	3rd Party	Customer	Service Provider	Customer	Customer
Smart phone's / PDAs - Used by Service Provider	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
All Hardware at Service Provider Locations other than Customer provided sample units	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider

2. Financial Responsibility Matrix – Facilities

	Financial Responsibility
Customer facilities	Customer
Service Provider staff at Customer facilities	
Long distance telephone calls	Customer financially responsible for direct cost related to providing Services to Customer
Local telephone calls	
Use of office space	
Consumables	
Use of other office equipment	

3. Financial Responsibility Matrix – Personnel

Personnel Type*	Salary, Benefits, Other Compensation, adjustments and related Taxes.	Travel	Training (Job specific)	Training (New skills required for Customer requested projects)	Severance	Post Service Commencement - On-boarding of new employees (e.g. hiring, Service Provider internal process training, knowledge transfer (if done in parallel with existing staff))
Contract Staff - Type 1	Service Provider	Customer	Service Provider	Customer	Service Provider	Service Provider
Contract Staff - Type 2	Service Provider	Customer	Service Provider	Customer	Service Provider	Service Provider

Personnel Type*	Salary, Benefits, Other Compensation, adjustments and related Taxes.	Travel	Training (Job specific)	Training (New skills required for Customer requested projects)	Severance	Post Service Commencement - On-boarding of new employees (e.g. hiring, Service Provider internal process training, knowledge transfer (if done in parallel with existing staff))
Contract Staff - Type 3	Service Provider	Service Provider	Service Provider	Customer	Service Provider	Service Provider
Contract Staff - Type 4	Service Provider	Service Provider	Service Provider	Customer	Service Provider	Service Provider
Contract Staff - Type 5	Service Provider	Service Provider	Service Provider	Customer	Service Provider	Service Provider
Contract Staff - Type 6	Service Provider	Service Provider	Service Provider	Customer	Service Provider	Service Provider

* - Classification of Personnel Type

- Contract Staff - Type 1 – Service Provider personnel providing Services and deployed for more than 3 months from Customer Locations
- Contract Staff - Type 2 – Service Provider personnel providing Services and deployed for less than 3 months from Customer Locations
- Contract Staff - Type 3 – Service Provider personnel providing Services and deployed for more than 3 months from Service Provider Locations
- Contract Staff - Type 4 – Service Provider personnel providing Services and deployed for less than 3 months from Service Provider Locations
- Contract Staff - Type 5 – Service Provider personnel providing Services and deployed on Long Term Commitment (> 1 Year) or dedicated FTE from Customer Locations
- Contract Staff - Type 6 – Service Provider personnel providing Services and deployed on Long Term Commitment (> 1 Year) or dedicated FTE from Service Provider Location

4. Financial Responsibility Matrix – Software

	License	Refresh	Upgrade / Enhance - Capital Improvements	Install, Move, Add, Change (IMAC)	Services	3rd Party Maintenance Contracts
Customer Desktop OS	Customer	Customer	Customer	Service Provider	Service Provider	Customer
Customer Desktop Applications	Customer	Customer	Customer	Service Provider	Service Provider	Customer
Service Provider internal employee Desktop OS	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider

Schedule 28 – Financial Responsibility Matrix

	License	Refresh	Upgrade / Enhance - Capital Improvements	Install, Move, Add, Change (IMAC)	Services	3rd Party Maintenance Contracts
Service Provider internal employee Desktop Applications	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
Server OS	Customer	Customer	Customer	Service Provider	Service Provider	Customer
Server based Applications and applications provided as a service	Customer	Customer	Customer	Service Provider	Service Provider	Customer
Service Provider provides tools identified in Schedule 22, Service Provider Software	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider	Service Provider
Customer provided tools identified in Schedule 19, Customer Software	Customer	Customer	Customer	Service Provider	Service Provider	Customer

SCHEDULE 29
CUSTOMER INSURANCE REQUIREMENTS
TO
MASTER SERVICES AGREEMENT
BY AND BETWEEN
CITY OF SANTA CLARA
AND
SERVICE PROVIDER

Schedule 29

Customer Insurance Requirements

**INSURANCE COVERAGE REQUIREMENTS
FOR PROFESSIONAL SERVICES**

Without limiting the Service Provider's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Service Provider shall purchase and maintain in full force and effect during the period of performance of the Agreement and for thirty-six (36) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance but only to the extent of the liabilities assumed by Service Provider as set forth in the Indemnification Article of this Agreement as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Service Provider's insurance. The minimum coverage, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$5,000,000 Each Occurrence
\$5,000,000 General Aggregate
\$5,000,000 Products/Completed Operations Aggregate
\$5,000,000 Personal Injury

2. Limits may be satisfied in combination with excess/umbrella policies on a following form basis.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Service Provider to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Service Provider included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Service Provider or any Sub-contractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Service Provider and its employees. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than ten million dollars (\$10,000,000) per claim and ten million dollars (\$10,000,000) in the aggregate. Any coverage containing a deductible or self-retention must first be disclosed to the City Attorney's Office.

E. CYBER LIABILITY

Cyber Liability Insurance covering claims involving infringement of intellectual property, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with minimum limits of \$10,000,000 per claim and in the aggregate.

F. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds but only to the extent of the liabilities assumed by Service Provider as set forth in the Indemnification Article of this Agreement in respect to liability arising out of Service Provider's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Service Provider shall contain language or be endorsed to contain wording making it primary insurance but only to the extent of the liabilities assumed by Service Provider as set forth in the Indemnification Article of this Agreement as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess

insurance only and shall not be called upon to contribute with Service Provider's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or material modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or material modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Schedule 29, above.

G. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Service Provider and City agree as follows:

1. Service Provider agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Service Provider, provide the same minimum insurance coverage required of Service Provider, except as with respect to limits. Service Provider agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Service Provider agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Service Provider agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Service Provider for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Service Provider in the event of material noncompliance with the insurance requirements set forth in this Agreement.

H. EVIDENCE OF COVERAGE

Prior to Effective Date of this Agreement, Service Provider, and its Sub-contractor shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City however, such satisfactory approval shall not be unreasonably withheld, and as described in this Agreement. Service Provider shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

I. EVIDENCE OF COMPLIANCE

Service Provider or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. In the event of any claim or potential claim and upon City's reasonable request, Service Provider shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara
Information Technology Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

J. QUALIFYING INSURERS

All of the insurance companies providing insurance for Service Provider shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.