



**Exhibit to Data Center Services
to Multisourcing Service Integrator
Master Services Agreement
DIR Contract No. DIR-DCS-MSI-MSA-001**

Between

**The State of Texas, acting by and through
the Texas Department of Information Resources**

and

Capgemini America, Inc.

**Attachment 2
Pricing and Financial Provisions**

April 13, 2012

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ATTACHMENT 2
PRICING AND FINANCIAL PROVISIONS

Update Methodologies and Attachments to **Attachment 2**

The following update methodologies and attachments are incorporated as part of **Attachment 2**:

Title	Methodology for Updating Associated Exhibit Attachments
<u>Attachment 2</u> Pricing and Financial Provisions	<u>Attachment 2</u> may only be modified by formal amendment, in accordance with <u>Section 21.7</u> of the MSA.
<u>Attachment 2-A</u> Service Provider Pricing Forms	<u>Attachment 2-A</u> may be updated in accordance with the provisions in <u>Attachment 2</u> . Any changes not provided for in <u>Attachment 2</u> shall be modified by formal amendment, in accordance with <u>Section 21.7</u> of the MSA.
<u>Attachment 2-B</u> Financial Responsibility Matrix	<u>Attachment 2-B</u> may only be modified by formal amendment, in accordance with <u>Section 21.7</u> of the MSA
<u>Attachment 2-D</u> Resource Baselines	<u>Attachment 2-D</u> may be updated in accordance with the provisions in <u>Attachment 2</u> . Any changes not provided for in <u>Attachment 2</u> shall be modified by formal amendment, in accordance with <u>Section 21.7</u> of the MSA.
<u>Attachment 2-E</u> Service Tier Matrix	<u>Attachment 2-E</u> updates are made in accordance with the version control procedures set forth in <u>Attachment 6-B</u> , Section 2.1, of the Service Management Manual

1. Introduction

This Exhibit describes the methodology for calculating the Charges for all of the Services provided during the WITO Period, unless otherwise expressly provided in the Agreement. In addition, this Exhibit describes the measurement and tracking of resource utilization.

All capitalized terms used and not defined in this Exhibit shall have the same meanings given them in the Agreement and other Exhibits.

2. Accuracy, Completeness and Interpretation

Service Provider shall be responsible for the accuracy and completeness of the operational and financial assumptions underlying its pricing, and if such assumptions are incorrect or incomplete, Service Provider shall not be entitled to adjust its pricing or any other terms of the Agreement.

All Charges calculated in accordance with this Exhibit shall be invoiced to DIR by Service Provider in accordance with the applicable invoice and payment provisions set forth in **Section 12** of the Agreement.

Unless otherwise specified, (i) Section or Attachment references in this Exhibit refer to the Sections of or Attachments to this Exhibit, respectively, and (ii) Exhibit references in this Exhibit are to Exhibits of the Agreement.

3. Monthly Base Charges

The Monthly Base Charges for the WITO Period are set forth in **Attachment 2-A** and are the fixed charges to DIR for Service Provider's provision of the Services in accordance with the levels of Resource Unit (RU) usage included in the Monthly Resource Baselines set forth in **Attachment 2-D**. The Monthly Base Charges may only be modified over time in accordance with the Agreement, including this Exhibit. Service Provider acknowledges and agrees that the Annual Base Charges, as adjusted pursuant to this Exhibit, fully compensate Service Provider for providing the Services at the Resource Unit usage levels of the Monthly Resource Baselines. Service Provider shall invoice DIR on a monthly basis in accordance with **Section 12.1** of the Agreement. If the actual consumption of a Resource Unit in any month is greater or less than the applicable Monthly Resource Baseline, an Additional Resource Charge (ARC) or Reduced Resource Credit (RRC) shall be applied, as provided in this Exhibit. Service Provider acknowledges and agrees that the combined total of the Base Charge plus the ARC or minus the RRC fully compensate the Service Provider for providing the Services at the actual consumption volume of a Resource Unit in a month for all Resource Unit Categories inclusive of the Consolidated Data Centers and the Non Consolidated Service Locations. The Service Provider shall not impose any fixed or monthly required minimum fees or support level pricing for any Resource Baseline or at the

total contract level; in no event will DIR be required to pay Service Provider for volumes not consumed or utilized by DIR.

4. Resource Unit Measurement Methodology

In managing the provision of Resource Units, Service Provider shall maintain the flexibility to respond to changes in DIR's and DIR Customers' demand for the Services on a day-to-day and month-to-month basis, particularly as to those portions of the Services where DIR and DIR Customers experience significant variations in demand. Unless otherwise provided in the Agreement, if the provision of the Services requires increased dedicated support, additional resources, or extended hours of service, Service Provider shall provide such support, resources, or extended hours of service at no additional charge to DIR or DIR Customers (other than for ARCs, as provided herein, and amounts for which DIR is financially responsible as expressly provided in **Attachment 2-B**).

Billable Resource Unit usage during the WITO Period is reported to the Service Provider on a one time basis by IBM to determine DIR Customers' actual utilization of such Resource Units compared to the applicable Monthly Resource Baseline for purposes of calculating ARCs and RRCs. Billable Resource Unit usage for the WITO Period will be measured once, prior to the WITO Period commencement.

Service Provider shall be responsible for recording all ARCs and RRCs due, and for reflecting these amounts in each Monthly Invoice. Service Provider shall present all applicable ARCs and RRCs for a particular month in one Monthly Invoice in accordance with **Section 12.1** of the Agreement. Service Provider will calculate ARCs and RRCs using the applicable ARC rates and RRC rates for each Resource Unit Category.

5. Additional Resource Charges and Reduced Resource Credits (ARCs and RRCs)

DIR Customers' increased or decreased consumption of Resource Units may result in ARCs or RRCs as set forth herein. After the completion of each month during the WITO Period, Service Provider shall calculate ARCs and RRCs as set forth in this Section based on the resource unit measurement methodology described in section 4 of this document.

Service Provider shall be responsible for recording all ARC amounts due and RRC credits due, and for reflecting these amounts in the Monthly Invoice. All applicable ARCs and RRCs for a particular month shall be presented in one (1) invoice. ARCs billed and RRCs credited in a subsequent month's invoice will be calculated using the rates applicable in the month in which the ARCs or RRCs were incurred.

After the completion of each month subsequent to the WITO Period commencement, Service Provider shall determine the quantity of Resource Units actually consumed for each Resource Unit Category by each DIR Customer using

the resource unit measure methodology describe in section 4. There shall be no change in the Charges otherwise payable to Service Provider during a given month unless the number of Resource Units for a Resource Unit Category actually used during such month exceeds or is less than the applicable Monthly Resource Baseline. In the event such actual use exceeds or is less than the applicable Monthly Resource Baseline, Service Provider shall invoice DIR for an ARC or credit DIR a RRC, as applicable, as follows:

If DIR Customers' consumption of any Resource Unit is above the applicable Monthly Resource Baseline, DIR must pay the applicable ARC for each such Resource Unit at the applicable ARC rate, calculated as follows:

$$\text{ARC} = [(\text{Actual Resource Units} - \text{Monthly Resource Baseline}) \times \text{ARC rate}]$$

If DIR Customers' consumption of any Resource Unit is below the applicable Monthly Resource Baseline, DIR shall be credited the applicable RRC for each such Resource Unit at the applicable RRC rate, calculated as follows:

$$\text{RRC} = [(\text{Monthly Resource Baseline} - \text{Actual Resource Units}) \times \text{RRC rate}].$$

The unit rates for ARCs and RRCs will be symmetrical.

6. Transition and Transformation Charges

No Transition or Transformation milestones will be billable during the WITO Period.

7. U.S. Dollars

All Charges are expressed and shall be paid in U.S. Dollars.

8. Charges for New Services

If and to the extent that DIR requests Service Provider to perform any New Services in accordance with the terms of the Agreement, the Charges shall be adjusted in accordance with the corresponding proposal submitted by Service Provider and approved by DIR in accordance with **Section 11.5** of the Agreement; provided, however that to the extent that any New Services are FTE-based, the Charges for such New Services shall be subject to the terms of Section 19.9.8, unless the Parties otherwise agree in writing.

9. Chargeback

The MSI is responsible coordinating all invoicing activity for all other DCS Service Providers. The Service Component Providers are responsible for data collection, data integrity, and providing data to the MSI for Chargeback purposes. The MSI will provide a monthly detailed invoice for each DIR Customer for all Charges that are billable in a format approved by DIR as outlined below:

1. Services billed on a Resource Unit basis, except those related to Print and Mail Services, and ASU Services and co-location Services will be invoiced based on the April 2012 Resource Unit volumes and Charges, as applicable. The MSI will also allocate the chargeback for the ASU Charges as instructed by DIR.
2. Services for Print and & Mail Resource services will be invoiced based on actual monthly Print/Mail Resource Unit volumes provided by the Print-Mail Service Component Provider and the blended unit rate chargeback methodology provided by DIR (Base Charges plus or minus variable ARC/RRC charges divided by the total volume consumed).
3. HSC/SSC, Pass-through Expenses, Rate Card Charges, New Services, and all other Services for which Mainframe and Server Service Component Provider is authorized to charge separately by DIR, including Optional Services, plus any miscellaneous chargeable items authorized by DIR will be invoiced based on detailed data provided by the Service Component Provider in a format approved by DIR.
4. The DIR Fee, supplied by DIR, will be applied to all Charges.

10. Pass-Through Expenses

Service Provider shall administer and invoice DIR for Pass-Through Expenses in accordance with **Section 11.2** of the Agreement and pursuant to the applicable procedures in the Service Management Manual. No new Pass-Through Expenses may be added without DIR's prior written consent, which it may withhold in its sole discretion. The foregoing notwithstanding, Service Provider shall comply with the terms and conditions of **Section 11.2** of the Agreement with respect to the procurement and pricing of any goods or services which are designated for procurement on a Pass-Through Expense basis. The administration/processing of Pass-Through Expenses by Service Provider will be charged to DIR Customers as a 0% markup of the Pass-Through invoice amount.

11. Managed Third Parties

The Parties' respective financial responsibilities for the Third Party Contracts of Managed Third Parties are provided in **Section 6.6** of the Agreement. In accordance with the foregoing, unless otherwise specified in **Exhibit 22** or agreed in writing by the Parties, Service Provider shall be responsible for the payment of all costs and charges associated with the provision of In-Scope services by Managed Third Parties. In the case of Managed Third Parties for which the charges are not included in the Charges (as provided in **Exhibit 22**), the invoices of such Managed Third Parties shall be treated as Pass-Through Expenses in accordance with Section 17.

12. Resource Unit Categories

12.1 Mainframe Services

Mainframe Services are comprised of thirteen (13) distinct Resource Unit Categories. Each of these Resource Unit Categories has a separate Annual Base Charge and Monthly Resource Baseline. These Annual Base Charges are set forth in **Attachment 2-A** and these Monthly Resource Baselines are set forth in **Attachment 2-D** and reflect the resources required to provide the Mainframe Services. Such Annual Base Charges, as adjusted by any ARCs and RRCs, for the Resource Unit Categories for Mainframe Services will fully compensate Service Provider for the performance of the Mainframe Services.

(a) MVS Application CPU Hours

“MVS Application CPU Hours” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category will be the CPU - IBM 2064-1C1 equivalent application hours, or its equivalent, defined as one 2064-1C1 Application CPU Hour that consists of the following:

- Application time;
- Authorized User usage;
- All time associated with data base management system and transaction system address spaces (for example, CICS, IMS, TSO);
- Authorized User usage of SAS, FOCUS, and other similar Software products; and
- Application driven backup time; and
- Application development and maintenance time for DIR or a third party hired by DIR.

Billable Resource Units for CPU - IBM 2064-1C1 equivalent application hours will not include Resource Units which are attributable to Systems Overhead or system level work, including CPU outage or unavailability; CPU wait time; CPU un-captured time; Service Provider system operations support and administrative personnel usage (including usage for billing functions and capacity planning studies) and other Service Provider initiated activities; Service Provider caused lost batch time or other usage attributable to reruns which are due to the fault of Service Provider; and the following system services where controlled by Service Provider, including different products (or with different names) providing equivalent function:

- Basic operating system components (JES2, LLA, VLF, GRS, MSTJCL, IEESYSAS, TRACE, RASP, XCFAS, DUMPSRV, CONSOLE, ALLOCAS, CATALOG, MOUNT, IOSAS, PCAUTH, etc.);

- Service Provider system performance monitor, capacity management, and billing data collection tools (MICS, SMF, RMF, OMEGAMON, SLR, DCOLLECT, EREP, etc.);
- Service Provider system operation and support tools (SMP/E, JOB SCHEDULER, RERUN MANAGER, CONSOLE MANAGEMENT, SAR, RMDS, GDIF, etc.);
- Mainframe based network operations, support, access methods, and standard system print drivers (VTAM, TCP/IP, TCAM, BTAM, NETVIEW, NPM, JES328X, VPS, NETMASTER, etc.);
- Service Provider system-managed storage tools (DFSMS, ICKDSF, TAPE MANAGER, etc.); and
- Service Provider's Problem Management and Change Management Software.

Mainframe CPU utilization will be measured over applicable usage periods and will include only the TCB and SRB components of Mainframe CPU time logged via System Management Facilities (“SMF”) Type 30 records for MVS systems, equivalent facilities for VM systems, or other applicable substitutes at the end of the month.

One (1) Application CPU hour equals one (1) RU. Resource usage for Mainframe CPU will be rounded to the nearest whole hour for measurement, tracking and reporting purposes. For billing purposes, the CPU hour should be rounded to the nearest minute. A more finite measurement may be used if agreed to in writing by DIR and Service Provider.

(i) **Classes of MVS CPU Hours**

There shall be four (4) Resource Unit Baselines for MVS Application CPU Hours, categorized as Class 1, Class 2, Class 3, and Class 4, respectively. Separate Annual Base Charges and ARC/RRC rates apply to each category.

The following attributes define each of the Classes:

Class 1 – Full Sysplex Data Sharing

- Deployed on and exploiting latest, i.e., “N” technology
- Significant DB2 or IMS workload
- Significant production DB2 or IMS application data sharing
- Significant OLTP cross-system workload parallelism
- Significant usage of cross-system workload balancing utilizing zOS Workload Manager

- No or few application affinities that limit workload balancing

Class 2 – Basic Sysplex

- Little or no application DB2 or IMS data sharing
- Qualifying characteristics for Sysplex licensing from SW vendors

Class 3 – Non-Sysplex

- Stand alone environments that are not participating in a Sysplex

Class 4 – Non-z/OS

- DIR Customers running DOS/VSE

Attachment 2-D establishes baselines by Class of MVS CPU Hours for each DIR Customer receiving mainframe Services. As of the Commencement Date, MVS CPU Hours used by DIR Customers will be deemed to fall into the following Classes:

Class 1: TWC

Class 2: HHSCE
OAG CS
TDCJ
TEA
TxDOT

Class 3: RRC (scheduled to move to Class 2 following transformation)

Class 4: OAG
TYC

(b) **UNISYS MIPS**

“UNISYS MIPS” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category will be measured as MIPS, which is the monthly metered usage of the Unisys Mainframes based on MIPS. Unisys MIPS includes backup services (e.g., equipment, software, labor, and media). The Unisys configuration as of the Effective Date through September 30, 2008 is an IX6802-7. The Unisys configuration as of October 1, 2008 is a Unisys ClearPath Plus Dorado 390 System.

The monthly metered usage will consist of the average MIPS utilization, excluding Systems Overhead tasks, during the month. This will be measured using a standard utility named Utilization Report Utility for OS2200, or another mutually agreeable substitute, which collects the usage

data from each Unisys ClearPath Plus Dorado 390 System partition in use. A report will be produced monthly and imported into ITUAM for invoicing.

The monthly metered usage will not include any resource usage attributable to Systems Overhead or system level work, including CPU outage or unavailability; CPU wait time; CPU un-captured time; Service Provider system operations support and administrative personnel usage (including usage for billing functions and capacity planning studies) and other Service Provider initiated activities; Service Provider caused lost batch time or other usage attributable to reruns which are due to the fault of Service Provider; and the following system services where controlled by Service Provider: basic operating system components, system performance monitoring, capacity management, billing data collection tools, system operation and support tools, network operations, support, access methods and standard system print drivers, system-managed storage tools, data replication tools or processes, and components, and Service Provider's problem management and change management software.

(c) **DASD**

(i) **Mainframe Allocated Application DASD**

"Mainframe Allocated Application DASD" shall be a Resource Unit Category. There will be a Resource Unit Category for IBM DASD and an RU for Unisys DASD. The Resource Unit for Mainframe Allocated Application DASD is one (1) gigabyte. Resource Unit usage for this category will be measured as the peak number of gigabytes of DASD allocated by or to Applications and Authorized Users each month. One gigabyte will be equal to 1,000,000,000 bytes. The sum of partial Resource Unit usage in this Resource Category during a calendar month will be rounded to the nearest whole gigabyte for measurement, tracking, reporting and billing purposes. A more finite measurement may be used if agreed to in writing by DIR and Service Provider. Mainframe Allocated Application DASD will be measured using DCOLLECT, or another mutually agreeable substitute, where DASD is shared, and will include:

- (1) Application space;
- (2) Authorized User space;
- (3) Temporary data sets;
- (4) DASD migration space;
- (5) Spool space;
- (6) Application recovery logs/data sets; and

(7) Application development and maintenance space.

Allocated Application DASD measured resource usage will exclude Systems Overhead and:

- (1) spare volumes;
- (2) flash copy volumes
- (3) unallocated (free) space;
- (4) any initial DASD migration space for conversion from any bubble/one-time migration space for technology upgrades or refresh DASD technology and/or future conversions, as required;
- (5) system product libraries;
- (6) catalogues;
- (7) system space (e.g., temporary work space, page and swap space, spool space, system parameter and control data sets, and error analysis space); and
- (8) Service Provider-controlled system operation, support and administration data sets (e.g., scheduled system maintenance and error analysis, DLIBS, console logs, contract measurement and billing, system monitors, and system service machine space).

Service Provider shall use proven storage management tools and other commercially reasonable measures to use DASD efficiently and to avoid or minimize usage spikes. As part of the Services, Service Provider shall perform ongoing capacity management and planning and shall notify DIR expeditiously if actual DASD usage exceeds 85% of the agreed upon level of installed DASD. Should this occur, Service Provider shall use commercially reasonable efforts to identify the root cause of such increased DASD usage and implement measures to avoid increasing the level of installed or allocated DASD to the extent possible.

(ii) **UNISYS DASD – GBs**

“UNISYS DASD” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall equal one (1) gigabyte. Resource Unit usage for UNISYS DASD will be measured, tracked and reported as the total amount of DASD storage capacity installed on the Unisys Mainframes excluding gigabytes attributable to replicated data for disaster recovery purposes. One gigabyte will be equal to 1,000,000,000

bytes. The sum of partial Resource Unit usage in this Resource Category during a calendar month will be rounded to the nearest whole gigabyte for measurement, tracking, reporting and billing purposes. A more finite measurement may be used if agreed to in writing by DIR and Service Provider.

(d) **Application Tapes in Storage**

“Application Tapes in Storage” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall equal one (1) tape reel or cartridge utilized by DIR Customers for DIR Data storage and stored by Service Provider at Data Centers during the calendar month of measurement, excluding Tape Storage attributable to Systems Overhead. This Resource Unit will be measured as of the last day of the applicable month for purposes of determining the Resource Unit count for such month. Application Tapes in Storage are counted for each reel or cartridge containing Application or DIR Data and include:

- (i) transactions, data, Application backups, journals and archives;
- (ii) tape correspondence; and
- (iii) Application development and maintenance tapes.

Application Tapes in Storage will be measured using Tape Mount Management records for MVS systems, or another mutually agreeable substitute for other systems and will exclude tape storage attributable to Systems Overhead and:

- (iv) scratch tapes;
- (v) tapes to support Service Provider-controlled system services, operations, maintenance, and administration; and
- (vi) system managed periodic full storage volume and incremental storage volume backups.

(e) **Virtual Tape Storage**

(i) **Application Tapes in Storage – Virtual Tape Storage**

“Application Tapes in Storage – Virtual Tape Storage” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall equal one (1) gigabyte of (i) VTS internal high-speed cache storage of application data (disk or buffer), and/or (ii) VTS media storage. This Resource Unit will be measured as of the last day of the applicable month for purposes of determining the Resource Unit count for such month. The sum of partial Resource Unit usage in this Resource Unit Category during a

calendar month will be rounded to the nearest whole gigabyte for measurement, tracking, reporting and billing purposes. One GB will be equal to 1,000,000,000 bytes. A more finite measurement may be used if agreed to in writing by DIR and Service Provider.

(ii) **Application Tapes in Storage – Unisys Virtual Tape Storage**

“Application Tapes in Storage – Unisys Virtual Tape Storage” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall equal one (1) gigabyte of (i) Unisys VTS internal high-speed cache storage of application data (disk or buffer), and/or (ii) Unisys VTS media storage. One gigabyte will be equal to 1,000,000,000 bytes. This Resource Unit will be measured as of the last day of the applicable month for purposes of determining the Resource Unit count for such month. The sum of partial Resource Unit usage in this Resource Unit Category during a calendar month will be rounded to the nearest whole gigabyte for measurement, tracking, reporting and billing purposes. Application Tapes in Storage – Unisys Virtual Tape Storage will exclude gigabytes attributable to replicated data for disaster recovery purposes and gigabytes stored on media at an offsite media storage location.

(f) **Microfiche - Originals / Duplicates**

“Microfiche – Originals/Duplicates” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall equal one (1) sheet of microfiche produced by Service Provider for DIR Customers for both originals and duplicates, measured monthly. The production process will include the set up effort required for the creation of a single original copy, from which duplicates can be produced.

(g) **CD Production Creates/Re-creates**

“CD Production Creates/Re-creates” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall equal one (1) CD produced by Service Provider for DIR Customers, measured monthly. The production process will include the set-up effort required for the creation of an original CD. The production of duplicate copies of the original CD or from the saved set-up settings will be considered re-creations.

(h) **Optical Storage**

“Optical Storage” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall equal one (1) gigabyte of optical storage capacity in the optical storage device or on-site (excluding blank platters) each month. The sum of partial Resource Unit usage in this Resource Category during a calendar month will be rounded to the nearest

whole gigabyte for measurement, tracking, reporting and billing purposes. One GB will be equal to 1,073,741,824 bytes. A more finite measurement may be used if agreed to in writing by DIR and Service Provider.

(i) **Mainframe Fixed Charge**

“Mainframe Fixed Charge” shall be a fixed amount invoiced as part of the Monthly Base Charges. During the Stub Period, these charges are for Mainframe functions that are not performed by Northrop Grumman Technical Services, Inc. or any of its Affiliates (collectively, “**Northrop Grumman**”) but are part of the Services performed by Service Provider for the DIR Customers as identified in **Attachment 2-A**. The Mainframe Fixed Charge in Contract Year 1 and 2 is a price allocation to account for higher cost environments assumed by Service Provider in the pre-transformation period for the DIR Customers as identified in **Attachment 2-A**. These Charges are not variable and have no associated Resource Units.

12.2 Application Server Services

There are two (2) distinct Resource Unit Categories for Application Server Services: Application Server Complexity and MSDOS Legacy Servers. In addition to such Resource Unit Categories, there are two (2) additional Charges described in Sections 5.2(c) and 5.2(d) in respect of Application Server Services. The Application Server Complexity Resource Units are classified by Data Center and Site Types and further classified by High, Medium, and Low Complexity. Each of these Resource Unit Categories has separate Annual Base Charges, ARCs/RRCs and Monthly Resource Baselines.

Resource Unit usage for Application Server Services will be measured on a per Instance basis. The Annual Base Charges for such Services are set forth in **Attachment 2-A** and the Monthly Resource Baselines for such Services are set forth in **Attachment 2-D** and reflect the required resources to provide the Application Server Services. Depending on the Application Server’s configuration, one (1) or more Instances may run on a single Application Server. Instances in a clustered configuration shall be deemed to be discrete Instances, though each Instance within a cluster shall accommodate a different complexity categorization, depending on DIR Customer requirements.

The applicable Annual Base Charges, as adjusted by any ARCs and RRCs, for the Resource Unit Categories for Application Server Services will fully compensate Service Provider for the performance of the Application Server Services.

(a) **Application Server Complexity**

One (1) Instance in service on the last day of a calendar month equals one RU. Instances shall be classified by DIR as High, Medium, or Low Complexity, each as determined using the methodology described in **Attachment 2-E**. A new Instance is considered operational when

available for use by Authorized Users. Instances are further categorized by “Site Type.” The Site Types are:

- (i) Data Center; and
 - (ii) Remote Locations:
 - (1) Urban; and
 - (2) Rural.
- (b) **MSDOS Legacy Servers**

Service Provider shall charge DIR for maintenance and support Services that are provided in respect of MSDOS Legacy Servers at the applicable rate set forth on **Attachment 2-A** on a per event basis each time that a MSDOS Legacy Server fails and such failure requires Service Provider to dispatch Service Provider Personnel to the site at which such Server is located in order to Resolve the underlying problem. There is no Annual Base Charge for MSDOS Legacy Servers. In addition, the applicable rates set forth on **Attachment 2-A** include all travel and travel-related expenses in connection with the provision of maintenance and support Services for MSDOS Legacy Servers, and such expenses shall not be separately charged to or reimbursed by DIR or any DIR Customer.

(c) **Hardware Maintenance for Existing Equipment**

The “Hardware Maintenance for Existing Equipment” line in **Attachment 2-A** indicates the amounts payable for maintenance and support Services performed in respect of Equipment installed in the DIR Customers’ Production Environments as of the Effective Date.

12.3 Utility Server Services

There are two (2) distinct Resource Unit Categories for Utility Server Services. Each of these Resource Unit Categories has separate Annual Base Charges, ARCs/RRCs, and Monthly Resource Baselines. These Annual Base Charges are set forth in **Attachment 2-A** and these Monthly Resource Baselines are set forth in **Attachment 2-D** and reflect the required resources to support DIR and the DIR Customers. Such Annual Base Charges, as adjusted by any ARCs and RRCs, for the Resource Unit Categories for the Utility Server Services will fully compensate Service Provider for the performance of the Utility Server Services.

(a) **Utility Server Services -- Email Accounts**

“Email Accounts” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall equal one discrete email identification approved by DIR.

Email Accounts are inclusive of all labor, Utility Server Infrastructure Stack Software, Equipment, maintenance and Systems management to support services and project activities (including installation and discontinuance) required to manage, maintain, and enhance the email environments. Storage and backup for email is not included in the email service, but are part of Allocated Disk Storage either dedicated or shared. Usage will be provided by running a maintained script against the directory services and providing valid counts at the end of the month utilizing a mutually agreeable tool.

(b) **Utility Server Services -- LAN Attached Devices**

“LAN Attached Devices” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall equal one (1) intelligent workstation, fixed-function terminal (e.g., 3270 or Citrix-type device), printers, docking station, or Kiosk that is attached to a local area network. For the avoidance of doubt, telephones do not constitute Resource Units for purposes of this Resource Unit Category. Resource Unit usage for LAN Attached Devices will be measured, tracked and reported as the number of Devices attached to the LAN at the end of the month utilizing a mutually agreeable tool.

LAN Attached Devices must be inclusive of all labor, Utility Server Infrastructure Stack Software, Equipment, maintenance and Systems management to support services and project activities (including installation and discontinuance) required to manage, maintain, and enhance the following services: file, print, DNS, firewall, authentication, WINS, Citrix, infrastructure management, and domain controllers.

12.4 Server Storage Services

There are five (5) distinct Resource Unit Categories for Server storage Services. Each of these Resource Unit Categories has separate Annual Base Charges, ARCs/RRCs, and Monthly Resource Baselines. These Annual Base Charges are set forth in **Attachment 2-A** and these Monthly Resource Baselines are set forth in **Attachment 2-D** and reflect the required resources to support DIR and the DIR Customers. Such Annual Base Charges, as adjusted by any ARCs and RRCs, for the Resource Unit Categories for Server storage Services will fully compensate Service Provider for the performance of the Server storage Services. The sum of partial Resource Unit usage during a calendar month for each of the Resource Unit Categories described in Subsections (a) through (d) of this Section shall be rounded to the nearest whole gigabyte for measurement, tracking, reporting and billing purposes. A more finite measurement may be used if agreed to in writing by DIR and Service Provider.

(a) **Allocated Disk Storage Dedicated**

“Allocated Disk Storage Dedicated” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall be equal to one (1) GB of dedicated storage on a Server that is allocated to a specific Application or function (i.e., not considered available as free space) allocated to DIR Customers and unavailable for re-allocation to Service Provider for other purposes. One GB will be equal to 1,073,741,824 bytes.

(b) **Allocated Disk Storage Shared**

“Allocated Disk Storage Shared” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall be equal to one (1) GB of storage that is shared by multiple Servers (e.g., SAN, NAS) allocated to DIR and unavailable for re-allocation to Service Provider for other purposes. One GB will be equal to 1,073,741,824 bytes.

(c) **Direct Attached Tape**

“Direct Attached Tape” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall be equal to one (1) utilized GB of Direct Attached Tape excluding any space attributed to Systems Overhead and scratch tapes, tapes to support vendor-controlled system services, operations, maintenance, administration, system managed periodic full storage volume and incremental storage volume backups. One GB will be equal to 1,073,741,824 bytes.

(d) **Centralized Tape**

“Centralized Tape” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall be equal to one (1) GB of Centralized Tape excluding storage and any storage attributed to Systems Overhead and scratch tapes, tapes to support provider controlled system services, operations, maintenance, and administration, system managed periodic full storage volume and incremental storage volume backups. One GB will be equal to 1,073,741,824 bytes.

(e) **Offsite Tape**

“Offsite Tape” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall be equal to one (1) tape device or cartridge utilized by DIR Customers and physically transported and stored at a DIR approved or pre-negotiated offsite (non-DIR Facility) location. For purposes of this Resource Unit Category, each partial Resource Unit usage in this Resource Unit Category during a calendar month shall be considered one (1) Resource Unit for measurement, tracking, reporting and billing purposes.

