

UNISYS
SAMPLE
STATEMENT OF WORK / SUPPLEMENTAL AGREEMENT
for
<DIR CUSTOMER>
END USER SERVICES

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1. Introduction

This Statement of Work for End User Services, serving as a Supplemental Agreement to DIR Contract No. DIR-SDD-2031 between Unisys and [DIR], sets forth the End User services that Unisys will provide as of the Commencement Date to [DIR Customer] (Client). All Charges for the services to be provided under this Statement of Work will be paid in accordance with the payment terms in the Agreement and in the manner described in Appendix A (Pricing). Charges associated with each component of the services below are identified in Appendix A (Pricing). All pricing shall be in accordance with Appendix C, Pricing Index, of DIR Contract No. DIR-SDD-2031.

2. Term of SOW

This SOW shall be effective as of _____ and will remain in effect until _____ unless terminated earlier in accordance with the provisions of the Agreement.

3. Definitions

For purposes of this SOW the following terms have the following meanings. All of the terms used but not defined in this exhibit have the meaning set forth in Exhibit 1 (Definitions) or elsewhere in the Agreement.

NOTE: This section will be edited / updated based on the Services chosen by each specific Customer.

“Active Directory” means a directory service that provides the means to manage the identities and relationships connected within the Network.

“Add” means, with respect to an IMACD, the on-site installation and testing of a new Device (including associated attachments, features, accessories, Software, firmware, peripherals, and cabling), as described in a Statement of Work.

“Application” or **“Application Software”** means programs and other Software (including the supporting documentation and media) that perform user-related or business-related information processing functions. Application Software does not include the tools, utilities, or System Software used to deliver it.

“Approve(d)” or **“Approval”** means the written authorization by the Client designee for any consent, authorization, amendment, or other approval required from Client under this Agreement.

“Asset” means a Device or Software License.

“Authentication” means the process of determining whether someone or something is who or what it is declared to be. Authentication is performed through the use of mechanisms including: passwords, PIN numbers, biometric measures, and Secure Tokens.

“Authorized User(s)” means any individual or entity authorized by Client to use the Services under this Agreement, whether on-site or accessing remotely.

“Automated Call Distribution System” or **“ACD”** means a hardware and software system used to route calls in a call center environment.

“Business Day” means any weekday other than a day designated as a holiday under the then applicable Client Holiday.

“Business Hours” means the hours of 8:00 a.m. to 5:00 p.m. local time on a Business Day.

“Change” means, with respect to an IMACD, (i) with respect to Devices, the on-site modification of an existing Device to add or remove functionality as described in this Statement of Work, and (ii) with respect to Software, to the on-site modification of an existing Software configuration to add or remove functionality.

“Change” means, other than with respect to an IMACD, any change (whether to the Software, the Equipment, the Services, the Interfaces, or any other related network, service, system, or hardware) that would alter the functionality, performance, or technical environment of the Software, Interfaces, or the Equipment.

“Change Control Process” means the overall change control process used by the parties, including those procedures described in Appendix C (Governance).

“Change Management” means the process responsible for controlling the lifecycle of all Changes. The primary objective of Change Management is to enable beneficial Changes to be made, with minimum disruption to IT services. The Change Management processes will support and include checkpoints to determine any potential or required Change Control Procedures.

“Change Order” is a component of the Change Management process whereby changes in the Scope of Work agreed to by the Client and Vendor are implemented. A change order is work that is added to or deleted from the original scope of work of a contract, which alters the original contract amount or completion date.

“Change Request” means a written (to include electronic communications that can be stored and printed) request for a Change.

“Charges” means the fees payable by Client to Unisys for the provision of the Services, as set out in Appendix A of this SOW.

“Circuit” means any transport services provided by a telecommunications carrier.

“Client Data” means all data and/or information developed, received or acquired by Unisys in the course of performing the Services which relates to Client or its Affiliates, or to any of Client’s or its Affiliates’ users, customers and clients and their respective operations, facilities, customers clients, employees, assets and programs in whatever tangible form that data and/or information may exist.

“Client Holiday” all days documented in Client’s human resources policies as corporate paid days off for salaried employees.

“Client Locations” means individually each, and collectively all, of the premises occupied, owned, operated or leased by Client to which Unisys provides the Services, as set forth in Appendix F of this SOW.

“Client Personnel” means the employees, agents, or representatives of Client.

“Configuration Management Database” or **“CMDB”** means a database that catalogs the inventory of Network Elements and Devices, and the configuration setting for those Network Elements and Devices.

“Conventional Device” means a Standard desktop, laptop, or workstation, used to perform personal computing tasks. Conventional Devices may execute any Client standard Operating System.

“Core Image” means a defined set of Application software, systems software, metadata, and drivers that constitute the underlying Image for Devices. For clarity, the Core Image is installed on Devices and specific Applications, data, and other software may be layered based on a usage profile assigned to the Authorized User.

“Data Spills” means data (including classified information) authorized to be accessible to a selected audience that has become available to unauthorized persons.

“De-installation” means, with respect to an IMACD, the on-site disconnection and removal of a new Device (including associated attachments, features, accessories, Software, firmware, peripherals, and cabling).

“Device” means the hardware, machines, and associated attachments, features, accessories, software, firmware, peripherals, and cabling Supported by or used by Unisys in connection with its provision of Services.

“Disposable Devices” means cables, and peripherals.

“Dispute Resolution” means the process for resolving disputes between Unisys and Client as described in Appendix C (Governance).

“eConference Device(s)” means projection systems, electronic displays, and audio-visual equipment.

“End-User Backup” means the services that provide support of Authorized User backup tools to be used for backing up data on Conventional Devices.

“End-User Services” means the services described in this Statement of Work).

“Fault” means any interruption to Normal Operation on any Device.

“Fault Code” means Device codes that indicate a Networked Printer error that renders the Printing Device inoperable until a trained technician responds, including indicators of part failures, network failures, software errors, and Consumable replacements other than toner.

“First Call Resolution” means the percentage of Incidents received at the Service Desk or hot transferred to third parties that are Resolved by the Service Desk or third parties during the original telephone or chat contact and do not require any further actions or follow-ups to Resolve the Authorized User issue. The following clarifications apply: (i) if an Authorized User contacts the Service Desk via Live Communication, and the Authorized User’s Service Request is satisfied by the Service Desk during that interactive session, the call is Resolved; (ii) if an Authorized User Live Communication is hot transferred to another Unisys support team, and the Authorized User’s Service Request is satisfied by the other Unisys support team during that interactive session, the call is Resolved; (iii) calls to the Service Desk to check on the status of a previously opened Incident are not counted as Resolved on first call and not counted in the Service Level measurement calculation; (iv) calls to the Service Desk that are routed to a Client support team or a Third Party Supplier are not counted as Resolved on first call and not counted in the Service Level measurement calculation; (v) Incidents and Service Requests requiring dispatch of onsite support technicians are not counted as Resolved on the first call and not counted in the Service Level measurement calculation; and (vi) the calculation of First Call Resolution will have the total number of Live Communications Resolved on the first call (the numerator) divided by the total number of Live Communications to the Service Desk (the denominator), in accordance with the exclusions noted above.

“Governance” means the processes, roles, and actions put in place to define and regulate the interactions of Client and Unisys in the execution of Services and all obligations under the Agreement over the Term.

“Image” means a collection of integrated software components, including operating system, Applications, interfaces, utilities, and Layered Software products that have been tested for Normal Operation on a specified hardware configuration. An Image may be a core set of software products installed as a Core Image, with other software layered on top of the Core Image based on a user or Device profile.

“Image Library” means a library of all active Images made available to Unisys support teams and Client support teams.

“Incident” means (i) any report to the Service Desk via Live Communication, email, or Web submissions, of an event that is not part of the standard operation of a Device, Equipment, Application, Network Element, or Service and that causes, or may cause, Degradation to, that Device, Equipment, Application, Network Element, or Service; (ii) any event identified through monitors, Problem alerts, health checks, or support staff observations that is not part of the standard operation of a Device, Equipment, Application, Network Element, or Service and that causes, or may cause, Degradation to, that Device, Equipment, Application, Network Element, or Service.

“Incident Management System” or **“IMS”** means an integrated set of hardware, software, processes, and procedures dedicated to logging, documenting, responding to, and supporting the Resolution of Incidents and Problems.

“Instant Messaging” or **“IM”** means a type of communications service that enables private, text-based communication exchanges between two or more individuals in real time over a network (e.g., the Internet). It is analogous to a telephone conversation but using text-based, not voice-based, communication.

“Interfaces” when used as a noun, means either a computer program developed by, or licensed to, Client or Supplier to (1) translate or convert data from a Client or Supplier format into another format used by Unisys as a standard format, or (2) translate or convert data in a format used by Unisys or a Third Party Supplier to a format supported by Client or vice versa.

“Interface” when used as a verb, shall mean to operate as described above.

“Layered Applications” or **“Layered Software”** means Client Approved Software that is installed on Devices in addition to the Core Image.

“Live Communication” means any inquiry, Service Request, or Incident submitted to the Service Desk for assistance via telephone, chat, or instant message.

“Local Area Network” or **“LAN”** means Client Networks covering a small geographic area, like an office, campus location, or group of buildings. The defining characteristics, in contrast to Wide Area Networks, include LAN’s much higher data transfer

rates, smaller geographic range, and lack of a need for leased communications lines.

“Locally Connected Printing Device” means a Printing Device that is connected to a Conventional Device locally rather than over the Network via a MAC or IP address.

“Move” means, with respect to an IMACD, disconnecting a currently installed Device (including associated attachments, features, accessories, Software, firmware, peripherals, and cabling) and reconnecting the same Device at the new location.

“Install, Move, Add, Change, Deletion” or **“IMACD”** means the Services performed to relocate, install, upgrade/modify, or retire a Device (including associated attachments, features, accessories, Software, firmware, peripherals, and cabling).

“New or Changed Services Order” means new services that are not within the scope of the Services to be provided hereunder, or changed services that change the Services to be provided hereunder.

“New Services” means services provided pursuant to a New or Changed Services Order.

“Networked Printer” means a printing Device that is connected to the Network via a MAC or IP address such that it is shared among multiple Authorized Users, including multi-functional Devices or “MFDs”.

“Normal Operations” means the performance level and execution of tasks by a Device, Equipment, Application, Network Element, or Service that is at a level defined by either (i) OEM specifications, (ii) Software Developer specifications, (iii) Third Party Supplier specifications, or (iv) specifications in this Agreement.

“Ongoing Services” means those Services to be provided by Unisys to Client pursuant to this Agreement other than during the Transition Period and Termination Assistance Services.

“Original Equipment Manufacturer” or **“OEM”** means the manufacturer of a Device.

“Problem” means the underlying cause of one or more Incidents.

“Resolution” or **“Resolve(d)”** means either (i) the return to Normal Operations of the Device, Equipment, Application, Network Element, or Service responsible for the Incident, (ii) the completion of a temporary and substitute solution that provides equivalent functionality to Normal Operations of the Device, Equipment, Application, Network Element, or Service responsible for the Incident, or (iii) the completion of a Service Request.

“Service Desk” means the centralized team that responds to Incidents reported via Live Communications, emails, and direct entries to the IMS.

“Service Desk Resolvable” means any Incident or Service Request calls to the Service Desk that have been identified as calls that should have reasonably been fixed by and are within the responsibility of the Service Desk as defined by the Statement of Work. Service Desk Resolvable events to be defined and mutually agreed by the parties during Transition.

“Service Level(s)” means the level of service to be provided by Unisys as specified in this SOW.

“Service Request” means requests to the Service Desk via Live Communication, email, or Web submissions for support, delivery, information, advice or documentation, which is not related to an Incident or Problem in the IT infrastructure.

“Services” means any work to be provided by Unisys to Client under this Agreement, whether transition, installation, maintenance, support, integration, management services, training or any other service identified in the SOW as may be changed by Change Orders.

“Services Commencement Date” means the date set forth in the relevant Services Agreement upon which the Transition Services cease and the Ongoing Services commence.

“Severity” means the assignment of a value that indicates the importance and impact (realized or potential) of an Incident.

“Software” means the object code version of computer programs and any related documentation, excluding maintenance diagnostics. Software also means the source code version where provided by the licensor or distributor. Software also means micro-code, not embedded in a circuit element that enables the equipment to function according to its published specifications. Software refers to Licensed Software, Client-Owned Software, Client-Used Software, and Unisys-Owned Software, collectively.

“Support” or **“Supporting”** means (a) with respect to Devices, supporting and maintaining all Devices in good operating

condition, subject to normal wear and tear, undertaking and performing repairs and maintenance on Devices in accordance with the applicable manufacturer's recommendations and specifications, and such other services and repairs required to maintain the Devices so that it operates properly and in accordance with the applicable specifications, and (b) with respect to Software, supporting and correcting or causing to be corrected any failure of the Software to perform in accordance with the applicable specifications.

"**Ticket**" means an entry in the IMS that captures pertinent data regarding an Incident or Service Request and tracks troubleshooting and Resolution activities of all support teams involved in Resolving the Incident.

"**Transition Completion Date**" means the date on which Unisys notifies Client that it has completed the Transition with respect to all of the Services.

"**Unisys**" means Unisys Corporation.

"**Unisys Personnel**" means employees of Unisys and its Subcontractors.

4. Services Description

NOTE: This section will be edited / updated based on the Services chosen by each specific Customer.

The End-User Services Statement of Work (SOW) is sub-divided into eight (8) core services. These services are further described in detail in Section 5 (Service Tasks).

4.1. Managed Procurement Services

Unisys will provide Managed Procurement Services as documented in this SOW and will include management services for equipment procurement, configuration management, and provisioning. Equipment offered will meet standard configurations developed by DIR or by another State client subject to a Supplemental Agreement.

4.2. Service Desk including Remote Support

Unisys will provide a service desk to manage the required interaction with end-users to perform the Service Desk services detailed within this SOW. The Unisys Service Desk can "take over" and support a supported desktop or laptop from a centralized location. Remote Support Services can only be provided through the Unisys Service Desk. Unisys is responsible for providing all necessary processes, staffing and organization structures and supporting technologies to meet all Service Level agreements and corresponding Key Performance Indicators.

4.3. On Site Support and Moves, Adds and Changes (MACs)

Unisys is responsible for providing desk-side Device and MAC support for Authorized Users. Authorized Users must be located within locations listed in Appendix H (Supported Locations) of this SOW.

4.4. Break-Fix / Maintenance – Vendor Owned Equipment

Unisys will provide dispatched on-site support at Device locations by Unisys field service engineers to diagnose and repair vendor-owned equipment in accordance with the manufacturer's instructions and as detailed within this SOW.

4.5. Asset Tracking

Unisys will provide a central asset tracking system (people, process, and technology) to maintain tracking of vendor-owned equipment. This includes physical location, user identification, software license information, and maintenance records as maintained in the asset tracking system.

4.6. Remote Support Services

See item 4.2 of this section.

4.7. Standard and Ad Hoc Reporting and Documentation

Unisys will provide standard reporting through a web-based Service Portal as detailed in this SOW. This service will allow Client to have electronic access to view and query standard Unisys reports through the Service Portal.

4.8. Unwind/End of Engagement Services

Unisys will provide Asset recovery services as detailed in this SOW.

5. Service Tasks

This section provides a detailed listing of the tasks included in the End-User Services SOW.

5.1. Introduction

Section 5.3 (Detailed Tasks and Responsibilities) describes the tasks and responsibility assignments for the provision of the services. Unisys will perform the tasks for which it is responsible at the Locations specified in Appendix H (Supported Locations), as it may be updated from time to time in accordance with the Agreement.

5.2. Detailed Tasks and Responsibilities Format

The following terms are used in the tasks and responsibility assignments for the provision of services.

- **Task ID** – A unique alpha-numeric identifier for each task.
- **Task Set** – A sub-division of the services into logically aligned tasks. The task sets are organized by technology, service provision, or similar functions.
- **Sub-Task** – A specific task or action that is part of the task set that must be completed.
- **Description** – A detailed explanation of the task or action to be performed. This may include a narrative description, a listing of specific actions, or a sub-table of detailed information. Some values detailing frequencies, time spans, or other parameters may also be included.
- **Responsibility** – An assignment of responsibility for completion of the task listed.
 - **R – Responsible** – The assignee is responsible for the successful completion of the task.
 - **P – Participate** – The assignee is responsible for participating in the completion of the task. Such participation includes providing input, guidance, knowledge, and resources.
 - **A – Approver** – The assignee is responsible for providing review and approval of the stated action prior to the responsible party executing or completing the task. The R assignee will not perform the task without having the Approval of the A assignee.

5.3. Detailed Tasks and Responsibilities

NOTE: This section will be edited / updated based on the Services chosen by each specific Customer.

Task ID	Task / Function	Description	Responsibility	
<i>Responsibility Codes R = Responsible P = Participate A = Approver</i>			Unisys	Client
Managed Procurement Services				
A1 Pre-Deployment - Client				
A1-1	Pre-Deployment	<ul style="list-style-type: none"> i. Provide list of equipment quantities to be deployed/returned; ii. Provide schedule of roll-out project; iii. Provide comprehensive list of all sites to receive equipment and security/access requirements; iv. Provide Primary Client Project Manager for project duration; v. Create and provide software “Gold Image” for equipment staging prior to deployment. 		R
A2 Pre-Deployment – Unisys				
A2-1	Pre-Deployment	<ul style="list-style-type: none"> i. Provide Primary Unisys Project Manager for project duration; i. Complete site surveys as required to determine hardware placement; iii. Establish deployment and installation checklists as required to meet Client schedule. 	R	
A3 Deployment				
A3-1	Deployment	<ul style="list-style-type: none"> i. Communicate and manage equipment roll-out schedules with hardware provider and Client; ii. Hardware provider staging and shipping to Client Site; iii. Installation of deployed product; iv. Removal of replaced product; v. Shipping containers as required for product to be returned; vi. Reconciliation of asset disposition for deployed and returned products. 	R	
Service Desk including Remote Support				
A4 Incident Management				
A4-1	Incident Management	<p>Provide the following Incident management activities in order to restore normal service operation as quickly as possible with minimum disruption to the business:</p> <ul style="list-style-type: none"> i. Act as the single-point-of-contact for all IT-related Authorized User contacts to the Service Desk; ii. Accept end contacts by telephone, email and Self Service Web portal; iii. Validate Authorized User entitlement for Service; iv. Create a Service Management Record for every Authorized User call, whether by telephone, email or Self Service; v. Classify, prioritize, refer, track and escalate Authorized User Incidents, based on pre-defined, mutually agreed to severity codes; 	R	

Task ID	Task / Function	Description	Responsibility	
			Unisys	Client
<i>Responsibility Codes R = Responsible P = Participate A = Approver</i>				
		<ul style="list-style-type: none"> vi. Match Incidents against the published list of problems and known errors and, where a known error is found, pass the details or work-around to the User; vii. Maintain a current and historical Record log of all Incidents; viii. Obtain and record the required referral information, as defined by each resolver group; ix. If resolution of the Incident is outside of the Service Desk scope of responsibilities assign the Incident to the appropriate resolver group, based on agreed referral rules; x. Issue the Authorized User with a unique Ticket number for each Incident not resolved on the initial contact with the Authorized User; xi. Classify and close all incident Records resolved on the initial contact with the Authorized User; xii. Classify and close all referred Incident Tickets once the assigned resolver has updated the Incident Ticket as 'resolved', verifying resolution details were documented and Customer acceptance of resolution is complete. 		
A4-2	Resolver Group Identification	Provide names and contact details for incident coordination staff within the Client's and third party resolver groups.		R
A5	Service Request Management			
A5-1	Service Request Management	<p>Provide the ability for Service Requests to be made over the phone to a Service Desk agent or self-logged using a web-based Service Catalog of pre-approved services from which an Authorized User can select.</p> <ul style="list-style-type: none"> i. Services Catalog <ul style="list-style-type: none"> a. The Web based Service Catalog consists of a single, generic online catalog. This catalog includes <DIR Customer> approved generic descriptions of hardware, software and related services.; b. The Service Catalog items are categorized by standard type (i.e. "standard desktop, standard laptop, standard printer, standard office suite software, standard PDA", etc.). Manufacturer and/or part numbers are not included; c. The Service Request Process does not include external integrations with ERP system, vendor or 3rd party systems; d. Bundles of products and services will be developed based on the request types as listed below in paragraph iv. of this section A.5-1. ii. Responsibilities: <ul style="list-style-type: none"> a. Develop and maintain, in close cooperation with the Client, an electronic Services Catalog of agreed items, which includes: <ul style="list-style-type: none"> i. The Client's Standard products; 	R	P

Task ID	Task / Function	Description	Responsibility	
<i>Responsibility Codes R = Responsible P = Participate A = Approver</i>			Unisys	Client
		<ul style="list-style-type: none"> ii. The range of services available to the Client Users. b. Make the Services Catalog available to the Client Users via the Request Management System; c. Be responsible for all aspects of Request Management System functionality. iii. Request Types <ul style="list-style-type: none"> a. Unisys shall manage the requests via the Request Management System with the following Standard Request Bundles: <ul style="list-style-type: none"> i. TBD (per DIR Customer engagement) 		
A.5-2	Service Request Catalog Updates	Submit Catalog updates based on changes submitted through the approved change process.		R
A6	Incident Management System (IMS)			
A6-1	Provide IMS	Provide, implement, and Support an Incident Management System (IMS) to be used by the Service Desk to log, track, update, and manage Client Incidents: <ul style="list-style-type: none"> i. Acquire, configure, support, and update all Devices, Software, processes, and procedures that are part of the IMS; ii. Provide all operational, system management, and database support functions required to maintain the IMS; iii. Provide training documentation to Client resolver personnel for IMS usage; iv. Create and maintain accounts for all users of the IMS, including Unisys Personnel, Client Personnel, and Third Party Supplier personnel involved in the provision of managed services and identified by Client; v. The IMS will provide the following capabilities: <ul style="list-style-type: none"> a. Automatic population of end-user data (name, location, asset, contact info) that allows the end-user to override pre-populated data at the end-user's discretion; b. Automatic time-stamping of Ticket creation, Ticket updating, Ticket routing, and Ticket closing; c. Input fields for documenting Resolution activities from multiple sources; d. Automatic Ticket age alarming / notification; e. Automatic Ticket escalation for aging Tickets; f. Service Desk agent entry of Ticket data, to include: <ul style="list-style-type: none"> i. Ticket / Problem type; ii. Script(s) used; iii. Organizational handoffs; iv. Resolution activities; v. Resolution code for reporting. g. Historical search and reporting capabilities by Ticket classification, end-user, location, Device, and dates; 	R	

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Task ID	Task / Function	Description	Responsibility	
<i>Responsibility Codes R = Responsible P = Participate A = Approver</i>			Unisys	Client
		<ul style="list-style-type: none"> h. Provide end-user visibility into Ticket Resolution and historical search; i. Work flow processes to allow creation of parent-child relationships for Service Requests requiring multiple Tickets, such as IMACDs; j. An intelligent, searchable knowledgebase that local support teams and technicians can utilize to troubleshoot frequently occurring Problems and their respective solutions. 		
A6-2	Incident Classification Process	Deliver a set of classifications to be used in categorizing Incidents and Service Requests logged into the IMS.	R	P
A6-3	Resolution Classification Process	Deliver a set of classifications to be used in categorizing the actions that result in an Incident Resolution (e.g., password reset, device re-imaged).	R	P
A6-4	Web-based	Provide the capability for Authorized Users to log Incidents and Service Requests into the IMS and check the status and Resolution of the Tickets via a web-based interface.	R	
A6-5	IMS Data	<p>Construct the IMS database such that:</p> <ul style="list-style-type: none"> i. All Client Data will be logically separated to prevent access by non- Client Personnel and non- Client support teams within the Unisys organization; ii. The database is an industry standard format that is exportable in an SQL compatible format or other industry standard format, as required by Client; iii. Up to twenty (20) fields are held for definition by Client. Definition of such fields may be completed at any time during the Term and any Client-defined field may be changed by Client during the Term; iv. All Incident data will be searchable by any data field (e.g., Severity, Problem type); v. All IMS data will be retained for the duration of the Term and, upon request from Client, will be transferred to Client in a common file format at the end of the Term. 	R	
A6-6	IMS Workflows	<p>Develop, administer, and maintain all required workflows in the IMS. Such services will include:</p> <ul style="list-style-type: none"> i. Development of workflows in the IMS and interfacing Systems as needed, to include: <ul style="list-style-type: none"> a. IMACD requests, review, approval, rejection, and scheduling; b. New desktop and laptop requests, review, approval, rejection, ordering, and scheduled deployment; c. Change Control Processes; d. Ticket creation; e. Ticket passing; f. Ticket escalation. 	R	A

Task ID	Task / Function	Description	Responsibility	
			Unisys	Client
<i>Responsibility Codes R = Responsible P = Participate A = Approver</i>				
		<ul style="list-style-type: none"> ii. Data gathering and documentation of processes and requirements from Client internal groups and Client-identified Third Party Suppliers; iii. Review of workflows with the Client Service Delivery Designees; iv. Updating and modifying workflows as needed or requested by Client. 		
A6-7	Client IMS Access	<p>Provide access to the IMS as follows:</p> <ul style="list-style-type: none"> i. Client end-users will have the ability to access the IMS via the public Internet or Client intranet: <ul style="list-style-type: none"> a. Access will be provided in accordance with the remote access requirements; ii. Client end-users will have the ability to open new Tickets or seek status on existing Tickets; iii. Selected Client Personnel will have the ability to access the IMS Ticket database to: <ul style="list-style-type: none"> a. View all issued reports reflecting Unisys performance and the Client IT Environment, as further detailed in Section XXX; b. View all near real-time reports that are tracked and published in near real-time; c. Search near real-time data; d. Perform ad hoc queries and report generation; e. Reprioritize Incident Severity codes and Service Request priorities. iv. Up to ten (10) concurrent Client users (e.g., identified Client Personnel, support teams, or third parties) will have access to IMS, created and managed by Unisys, for Ticket acceptance, Resolution, updating, closing, and querying. 	R	
A6-8	Self-Support	<p>Provide tools and capabilities for end-users to self-support and permit end-users to:</p> <ul style="list-style-type: none"> i. Search a frequently asked questions (FAQs) list, the content of which will be maintained by Unisys, that documents issues and Resolutions based on actual data gleaned from the IMS. This FAQs list will: <ul style="list-style-type: none"> a. Contain actual questions and Resolutions from the IMS; b. Be used by Unisys and end-users; c. Be searchable by keyword based on Client -specific environmental parameters; d. Be reviewed monthly for and updated with new data, as appropriate; e. Provide a mechanism for end-users to provide feedback on the value of the content; f. Be reviewed quarterly for FAQs that are no longer pertinent and updated by removing such data, as appropriate. 	R	P

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A7 Service Desk Infrastructure				
A7-1	Service Desk Physical Infrastructure	<p>Provide a single point of contact (SPOC) Service Desk for Client end-users. Such Service Desk must include the following requirements:</p> <ul style="list-style-type: none"> i. Provide all end-user support services in English; ii. Provide a centralized Service Desk for all end-users based on clients business hours required; iii. Provide the necessary facilities to accommodate the Service Desk and maintain the required level of Service availability, including security, utilities, and protections; iv. Staff the Service Desk with qualified and fully trained personnel in the technologies and products being supported and at the appropriate level for the support tier performed; v. Maintain a Service Desk staff that is professional in end-user interactions, trained to resolve issues, and focused on end-user and Client satisfaction; vi. Provide the capability to have a “broadcast” when accessing the Service Desk via the telephone and seen when accessing via the web. 	R	
A7-2	Service Desk Telephony Infrastructure	<p>Provide an Automated Call Distribution system for the routing, handling, and reporting of both inbound and outbound telephone calls to Service Desk. Such ACD will include:</p> <ul style="list-style-type: none"> i. All Device, firmware, and Software components required to provide the ACD functionality; ii. Review and design changes to the ACD as required to meet changing business needs; iii. A customizable greeting to all callers; iv. A voice bulletin board feature that presents a customized voice message to all callers updating them on known outages and current issues. This should be heard prior to the caller making a selection; v. Comprise of no more than three (3) levels (i.e., the Authorized User will not be required to make more than three (3) selections to reach the specific ACD queue associated with the purpose of his/her call). 	R	
A7-3	Service Desk Telephony Access	<p>Provide a toll-free telephone function for use in calling the Service Desk as well as all required telephony Circuits, Devices, Software, switching, and capabilities for such telephony access.</p>	R	
A7-4	Service Desk Telephony Infrastructure Services	<p>Support the provided ACD, including:</p> <ul style="list-style-type: none"> i. Performing Device remedial and preventive Maintenance; ii. Performing Software installs, Patches, and Upgrades as required to maintain the ACD so that it does not reach an end-of-life state from the Original Equipment Manufacturer; iii. Reviewing, designing, and implementing Changes to the 	R	

Appendix D to DIR Contract No. DIR-SDD-2031 (Supplemental Agreement)

Task ID	Task / Function	Description	Responsibility	
<i>Responsibility Codes R = Responsible P = Participate A = Approver</i>			Unisys	Client
		ACD as required to meet changing business needs.		
A7-5	Call Monitoring	Provide a Service Desk telephone system that permits live call monitoring to support Client and Unisys quality control initiatives, audits and investigation into individual agent performance.	R	
A8	Service Desk Services			
A8-1	Service Desk – Telephony Interface	<p>Provide telephone based communications to the Service Desk that:</p> <ol style="list-style-type: none"> i. Provide a greeting to the end-user announcing the Service Desk; ii. Be answered by a Service Desk staff member; iii. Require the caller to identify themselves and verify no more than three (3) pieces of end-user verifying data points, with the caller not needing to provide the same respective data more than once; iv. Refer to the Ticket history and Service Desk customer satisfaction survey history for the end-user; v. Create a Ticket in the IMS and triage the Incident for initial assessment of the core issue: <ol style="list-style-type: none"> a. If the issue is supported by Unisys, immediately start troubleshooting and Resolution activities; b. If the issue requires the involvement of a Third Party Supplier or a designated service team: <ol style="list-style-type: none"> i. Perform initial troubleshooting and Resolution activities in accordance with provided scripts; ii. If the Incident is a Severity 1, provide a hot-transfer (contact the needed support team and transfer the caller directly); vi. If the Incident is not a Severity 1, route the Ticket to the appropriate support queue and notify the end-user of the action. 	R	
A8-2	End-User Information	Receive and load into IMS such Client-provided information (end-user database) and validate key data fields of end-user location, end-user business, Such database updates from Client will occur monthly	R	P
A8-3	Service Desk Ticket Logging	Create new Tickets in the IMS For all communications reported to the Service Desk via Live Communication.	R	
A8-4	Web-based Ticket Logging	For all Incidents reported to the Service Desk through a web-based interface to the IMS, automatically create a new Ticket in the IMS.	R	
A8-5	Time Stamping Ticket Activity	<p>Implement a time-stamping capability for the IMS where the following events will trigger automatic timestamps being documented in a Ticket:</p> <ol style="list-style-type: none"> i. Opening of a Ticket; ii. Closing of a Ticket; 	R	

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		<ul style="list-style-type: none"> iii. Status call about a Ticket; iv. Transfer of a Ticket to another support level or support team; v. Delays induced by the unavailability of parts, end-user response, or support personnel; vi. Escalation of a Ticket; vii. Each data entry into the Ticket. 		
A8-6	Ticket Severity Assignment	<p>Based on the Severity definitions established for the services, correctly assign a Severity code to each Ticket entered into the IMS. The Severity will be established based on:</p> <ul style="list-style-type: none"> i. Severity levels defined by the parties; ii. A Ticket logged by a named VIP or relating to a VIP Device; iii. An escalated Severity as defined by a designated Client interface. 	R	
A8-7	Ticket Management	<p>Provide management of all Tickets logged into the IMS, including:</p> <ul style="list-style-type: none"> i. Tracking all Tickets from opening to closure; ii. Monitoring the aging of all Tickets, invoking any escalation schemes based on prescribed processes; iii. Making certain Ticket entries in the IMS include all troubleshooting, Resolution and other pertinent data; iv. Reporting, individually and in aggregate, all Ticket data and escalations. 	R	
A8-8	Ticket Age Escalation Process	<p>Develop an aging escalation process that identifies classes or types of Tickets that will be escalated at specified ages for Tickets routed to non-Unisys Resolution entities. The age escalation process must:</p> <ul style="list-style-type: none"> i. Detail the type and Severity of Tickets to be escalated; ii. Detail all levels of an escalation hierarchy for each Ticket type and Severity; i. Detail the escalation ages for each Ticket type and Severity; iii. Provide the escalation organization, IMS queue (if any), or contact name. 	P	R
A8-9	End-User Aged Ticket Escalation	<p>Provide a process for end-users to escalate Tickets that have not been closed in sufficient time or have been closed and were not resolved to the end-user's satisfaction. Such a process will be reviewed and approved by Client and must:</p> <ul style="list-style-type: none"> i. Allow the end-user to escalate via a telephone call to the Service Desk or via the web interface to the IMS; ii. Provide routing to Service Desk management; iii. Provide routing to the Client Service Delivery Designee; iv. Provide an automatic entry into the IMS Ticket for the Incident of the end-user escalation, with a time stamp of when the escalation was received; v. Provide a review process that reviews end-user escalations for remedial activity and process review. 	R	

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A8-10	Incident and Service Request Resolution	Respond to and Resolve all Incidents and Service Requests that are Service Desk Resolvable. Upon Resolution, validate via email to the end-user that the Incident or Service Request is Resolved.	R	
A8-11	Interfacing to Third Party Suppliers	When required to Resolve an Incident or Service Request, contact other Client support teams or Client-identified Third Party Suppliers, including: <ul style="list-style-type: none"> i. Following the contact methods defined in Operating Level Agreements; ii. Updating Ticket information in the IMS with contact and Resolution data; iii. Maintaining relationships with the Third Party Suppliers. 	R	
A8-12	Resolution Coordination	Coordinate all Ticket Resolution activities with all parties participating in the troubleshooting and Resolution of a Ticket. As the coordinator, the Unisys will assume responsibility for: <ul style="list-style-type: none"> i. Maintain that all Service Desk, IMS and Resolution processes are followed; ii. Providing a central point of communications for all troubleshooting and Resolution activities; iii. Instigating and maintaining communications with the end-user, where appropriate, for scheduling dispatches, updating progress, and gathering data. 	R	
A8-13	Dispatch Coordination	Act as the coordination point for the end-user and dispatched resources.	R	
A8-14	IMACD Scheduling	<ul style="list-style-type: none"> i. Act as a single point of contact for IMACD requests; ii. Authenticate each Service Request using agreed-upon authentication processes, including required Client Approvals; iii. Manage all Service Requests for IMACDs in accordance with established procedures; iv. Review each Service Request for authorization and was entered into the IMS; v. Contact the end-user and schedule an agreed time for the Service Request to take place; vi. Confirm Service Levels for end-users requesting service; vii. Document the IMACD in the IMS and route a Ticket to the team performing the work. 	R	
A8-15	IMACD Coordination	<ul style="list-style-type: none"> i. Verify the IMACD occurred on schedule and contact end-users to confirm their satisfaction; ii. Reschedule the IMACD, when necessary; iii. Resolve IMACD scheduling issues and escalate when required. 	R	
A8-16	VIP Services	Document and implement a means to identify Client VIPs at Tier I and Tier II Locations (such list to not exceed 5% of the total end-user base) and an expedited support and escalation process for such VIPs (which will include assignment of a	R	

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		higher Severity). Should Client approve additional methods for expedited support (e.g., dedicated agents) that require additional costs, Client will, upon mutual agreement in writing, bear such costs.		
A8-17	Service Desk Tooling – Remote Control	Provide, implement, configure, and Support a tool used by the Service Desk to allow remote control, via networking capabilities, for the purpose of remote diagnosis, troubleshooting, and repair of Incidents. This tool will: <ul style="list-style-type: none"> i. Permit Service Desk personnel to access the Conventional Device and view the end-user screen at their location; ii. Require a real-time, on-screen authorization from the end-user to permit Service Desk personnel to capture the Conventional Device; iii. Post a message on the End-User Conventional Device when the remote control connection has ended. 	R	
A8-18	Billable Systems Census Verification	Collaborate with the Asset Services support team to verify Billable Systems census reports and obtain the data necessary to perform regular invoicing.	R	
A8-19	Investigate Rogue Devices	Investigate reported rogue Devices and determine the user and location of the Device when notified by the Asset Services support team	R	
A8-22	Client Application Scripting	Develop troubleshooting and Resolution scripts for use by the Service Desk in supporting Client developed or customized Applications and web-functions. Publish scripts in a format easily incorporated into the IMS.		R
A8-23	Client Application Support Script Maintenance	Develop and publish to Client Application support teams a process and schedule for reviewing the currency and effectiveness of Client provided scripts	R	P
A8-24	Development and Use of Trending Data	Use the IMS data to trend Incident data and make environment Change recommendations to Client to reduce and eliminate types of Incidents.	R	
On Site Support and Moves, Adds and Changes (MACs)				
A9	Moves, Adds, Changes Support			
A9-1	Facilities Readiness	Perform engineering, trades work, and management of environmental, power, and office fit-out for the Normal Operations of all Devices and complete facilities readiness activities prior to the scheduled date for Device installations.		R
A9-2	Staging and Deployment of New Devices	Perform all Device staging and deployment of new Devices.	R	

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A9-3	Image	<p>For any Conventional Devices that are shipped from the Device provider without a preloaded Client Image, determine if such Devices are Imaged using the latest Image version.</p> <ul style="list-style-type: none"> i. Unisys may perform the imaging in-house or may use Subcontractors for Device imaging; ii. Client Approval must be obtained prior to the utilization of any Subcontractors for Device imaging; iii. Unisys is responsible for installing the appropriate and most recent Image version. 	R	
A9-4	Moves	<p>Relocate Devices from one Client Location to another, including:</p> <ul style="list-style-type: none"> i. Disconnect CPU and all peripherals from power and Network connections, and desk / office furniture, and inventory and physically pack at the old location; ii. Unpack at new location and visually inspect for damage; iii. Check parts against packing slip, report discrepancies, and take agreed upon remedial action; iv. Install keyboard, mouse, and other peripherals (e.g., speakers, monitor); v. Check for proper boot-up procedure, and restore using a master Image or equivalent, in the event that the boot-up fails; i. Connect, configure, and check for the Normal Operations of the Device; vi. Provide and report on Asset changes; ii. Remove all packaging and work materials upon completion of the move. 	R	
A9-5	Adds (Refresh) – Receive Device	<p>Upon receipt of a new Device;</p> <ul style="list-style-type: none"> i. Unpack Device and visually inspect for damage; ii. Check parts against packing slip, report discrepancies, and take agreed upon remedial action; iii. Install keyboard, mouse, and other peripherals such as speakers, monitor, etc., including attachments to desk and/or office furniture, as required; vii. Remove all packaging and work materials upon completion of the installation. 	R	
A9-6	Adds (Refresh) – Configure Devices	<p>Connect, configure, and check for proper operation of all Devices:</p> <ul style="list-style-type: none"> i. Check for proper boot-up procedure; ii. If the boot-up fails, restore using a Core Image and an Image Library load based on the end-user profile; iii. Collaborate with Managed Procurement to investigate the cause of the boot-up failure. iii. Configure Network settings and verify LAN and/or Wi-Fi connectivity; iv. Map standard drive configurations; v. Load Network print drivers and map Networked Printing Devices; vi. Test connections to standard mapped drives and print 	R	

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<i>Responsibility Codes R = Responsible P = Participate A = Approver</i>				
		<p>a test page to the appropriate (default) Network Printing Device;</p> <p>vii. Verify that anti-virus and other security Software Applications are functioning correctly;</p> <p>viii. Provide and report on Asset changes;</p> <p>ix. Tag, make, model, serial number, location, and update if necessary;</p> <p>x. Conduct end-user orientation (i.e., how to obtain additional Software, power-up and power-down, connecting to wireless Network) and obtain end-user confirmation that installation is complete.</p>		
A9-7	Adds (Refresh) - End-User Data Restoration	<p>Using the Client-provided End-User Backup tools, restore end-user data on the new Conventional Devices when required during a refresh, including:</p> <p>i. Obtain necessary passwords and encryption keys from the End-User Backup account administrator;</p> <p>ii. Restore end-user data as needed, and verify that files and folders are returned to their original structure.</p>	R	P
A9-8	Adds (Refresh) – Application and Peripheral Configuration	<p>Perform additional Application installation and Device configuration activities:</p> <p>i. Install Approved end-user Applications that are not part of the Core Image(s);</p> <p>ii. Configure USB based peripherals, including any Locally Connected Printing Devices.</p>	R	
A9-10	Changes	<p>Change the components or Software on a Device, including:</p> <p>i. Unpack the component or Software and visually inspect for damage;</p> <p>ii. Check parts against packing slip, report discrepancies, and take agreed-upon remedial action;</p> <p>iii. Perform the Change and check for Normal Operations of the Device;</p> <p>iv. Conduct end-user orientation and obtaining end-user confirmation that Change is complete;</p> <p>v. Provide and report on asset changes</p> <p>vi. Remove all packaging and work materials upon completion of the change.</p>	R	
A9-11	De-installations	<p>De-install a Device, including:</p> <p>i. Disconnect CPU and all peripherals from power and Network connections, and desk / office furniture;</p> <p>ii. Inventory the Devices and all peripherals and validate against the uninstall plan;</p> <p>iii. Using a Client-Approved data erasure process, erase all end-user data from the Device;</p> <p>iv. Using a Client-Approved data erasure process, erase all Client provided</p> <p>v. Applications from the Device;</p>	R	

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<i>Responsibility Codes R = Responsible P = Participate A = Approver</i>				
		<ul style="list-style-type: none"> vi. Physically pack Device and all peripherals; vii. Provide and report on Asset changes; viii. Relocate or ship Device to a designated location for retirement; ix. Remove all packaging and work materials upon completion of the De-installation. 		
A9-12	Expedited MACDs	Develop a process to expedite IMACD requests. Such Service must: <ul style="list-style-type: none"> i. Define a process for requesting and approving such expediting by the Client Service Delivery Designee; ii. Define a communication process to the Client Service Delivery Designee to announce completion times. 	R	A
A9-13	Bulk IMACDs	When requested by Client, for IMACDs involving more than five (5) Client Personnel at the same Client location, perform such IMACDs as a New Service.	R	
A9-14	Unisys Workspace	<ul style="list-style-type: none"> i. Provide work space consistent with <DIR Customer>'s space standards for Unisys including a phone with voice mail, access to a data line, a locked space for tools, spare parts and storage of products, and access to buildings and Distributed IT Infrastructure; ii. Providing consumable personal and network printer items such as paper, printer ribbons, toner and toner cartridges and for installation of such items as necessary; iii. Providing trash containers for the removal of packaging materials from <DIR Customer> Site. 		R
A9-15	Device Preparation and Disposal	<ul style="list-style-type: none"> i. Backing up end-user Conventional Device data; ii. Providing all cable plants, cable termination device and cable inside building walls; iii. Providing designated disposal areas for all disposed Devices and disposal of Devices; iv. Provide a site contact / coordinator at each site that receives the Services, The site contact / coordinator will have knowledge of the SOW and will provide support Unisys in the delivery of the Services. 		R
A10	Onsite/Desk-side Support			
A10-1	Dispatch Acceptance	Perform onsite troubleshooting and Resolution activities for Authorized Users. Dispatch acceptance includes: <ul style="list-style-type: none"> i. Reviewing the troubleshooting information embedded in the dispatched Ticket for familiarization with the Authorized User issue and to arrive with the end-user's location with the most appropriate tools and Device replacement parts; ii. Notifying the Service Desk through an established process 	R	

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		of the anticipated time of arrival at the end-user's location.		
A10-2	Remedial Device Support	Perform remedial Support activities for Conventional Devices, when required. Such remedial Support activities include: <ol style="list-style-type: none"> i. Return the defective Device as to operation according to OEM standards; ii. Perform remote diagnostics with the end-user; iii. Provide all necessary labor to repair or restore Device to Normal Operations; iv. Provide all necessary Support of local backup and restore capabilities for Devices; v. Perform BIOS update, if required and approved by Client; vi. Conduct Asset validation, including end-user profile updates, Device Asset Tag check, model and serial number check, location etc.; vii. Advise the end-user, before a Device Support request is complete, of the status of work being performed and provide future avoidance or maintenance tips to prevent additional Problems; viii. Provide service personnel who are fully trained and certified by OEM in direct support of their product on the Devices they support; ix. Update the Asset Tracking System with the correct Device, end- user, logistics, and warranty information; x. Report to Client any non-standard hardware discovered; xi. Conduct ongoing analysis of Device Support and call history to track service trends; xii. Conduct monthly Device performance reviews and trend analysis; xiii. Manage and act as single point of contact for Unisys Subcontractors, Device warranty providers, and other Suppliers identified by Client. 	R	
A10-3	Remedial Software Support	Perform remedial Support activities for Software on End-User Devices, when required. Such remedial Support activities include: <ol style="list-style-type: none"> i. Diagnose and Resolve the Problem, including: <ol style="list-style-type: none"> a. Update BIOS; b. Resolve Device driver conflicts; c. Resolve Software configuration issues; d. Perform security scan (for malware, viruses, etc.), identification, and eradication; e. Configure remote access services; f. Configure administration information; g. Create and clear print queues; h. Perform Network connectivity tests including login, file access, and printing; i. Configure and test end-user messaging services including directory synchronization. ii. Resolve connectivity issues, including: 	R	

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		<ul style="list-style-type: none"> a. Explaining any specific system utilities needed to properly use the connected system; b. Testing applicable Software functions that may include: midrange connectivity, LAN connectivity, dial-up connectivity, print capability, proper power-up, operation without conflict, Application Software operation without conflict, and drivers loading without errors. iii. Check the specific failure or Problem reported by the end-user; iv. Check for proper boot-up procedure and connectivity to necessary v. Network resources; vi. Check for proper operation of system Devices; vii. Route the Problem to the Device support provider when necessary; viii. Test for full functionality, connectivity, and access to Servers and printers; ix. Obtain end-user confirmation that Problem Resolution is complete; x. Provide end-user orientation on prevention of same Problem, when applicable; xi. Validate Asset Management System fields including user profile updates, Device Asset Tag, make, model, serial number, location, etc., and update if necessary. 		
A10-4	Peripherals Support	When necessary, provide Device support for all peripherals connected to Conventional Devices, including: <ul style="list-style-type: none"> i. Monitors and other displays; ii. USB-based and other externally connected Devices (excluding Locally Connected Printing Devices); iii. Docking stations; iv. Wirelessly connected Devices. 	R	
A11	End-User Backup Support			
A11-1	End-User Backup Infrastructure	Implement and configure End-User Backup tools and support the End-User Backup environment.		R
A11-2	Device Backup and Restore Execution	Perform backup and restore operations on end-user Conventional Devices when necessary to Resolve an Incident: <ul style="list-style-type: none"> i. Obtain necessary passwords and / or encryption keys from the End- User Backup account administrator; ii. Restore end-user data as needed, and verify that files and folders are returned to their original structure. 	R	
Break-Fix / Maintenance – Vendor Owned Equipment				
A12	Conventional Device Support			

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A12-1	Device Support Services	Provide support for Authorized User Conventional Devices: <ul style="list-style-type: none"> i. Provide all Device maintenance activities required to Support Normal Operations of Conventional Devices; ii. Maintain support relationships with Device OEMs to have access to OEM support teams and engineering functions. 	R	
A12-2	Reimaging	When required to resolve an issue with a Conventional Device for an Authorized User, reimage the Device. Reimaging includes: <ul style="list-style-type: none"> i. Backing up any end-user data from Client Locations on the Device Storage system; ii. Explaining the impact on the end-user's Applications and gaining the approval of the end-user prior to re-imaging; iii. Reimaging the Device with the most-current version of the Core Image and end-user profile specific Applications; iv. Restoring the end-user data to the Device and validating data viability; v. install approved end-user Applications that are not part of the standard Image(s); vi. Testing the functionality of the Device, verifying that the issue has been resolved and the Device is operating within Normal Operations. 	R	
Asset Tracking Services				
A13	Program Deliverables			
A13-1	Existing Baseline Inventory	Client shall provide Unisys with an existing Device inventory to be used in populating the baseline repository and provide access to Unisys to Client provided autscan tool.		R
A13-2	Baseline Inventory Repository	Create an initial baseline inventory repository, which has been populated with a combination of Client provided information and Client auto scan information.	R	
A13-3	Physical Inventory	If Client does not have an existing Device inventory, Unisys can provide a physical inventory of the Client's IT infrastructure as a New Service.	R	P
A13-4	Capture and Tracking Process	Provide tracking of agreed-to Client hardware and software inventory associated with the IT Services, including: <ul style="list-style-type: none"> i. Receiving Devices for Client, and recording the devices in the Inventory repository; ii. Maintain Unassigned inventory; iii. Track recycle inventory; iv. Track inventory to be disposed; v. Update the Inventory data as a result of the Field Support activity, IMACD, and requests; vi. Update the Inventory database as a consequence of approved changes to Configuration Items or valid change 	R	P

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		management; vii. Develop a device capture process; viii. Provide monthly Asset Tracking Reports as agreed to.		
A13-5	Site Access and Inventory Integrity	i. Provide Unisys with required access to carry out periodic physical checks of the inventory base; ii. Responsible for changes to hardware and software inventory made directly by Client Users and/or service partners, outside of the agreed Request Management and Change Management procedures; iii. Responsible for developing and maintaining its internal financial asset database.		R
A14	Interfaces			
A14-1	with Client IT	Develop, document, and Support interfaces with Client IT, including: <ul style="list-style-type: none"> i. Operating Level Agreements; ii. Escalation points for aging Tickets; iii. Requirements for Ticket and Service Request exchanging and data entry; iv. Detailed processes for communicating Incident Resolution activity and cooperative troubleshooting; v. Steps defining handoff points, data to be exchanged, contact persons, and contact methods, and Service Level requirements for: <ul style="list-style-type: none"> a. IMACD activity, including a verification process that asset management processes have been followed for database updating; b. Responding to joint troubleshooting efforts; c. Technology refresh planning, program management, and scheduling; d. Leased asset return activity. 	R	P
A14-2	Scripting Interfaces	Develop, document, and Support interfaces with Client application support teams, which will include: <ul style="list-style-type: none"> i. Operating Level Agreements with each separate Client group or team providing such services; ii. A template for documenting scripts to lead Service Desk personnel through a troubleshooting process for a Client-designated Application; iii. A process for feedback to the Client Application teams on the effectiveness of the scripts provided. 	R	P
A14-3	Client-Designated Third Parties	Develop, document, and Support interfaces with Client Third Party Suppliers, which will include: <ul style="list-style-type: none"> i. Operating Level Agreements with each separate group or company providing such services; ii. Committed levels of Service; iii. Escalation points for aging Tickets; iv. Requirements for Ticket and Service Request 	R	P

Task ID	Task / Function	Description	Responsibility	
<i>Responsibility Codes R = Responsible P = Participate A = Approver</i>			Unisys	Client
		v. exchanging and data entry; Processes for notification to the Service Desk of pending, known, and anticipated disruptions of Service capabilities.		
A15	Standard and Ad Hoc Reporting and Documentation			
A15-1	IMS Reporting	Provide a integrated reporting system within the IMS that accomplishes all of the reporting requirements outlined in Appendix F.	R	
A16	Service Quality Maintenance			
A16-1	Service Desk Services	Monitor at least two (2) calls per Service Desk agent per month to assess performance and identify training and coaching opportunities. Such monitoring will examine relevant factors, including: <ul style="list-style-type: none"> i. Interpersonal and customer interfacing skills; ii. Issue handling; iii. Technical competence and Client IT Environment understanding; iv. Timely Resolution of Incidents. 	R	
A16-2	Desk-side Services	Review at least two (2) dispatches per deskside support technician per month to assess performance and identify training and coaching opportunities. Such reviewing will examine relevant factors including: <ul style="list-style-type: none"> i. Interpersonal and customer interfacing skills; ii. Arrival promptness to schedule; iii. Issue handling; iv. Technical competence and Client IT Environment understanding; v. Timely resolution of Incidents. 	R	
A16-3	Follow-up	Based on the results of monitors and reviews of support personnel, develop and enhance training programs for Unisys Personnel to maintain the required Service Levels and to always provide the highest level of customer handling skills.	R	
A17	Unwind/End of Engagement Services			
A17-1	Asset Recovery Services	End of Engagement Services apply to all Vendor-provided Conventional Devices which are remaining in service at contract end. <ul style="list-style-type: none"> i. Unisys and the DIR customer will jointly review the deinstallation schedule and determine scheduling requirements; ii. Provide management oversight sufficient to manage End of Engagement Services. 	R	P
A17-2	End User Data Backup	Back up end user data as required prior to preparation for		R

Appendix D to DIR Contract No. DIR-SDD-2031 (Supplemental Agreement)

Task ID	Task / Function	Description	Responsibility	
<i>Responsibility Codes R = Responsible P = Participate A = Approver</i>			Unisys	Client
		replacement.		
A17-3	Retired Asset Preparation and Shipment	<ul style="list-style-type: none"> i. De-install retired assets at end of term; ii. Provide weekly site status report to Client during the deinstallation period. Weekly reporting will include all information determined as necessary before start of project; iii. Perform disk wipe routine as required to remove Client data; iv. Shipping of returned asset; v. A site shall be considered successfully deinstalled when all hardware is packaged and shipped, and a designated customer site contact signed and approved the deinstallation inventory list. 	R	A
A17-4	Additional Termination Assistance	Provide a time and cost estimate for any additional Termination Assistance Services for Client's approval prior to commencing.	R	A

6. Appendix A – Pricing

NOTE: TO BE COMPLETED BASED UPON THE SERVICES CHOSEN FOR EACH SPECIFIC CUSTOMER.

7. Appendix B – Service Level Agreement

NOTE: TO BE UPDATED BASED UPON THE SERVICES CHOSEN.

7.1. General

The Service Level measurements and their targets that are described in this Appendix B represent the Service Levels associated with this SOW of the Agreement.

As of the Transition Completion Date, Unisys will perform the Services and begin measuring the Service Levels as specified in this appendix.

7.2. Performance Measures

Service Levels shall commence being measured on the Transition Completion Date. Service Levels will be measured on a monthly basis unless otherwise specified in section 7.5 (Service Level Matrix).

New Service Levels shall be added via the Change Control Process. Measuring tools for new Service Levels and changes to measuring tools for existing Service Levels will be implemented in accordance with the Change Control Process. If a measuring tool changes, the parties may, by written agreement, adjust the Service Level measurements as necessary to account for any increased or decreased sensitivity in the new measuring tool. However, it is not anticipated that changes in the measuring tools will drive changes in Service Levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in measuring tools.

If Unisys fails to measure Service Level performance for a Service Level so that it is not possible to confirm whether the Service Level has been achieved, then, unless such failure to measure was previously excused in writing by Client, the Service Level performance for the Service Level shall be deemed to be a Service Level Failure. If Client measures Unisys Service Level performance using a Client provided tool, then Client will, upon request of Unisys, provide Unisys access to data related to such Service Level performance in the tool and permit Unisys to audit Client records to verify the accuracy of the data and Service Level calculations.

7.3. Exceptions

If the cause of failure to achieve a Service Level was due to a factor outside the control of Unisys or for which Unisys is not responsible, such failure shall not be deemed a Service Level Failure. Exceptions to Service Level Failures include:

1. Incidents resulting from non-supported components.
2. Incidents caused by the actions or inactions of Client Personnel or a third party for which Unisys is not responsible.
3. Changes to the environment by Client or third parties which were not communicated in accordance with the Change Control Process or other agreed method pursuant to the Agreement.
4. Client prioritization of necessary resources whether agreed or not by Unisys.
5. Client's failure to perform obligations as set forth in the Agreement to the extent such failure affects Unisys ability to perform the Services at the specified Service Levels.
6. The cause of the failure to achieve a Service Level was a factor outside of the reasonable control of Unisys and Unisys would have achieved the Service Level but for such factor. Unisys used

commercially reasonable efforts to foresee and prevent the occurrence of such factor and Unisys is without fault in causing such factor.

7. The volume for a particular Service Level is too low to adequately judge Service Level attainment.
8. For each day that Unisys experiences unexpected or unprecedented volumes and consumption parameters and/or assumptions, material changes and dependencies that exceeds the anticipated daily average of the monthly incidents by 10% or more, Unisys will be relieved from meeting the Service Levels of the affected Services for any such days and Unisys will eliminate those days from the Service Level calculations.
9. Time scheduled for maintenance in accordance with the Agreement, or as part of an approved change where downtime has been agreed by the parties in writing.
10. Authorized Users not identified by the Client to Unisys.

7.4. Changes to Service Levels

7.4.1. Additions, Deletions, and Modifications

1. Subject to the remainder of this Section 7.4.1, Client may, once per quarter and in accordance with the Change Control Process:
 - 1.1. Add or delete Service Levels.
 - 1.2. Change Service Levels from Service Levels to Key Measurements or from Key Measurements to Service Levels.
2. The addition or substitution of new Service Levels and Key Measurements by Client in accordance with Item 1 of Section 7.4.1 above shall be in order to achieve a fair, accurate, and consistent measurement of Unisys performance of the Services. For example, such additions or substitutions may occur in conjunction with changes to the environment and the introduction of new Equipment or Software or means of Service delivery.
3. All new Service Levels shall:
 - 3.1. be quantifiable, measurable and objective; and
 - 3.2. have adequate volume to fairly represent the performance of Service.

7.4.2. Performance Standards for Additional Service Levels

If Client adds a Service Level in accordance with clause 1 of Section 7.4.1, the Service Level target for such Service Level shall be determined as follows:

1. If at least six (6) consecutive months of Unisys-provided service measurements exist for a particular Service that is being performed by Unisys, then the Service Level target shall be defined as the median of such service measurements for the Six-Month Measurement Period.
2. If the six months' of measurements described in clause 1 of Section 7.4.2 above do not exist, then:
 - 2.1. Unisys shall begin providing monthly measurements within 90 calendar days after Unisys receipt of Client's written request given pursuant to clause 1 of Section 7.4.1 above, subject to agreement on such measurements in accordance with the Change Control Process;

- 2.2. After six or more actual Service Level attainments have been measured, the Service Level target commitments will be established in accordance with clause 1 of Section 7.4.2 above;
3. Certain calculations specified in this exhibit assume that perfect performance of each Service Level is 100 percent. If 0 (zero) percent represents perfect performance for a Service Level, then such calculations shall be modified as appropriate for that Service Level.

7.5. Service Level Matrix

NOTE: the Customer will select one Service Level Package to be purchased and the following tables will be modified based on those choices. Custom targets may also be selected and priced. Not all locations qualify for On-Site DSS and Break/Fix Gold Service Levels.

7.5.1. Service Level Attainment

Service Level Attainment measurement is calculated on a complete calendar month basis. Performance results are measured and reported in accordance with actual results with any exceptions for the reasons stated in section 7.3 of this Appendix B.

7.5.2. Help Desk Services – Service Levels

Service Parameters	Service Package		
	Bronze	Silver	Gold
Hours of Coverage	5x9 (M–F)	5x12 (M–F)	7x24
Average Speed to Answer (seconds)	< = 45 seconds	< = 45 seconds	< = 30 seconds
Abandonment Rate	Less than or equal to 6%	Less than or equal to 6%	Less than or equal to 6%
First Call Resolution	50%	75%	85%

Table 7.1

1. Average Speed to Answer (In seconds)

“**Average Speed of Answer**” means, for telephony based Incidents or Service Requests, the period of time measured from the moment the Authorized User makes a final selection from the ACD and is placed in a call queue, to the time an agent answers the call, measured in seconds.

The monthly Average Speed to Answer Service Level shall be calculated as the total elapsed time in seconds for all calls answered by a Service Desk Agent (after selection of the option on the automated menu that leads to a live person) within a calendar month divided by the total number of calls to the Service Desk for that same calendar month.

2. Call Abandon Rate - Service Desk

“**Abandonment Rate**” means the number of calls not answered after the ASA threshold, divided by the total number of calls offered, expressed as a percentage. A call is not considered abandoned if the call is terminated by the Authorized User prior to waiting sixty (60) seconds, or if the call is terminated by the Authorized User prior to the Authorized User making a final option selection from the Automated Call Distribution system and being placed in a call queue. A call is considered abandoned in all other cases where a live agent does not answer.

The Call abandon rate shall be measured using the Service Desk “ACD” provided statistics.

3. First Call Resolution for Service Desk Resolvable Calls

This is a measurement of the First Call Resolution for calls to the Service Desk that have been identified as Service Desk Resolvable calls that should have reasonably been fixed on the first call and are within the responsibility of the Service Desk as defined by the Statement of Work. First Call Resolution Incidents or Service Requests to be defined and mutually agreed by the parties during Transition.

The First Call Resolution shall be calculated as the number of Service Desk Resolvable Tickets Resolved on the first call by Service Desk Agents within a calendar month divided by the total number of Service Desk Resolvable Tickets within the same calendar month. Specifically excludes any Incidents or Service Requests that must be referred or dispatched to another tier of service or entity (Supplier, Client, or third party) for satisfactory Resolution.

7.5.3. On-Site Support and MAC Services—Service Levels

Service Parameter	Service Package		
	Bronze	Silver	Gold
Hours of Coverage	5x9 (M–F)	5x12 (M–F)	5x12 (M–F)
Devices Covered	Desktops/Laptops	Desktops/Laptops	Desktops/Laptops
MACs Included (per device per year)	.5	.75	1.0
MAC Accomplishment	Within 5 business days	Within 5 business days	Within 3 business days
MAC-versus-Project Threshold	More than 5 associated MACs is a project.	More than 5 associated MACs is a project.	More than 5 associated MACs is a project.
DSS Events Included (per device per year)	.5	1.0	1.25
DSS Restore SLA	Next Business Day	Next Business Day	8 Business Hours

1. MAC Accomplishment

“5 Business Days” is measured starting from receipt of a valid MACD service request into the Unisys call management system within the Hours of Coverage. The clock will not run during time outside the Hours of Coverage.

Calculated as the number of MACD requests complete <= 5 Business Days within a calendar month divided by the total number of MACD requests within the same calendar month. Excludes time outside of Hours of Coverage. A MACD has been achieved when the Unisys technician has completed the service request.

“3 Business Days” is measured starting from receipt of a valid MACD service request into the Unisys call management system within the Hours of Coverage. The clock will not run during time outside the Hours of Coverage.

Calculated as the number of MACD requests complete <= 3 Business Days within a calendar month divided by the total number of MACD requests within the same calendar month. Excludes time outside of Hours of Coverage. A MACD has been achieved when the Unisys technician has completed the service request.

2. Deskside Software Support (DSS) Restore

“Next Business Day (NBD)” is measured starting from receipt of a valid Deskside Software Support service request into the Unisys call management system within the Hours of Coverage. The clock will not run during time outside the Hours of Coverage.

Calculated as the number of DSS non-break/fix onsite activities resolved <= NBD within a calendar month divided by the total number of DSS non-break/fix onsite activities within the same calendar month. Excludes time outside of Hours of Coverage. A fix has been achieved when the Unisys technician has resolved the service request.

“8 Business Hours” is measured starting from receipt of a valid Deskside Software Support service request into the Unisys call management system within Hours of Coverage. The clock will not run during time outside the service window.

Calculated as the number of DSS non-break/fix onsite service requests resolved <= 8 Business Hours within a calendar month divided by the total number of DSS non-break/fix onsite service requests within the same calendar month. A fix has been achieved when the Unisys technician has resolved the service request. SLA time is based on the Hours of Coverage window and may include cutoff time, i.e. call arrives up to cutoff time in current day is due NBD.

7.5.4. Asset Tracking Services—Service Levels

Service Parameter	Service Package		
	Bronze	Silver	Gold
Basic Asset Information (Device Number, User Name, Serial Number, Computer Make/Model, BIOS Version Date, and so forth)	X	X	X
Additional Data Points Tracked (RAM, Hard Drive Size, Free Space Available, CPU Type, CPU speed, Operating System Version, and so forth)		X	X
Software License Data (such as applications that reside on the device)			X

1. TBD – to be defined with each Customer.

7.5.5. Break-Fix/Maintenance Services—Vendor-owned Service Levels

Service Parameters	Service Package		
	Bronze	Silver	Gold
Hours of Coverage	5x9 (M–F)	5x9 (M–F)	5x9 (M–F)
Devices Covered	Desktops/Laptops	Desktops/Laptops	Desktops/Laptops
Parts*	Included under warranty only	Included under warranty only	Included under warranty only
Restore SLA	OEM Warranty Support Only. No SLA applies	Next Business Day Restore	8 Business Hours Restore

* Unisys can offer parts support for out-of-warranty parts as a part of Break-Fix/Maintenance Services, but we require detailed inventory information to offer pricing and acquire appropriate spare parts inventories.

1. Break/Fix Restore

“Next Business Day (NBD)” is measured starting from receipt of a valid break/fix service request for Vendor owned Conventional Devices into the Unisys call management system within Hours of Coverage. The clock will not run during time outside the service window.

Calculated as the number of break/fix onsite service requests for Vendor owned Conventional Devices resolved \leq NBD within a calendar month divided by the total number of break/fix onsite service requests within the same calendar month. A fix has been achieved when the Unisys technician has resolved the service request. SLA time is based on the Hours of Coverage window and may include cutoff time, i.e. call arrives up to cutoff time in current day is due NBD.

“8 Business Hours” is measured starting from receipt of a valid break/fix service request for Vendor owned Conventional Devices into the Unisys call management system within Hours of Coverage. The clock will not run during time outside the service window.

Calculated as the number of break/fix onsite service requests for Vendor owned Conventional Devices resolved \leq 8 Business Hours within a calendar month divided by the total number of break/fix onsite service requests within the same calendar month. A fix has been achieved when the Unisys technician has resolved the service request. SLA time is based on the Hours of Coverage window and may include cutoff time, i.e. call arrives up to cutoff time in current day is due NBD.

8. Appendix C – Governance

TO BE EDITED/UPDATED BASED UPON THE SERVICES CHOSEN.

8.1. General

This Appendix C (Governance) is an appendix to the SOW between Client and Unisys and sets out the Governance structure; the roles and responsibilities of both parties to maintain a working relationship; and the type, content, and frequency of the Agreement review meetings that will be held. This Appendix C also sets out responsibilities for Change Management, Change Control, and Dispute Resolution.

8.2. Roles and Responsibilities

8.2.1. Unisys Project Management Office (PMO)

1. Account Manager

Unisys Account Manager will have primary business operating performance responsibility for the account and will verify that all Services and deliverables required under the Agreement are provided to Client. Unisys Account Manager responsibilities include:

 - 1.1. Manage the overall relationship regarding Client and Unisys.
 - 1.2. Overall management of Unisys performance as it relates to the Services provided under the Agreement.
 - 1.3. Provide leadership and guidance to the Client Team.
 - 1.4. Monitor Unisys and Client compliance with the obligations of the Agreement.
 - 1.5. Work with the Client Manager to establish, manage, and meet commitments, requirements, and expectations.
 - 1.6. Work with Client Manager to manage the relationship.
 - 1.7. Work with Client executives and business unit managers to align the delivery of Services with Client's IT strategic needs; these activities will be performed with the approval and in collaboration with Client Manager.
 - 1.8. Provide liaison activities and guidance with Unisys corporate executive leadership in regard to the strategic needs of Client.
 - 1.9. Inform Client about new corporate capabilities and developments within Unisys organization, and propose ideas and solutions.
 - 1.10. Resolve escalated issues in accordance with the escalation procedures.
 - 1.11. Approve, authorize, and oversee all contract-related policies and procedures, including all New or Changed Service Orders.
 - 1.12. Manage the monthly invoice and all account billing and financial reporting functions.
 - 1.13. Review and approve specific project plans and Change Management for in-scope activities for the SOWs.
2. Unisys Transition Manager

The Unisys Transition Manager has the overall responsibility for fulfilling Unisys obligations under the Transition Plan. Unisys Transition Manager responsibilities include:

- 2.1. Manages all aspects of the transition program, including planning, staffing, finance, and implementation of transition deliverables.
 - 2.2. Manage the establishment of the account infrastructure necessary to operate the account, including all financial, human resources, security, facilities, and communications.
 - 2.3. Implement Unisys responsibilities as defined in the Transition Plan.
 - 2.4. Manage the installation of all Service delivery processes and establish the Service Level reporting mechanisms.
3. Unisys Service Delivery Manager(s) or Account Relationship Manager
- The Unisys Service Delivery Manager(s) or Account Relationship Manager, as applicable, will have the primary responsibility to manage Unisys performance of the Services describes in each SOW. Unisys Service Delivery Manager(s) responsibilities include:
- 3.1. Interface as needed with Client.
 - 3.2. Accountable for the day-to-day delivery of the Services
 - 3.3. Responsible for performance reports and managing the periodic reporting
 - 3.4. Provide process ownership for Service delivery processes.
 - 3.5. Provide Unisys quality assurance function.
 - 3.6. Establish continuous service improvement process.
 - 3.7. Drive prompt identification and resolution of Service delivery issues.
 - 3.8. Review all Service Levels and contractual commitments for the respective SOWs and develop remediation plans to address issues.
 - 3.9. Participates in Client's daily change advisory board meeting currently held weekdays 9 A.M. Central Time.
4. Unisys Contract Manager
- The Unisys Contract Manager has primary administrative responsibility for the Agreement, including the management of all updates to the Agreement. Unisys Contract Manager Responsibilities include:
- 4.1. The implementation, management and enforcement of the Contract including the overall management of its performance in accordance with the terms and conditions.
 - 4.2. Resolving disputes relating to the Contract that have not been resolved by the assigned project managers.
 - 4.3. Work within the Client's approval process to obtain the necessary approval to initiate changes and New Services.
 - 4.4. Develop and negotiate all New or Changed Service Orders, addendums and updates to the Agreement that are required during the Term.
 - 4.5. Assist with interpretation and intent of the Parties in regard to the terms and conditions of the Agreement.
 - 4.6. Provide Unisys contract administration for contractual commitments to assure fulfillment of Unisys responsibilities.

8.2.2. Client PMO

1. Client Manager

Client Manager Responsibilities include:

- 1.1. Manage the overall relationship between Client and Unisys;
- 1.2. Primary contact for Unisys Account Manager;
- 1.3. Authorized Client representative for contract Change Requests;
- 1.4. Assures Client fulfills its obligation as set out in the Agreement;
- 1.5. Resolve escalated issues in accordance with the escalation procedures;
- 1.6. Approve, authorize, and oversee all contract-related policies and issues;
- 1.7. Responsible for Client Personnel requirements as they relate to obligations under the Agreement;
- 1.8. Providing Client strategic direction and participating in proactive planning as it relates to the Services;
- 1.9. Primary contact for Client for any billing, invoicing, and payment issues and escalations.

2. Client Transition Manager

Client Transition Manager Responsibilities include:

- 2.1. Primary contact for the Unisys Transition Manager;
- 2.2. Authorized decision maker on behalf of the Client with respect to the Transition Plan and its implementation;
- 2.3. Assures Client adherence to Client responsibilities as identified in the Transition Plan.

3. Client Service Manager(s)

Client Service Manager(s) responsibilities include:

- 3.1. Primary contact for Unisys Service Delivery Manager(s);
- 3.2. Authorized on behalf of Client to approve Service Requests;
- 3.3. Assures Client fulfills its responsibilities as set out in the SOW(s).

8.3. Governance Committees

8.3.1. Executive Steering Committee

During the Transition Period, the Parties will establish an Executive Steering Committee. The individual members from Client and Unisys serving on the initial Executive Steering Committee will be as mutually agreed by the Parties. The Executive Steering Committee will have executive management responsibility for the Agreement and for the relationship between the parties.

1. Members

The Executive Steering Committee shall be comprised of the following:

- 1.1. Client Executive responsible for Unisys relationship
- 1.2. Unisys Executive responsible for the Client account
- 1.3. Client Manager
- 1.4. Unisys Account Manager
- 1.5. Other Client and Unisys personnel as named

2. Responsibilities

The responsibilities of the Executive Steering Committee include:

- 2.1. Provides executive oversight of the Agreement and the Services provided under the Agreement.
- 2.2. Maintains business alignment between the parties and oversight of new or modified Services of the Agreement during the Term.
- 2.3. Provide guidance and leadership to the relationship as a whole.
- 2.4. Provide the final escalation level on technical, contractual and relationship issues from the Service Delivery Committee.
- 2.5. Develop strategic requirements and plans associated with the Services or New Services during the Term.
- 2.6. Create a forum that will enable Unisys to understand Client's business strategy, evolving business needs and give Unisys an opportunity to contribute to that strategy by providing high-level insight on emerging business and technology trends relevant to Client.

3. Meetings

- 3.1. Hold initial quarterly meetings, changing to a frequency as agreed by the parties.

8.3.2. Service Delivery Committee

During the Transition Period, the parties will establish a Service Delivery Committee. The Service Delivery Committee will actively monitor and guide all aspects of Unisys delivery of the Services.

1. Members

- 1.1. The Service Delivery Committee will be comprised of Client and Unisys Service Delivery Managers and their successors as appointed from time to time.
- 1.2. Unisys Account Manager, as required
- 1.3. Client Manager, as required

2. Responsibilities

- 2.1. Review and approve, where possible, short-term and long-term plans and activities in regard to the delivery of the Services.
- 2.2. Resolve Service delivery problems.
- 2.3. Provide upward notification to the Executive Steering Committee of all opportunities or issues that might result in the addition or modification of the Services, or the terms of the Agreement, irrespective of the initiating party.
- 2.4. Implement Service delivery initiatives, where approved by the parties.
- 2.5. Monitor all operational aspects of Service delivery in accordance with the SOWs, including day-to-day responsibility for monitoring compliance with contractual obligations (e.g. compliance with Service Levels).
- 2.6. Identify, from a technical and business delivery perspective, Projects within the scope of Services, potential or actual changes to the Services being planned or considered in accordance with the Change Control Process. Identify and fully address all issues relating to any such change (e.g. Transition issues and additional management needed to manage Projects).
- 2.7. Integrate Services with services provided by Client.

- 2.8. Coordinate and communicate day-to-day Service delivery issues; address, coordinate, and prioritize the issues affecting the provision of the Services to Client.
- 2.9. Review all Incident reports in which Service availability and compliance with Service Levels are concerned. Review root cause analyses of a Service failure as appropriate.
- 2.10. Consider any change to the Services, processes, or technology used to deliver the Services, to address problems or concerns identified through a root cause analysis.
- 2.11. Prioritize the identification, resolution, and escalation of Service Level Defaults.
- 2.12. Escalate major operational and technical problems, issues and risks that cannot be resolved.
- 2.13. Review processes and changes in such processes, applicable to the SOWs about which any committee member becomes aware.
- 2.14. Consider and submit for approval to the parties changes to the Services in accordance with the Change Control Process.
- 2.15. Review and monitor the following:
 - 2.15.1. Service Levels
 - 2.15.2. Quality assurance measures
3. Service Level Management
 - 3.1. Provide the planning, coordinating, drafting, agreeing, monitoring and reporting on Service Levels.
 - 3.2. Key Performance Indicators (KPIs), Services Levels, Earn-Back and Changes to the Service Levels will be reviewed by this Committee on a monthly basis upon issuance of the monthly Service Level report(s).
 - 3.3. For recurring Service Level Defaults, review the root cause analysis and prescribe a plan of action for improvement.
4. Meetings
 - 4.1. The Service Delivery Committee will meet monthly, or at other times as agreed between the parties.

8.4. Change Management

8.4.1. Unisys Responsibilities:

1. Developing and implementing an overall Change Management process to manage changes to the Services. For purposes of clarification, the Change Management process will be used for those changes that do not change the scope of Services as set forth in the Agreement or its SOWs. Any change or addition to the scope of Services as set out in the Agreement or its SOWs shall first go through the Change Control Process as set forth in Section 5 of this Exhibit 6.
2. Participating in regularly scheduled Change Management meetings with Client as it relates to the Services, as defined and implemented by Unisys, to obtain final approval for change scheduling and implementation.
3. Communicating on the success of the change.
4. Reporting on the changes scheduled and completed.

8.4.2. Client Responsibilities:

1. Participate in the Change Management process as defined.

2. Communicate any changes to Client delivered services that may impact Unisys delivery of Services through the Change Management process.
3. Apprise Unisys of projects and initiatives that may impact Unisys delivery of Services.

8.5. Change Control Process

Either party may initiate and issue a written request for Change (“Change Request”) and the party requesting a Change shall give such information (including the reasons for the Change Request) to the other party as is sufficient to allow the other party to fully consider the impact of the requested Change.

8.5.1. Process

1. A Change Request may be initiated in relation to any matter which is, or is likely to lead to, any:
 - 1.1. change to an existing Service;
 - 1.2. introduction of a New Service;
 - 1.3. project relating to the Services in connection with any Transferred Entity;
 - 1.4. material change to a project or an agreed project plan;
 - 1.5. change to any of the Service Levels;
 - 1.6. change to the terms of the Agreement;
 - 1.7. change that will increase and/or decrease the Charges;
 - 1.8. change that will increase the costs to either party or the Resources required to be committed by either party;
 - 1.9. any material increase to the operational, regulatory or reputational risk of either Party; and
 - 1.10. any change to the operational processes, procedures, information technology interfaces, operating environment or infrastructure of either Party.
2. Impact Study
 - 2.1. Following issue of a Change Request by a party, Unisys will conduct an Impact Study in accordance with this Section 8.5.1.2.
 - 2.2. Unisys will notify Client whether any charges will apply with respect to the Impact Study for changes requested by either party, and if the payment of those charges is agreed, will produce an Impact Study.
 - 2.3. The timescale for the production of an Impact Study is to be agreed by the parties. This period to be agreed should be no longer than 20 Working Days, or such other time as may be mutually agreed.
 - 2.4. The Impact Study will consider the impact of the proposed Change using, among others, the following parameters, when relevant to each particular Change:
 - 2.4.1. the scope of the Agreement;
 - 2.4.2. consideration of location;
 - 2.4.3. Service Levels and applicable Service Level Credits;
 - 2.4.4. pricing and pricing elements;
 - 2.4.5. delivery dates;
 - 2.4.6. Transition Plan;
 - 2.4.7. Infrastructure requirements including new equipment and/or software;
 - 2.4.8. Any other matter as agreed to by the parties at the time of the Impact Study.

- 2.5. Each Impact Study shall include:
 - 2.5.1. description of the Change;
 - 2.5.2. deliverables required for implementing the Change;
 - 2.5.3. a timetable for implementation;
 - 2.5.4. proposed amendments to the Agreement;
 - 2.5.5. new Charges including ongoing Charges and Transition Charges, as applicable.

8.5.2. Approval

1. Client may accept or reject the Impact Study, and Client will give Unisys written notice of Client's decision within thirty (30) days after Client's receipt of the Impact Study.
2. Where Client requires Unisys to re-submit an Impact Study, Client will provide reasonable detail to Unisys of the parts of the Impact Study that do not meet with its approval, setting out reasons for such rejection.
3. If Client accepts the Impact Study, the agreed upon change(s) will be included in a Change Order and, when signed by authorized representative of each party, the Change Order will amend the Agreement and/or the relevant Service Agreement.

8.6. Informal Dispute Resolution

8.6.1. Informal Dispute Resolution Process

The Informal Dispute Resolution Process as defined herein provides the process by which the parties will seek to resolve issues and disputes prior to the initiation of the Dispute Resolution Procedure as defined in the Agreement.

1. Upon written notification by a party to the other party of an issue or dispute, each party shall appoint a designated representative who does not devote substantially all of his or her time to performance under this Agreement, whose task it will be to meet for the purpose of endeavoring to resolve such dispute.
2. The designated representatives shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the issue or dispute through the appropriate Governance Committees or by way of the Change Management Process where required.
3. During the course of discussion, all reasonable requests made by a party to the other for non-privileged information, reasonably related to this Agreement, shall be honored in order that a party may be fully advised of the other party's position.
4. The specific format for the discussions shall be left to the discretion of the designated representatives.
5. Litigation of a dispute may be commenced by either party upon the earlier to occur of any of the following:
 - 5.1. The designated representatives conclude in good faith that an amicable resolution through continued negotiation of the matter does not appear likely; or
 - 5.2. commencement of litigation is deemed appropriate by a party to avoid the expiration of an applicable limitations period or to preserve a superior position with respect to other creditors, or a party makes a good faith determination, including as provided in Section 21.3 of the

Agreement respecting a party, that a breach of this Agreement by the other party is such that a temporary restraining order or other injunctive relief is necessary.

8.6.2. Continued Performance

Each party agrees to continue performing its obligations under this Agreement while a dispute is being resolved except to the extent the issue in dispute precludes performance and without limiting either party's right to terminate as provided elsewhere in this Agreement.

9. Appendix D – Standard Reports

NOTE: TO BE COMPLETED BASED UPON THE SERVICES CHOSEN.

10. Appendix E – Supported Hardware

NOTE: TO BE COMPLETED BASED UPON THE SERVICES CHOSEN AND THE HARDWARE SUPPORTED.

11. Appendix F – Supported Applications

NOTE: TO BE COMPLETED TO INCLUDE THE CUSTOMERS APPLICATIONS TO BE SUPPORTED.

12. Appendix G - Client Locations

NOTE: TO BE COMPLETED TO INCLUDE THE CUSTOMERS LOCATIONS TO BE SUPPORTED.