

Schedule A – Definitions

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The following words and phrases, when used in the Agreement, shall have the indicated meanings. (Terms capitalized within a particular definition have been defined elsewhere within the Agreement.)

1. ACCEPTANCE

“Acceptance” shall have the meaning given to it in Section 9.10.1 of the Agreement.

2. ACCEPTANCE CRITERIA

“Acceptance Criteria” shall have the meaning given to it in Section 9.10.1 of the Agreement.

3. ACCEPTANCE REVIEW PROCEDURES

“Acceptance Review Procedures” shall have the meaning given to it in Section 9.10.1 of the Agreement.

4. ACCEPTANCE REVIEW PERIOD

“Acceptance Review Period” shall have the meaning given to it in Section 9.10.1 of the Agreement.

5. ACCEPTED SCHEDULE AND BUDGET

“Accepted Schedule and Budget” shall mean a Project plan and budget that has been mutually agreed to by the County and Contractor.

6. ACCESS LINE

“Access Line” shall mean the connection between a customer premises network interface and the Local Exchange Carrier (LEC) that provides access to the PSTN.

7. ADA

“ADA” shall have the meaning given to it in Section 20.3 of the Agreement.

8. ADD

“Add” shall mean providing additional functionality to an existing Asset.

9. AFFILIATE

“Affiliate” shall mean, as to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, whether through ownership of voting securities or otherwise. For this purpose, and without limiting the foregoing, any Person that owns more than twenty percent (20%) of the outstanding voting securities of any other Person shall be deemed to control such other Person.

10. AGREEMENT

“Agreement” shall mean this Information Technology and Telecommunications Services Agreement including all attachments, Schedules, Exhibits, Appendices, and hereto, as amended or restated from time-to-time.

11. APPLICATION

“Application” means Software to provide specific functionality in support of one or more business processes.

12. APPLICATION DEVELOPMENT SERVER

“Application Development Server” shall mean any Server used in the design and build of an Application

13. APPLICATION PRE-PRODUCTION SERVER

“Application Pre-Production Server” shall mean any Application Server that is built and made ready for deployment prior to the County’s Acceptance of the Application as the System of Record.

14. APPLICATION PRIORITY

Applications shall be classified into the following Priorities:

- Priority 1 (P1) – Life/Health/Safety-related Applications
- Priority 2 (P2) – Mission/Business Critical Applications
- Priority 3 (P3) – All other Applications

15. APPLICATION PRODUCTION SERVER

“Application Production Server” means a Server that hosts an Application that is considered to be the System of Record.

16. APPLICATION RATE

“Application Rate” shall mean any one of the hourly rates included within the schedule of Application Services Labor rates for various categories of Contractor personnel as set forth in Exhibit 16.1-4 to Schedule 16.1.

17. APPLICATION SERVER

“Application Server” shall mean any Server that hosts Portfolio Applications that are identified in the Portfolio Application List (or intended to be added) as listed in the Standards and Procedures Manual. Application Servers also host such services as business rule execution, browser based presentation and database management systems.

18. APPLICATION SERVICES

“Application Services” shall mean the Services described in Section 7 of Schedule 4.3-Operational Services.

19. APPLICATIONS SUITE

“Applications Suite” means a combination of Applications sold or developed as an integrated product (e.g., Oracle Financials, IPTS).

20. APPLICATION TEST SERVER

“Application Test Server” shall mean a dedicated Server used in the test phase of Application development, as designated by the County.

21. ASSET

“Assets” shall mean Hardware and Software and all other intangible and tangible items, including personal and real property, and employees, agents, Subcontractors and vendors, used to provide the Services.

22. ASSIGNED CONTRACTS

“Assigned Contracts” shall mean those written maintenance agreements, service contracts, Software license agreements, and Subcontractor agreements under which the County receives Third-Party services (either directly or through the Legacy Provider, or any Subcontractor or Third-Party of the Legacy Provider) relating to its IT and Telecommunications requirements listed on Appendix A.2 and such others relating to the Services as may be identified by the County in a written notice delivered to Contractor, that the County or the Legacy Provider (or any Subcontractor of the Legacy Provider) will assign to Contractor pursuant to an Assignment and Assumption Agreement. After the Signing Date, if Contractor identifies a maintenance agreement, service contract, Software license agreement, or Subcontractor agreement relating to the Services that was inadvertently omitted from Appendix A.2, Contractor shall notify the County in writing and the Parties shall make a reasonable accommodation therefor.

23. ASSIGNED LEASES

“Assigned Leases” shall mean those equipment leases listed on Appendix A.3, and such other leases relating to the Services as may be identified by the County in a written notice delivered to Contractor after the Signing Date, that the County or the Legacy Provider (or any Subcontractor of the Legacy Provider) will assign to Contractor pursuant to an Assignment and Assumption Agreement. After the Signing Date, if Contractor identifies an equipment lease relating to the Services that was inadvertently omitted from Appendix A.3, Contractor shall notify the County in writing and the Parties shall make a reasonable accommodation therefor.

24. AT-RISK AMOUNT

“At-Risk Amount” shall have the meaning set forth in Schedule 16.8.

25. AT-RISK POOL

“At-Risk Pool” shall have the meaning set forth in Schedule 16.8.

26. AVAILABILITY

“Availability” shall mean the percentage of time a given service is fully operational. Availability represents a measure of the fraction of time during a defined period when the service provided is deemed to be better than the defined Service Level.

$$\text{Availability (\%)} = 100\% - \text{Unavailability (\%)}$$

Where Unavailability is defined as:

$$\frac{\sum \text{Outage Duration}}{\text{Schedule Time} - \text{Planned Outages}} \times 100\%$$

27. AVAILABILITY OF APPLICATION

“Availability of Application” shall mean the time an Application will be running and operable according to the Service Levels.

28. AVAILABILITY OF SUPPORT STAFF

“Availability of Support Staff” shall mean the schedule of time that the Contractor will have staff available to respond to Service Requests or Incidents.

29. BANDING

“Banding” shall have the meaning set forth in Schedule 16.1.

30. BASELINE VOLUME

“Baseline Volume” shall have the meaning set forth in Schedule 16.1.

31. BUNDLED RESOURCE UNITS

“Bundled Resource Units” shall have the meaning set forth in Schedule 16.1.

32. BUSINESS GROUPS

“Business Groups” shall mean the County’s operational groups known as the Finance and General Government Group (“FG3”), Health and Human Services Agency (“HHSA”), Land Use and Environmental Group (“LUEG”), and Public Safety Group (“PSG”).

33. CALIFORNIA PUBLIC RECORDS ACT

“California Public Records Act” shall have the meaning given to it in Section 12.3.3 of the Agreement.

34. CHANGE IN CONTROL

“Change in Control” shall have the meaning given to it in Section 17.2.2 of the Agreement.

35. CIO

The term “CIO” the acronym for “Chief Information Officer,” shall mean the County’s executive officer responsible for oversight of the Services.

36. CLIENT SATISFACTION

“Client Satisfaction” shall mean a subjective rating obtained through a combination of periodic client surveys and feedback from random caller follow up calls.

37. COMPUTING SERVICE REGISTRATION FORM (CSRF)

“Computing Service Registration Form” or “CSRF” shall mean the Service Request form used to request access to various levels of computing resources.

38. CONDITIONAL ACCEPTANCE

“Conditional Acceptance” shall have the meaning given to it in Section 9.10.1 of the Agreement.

39. CONFIDENTIAL INFORMATION

“Confidential Information” shall mean the County Confidential Information or the Contractor Confidential Information, as the case may be.

40. CONTINGENT WORK

“Contingent Work” shall mean defect work that is pre-authorized for Incident ticket resolution only.

41. CONTINGENT WORK REQUEST

“Contingent Work Request” shall mean a Service Request that is pre-authorized for Incident ticket resolution only.

42. CONTRACT MANAGER

“Contract Manager” shall mean, initially, the Contractor employee who is so designated in Schedule 10.1.1 and, thereafter, any subsequent holder of that position designated and approved in accordance with Section 10.1.1 of the Agreement.

43. CONTRACT YEAR OR CY

“Contract Year” or “CY” shall mean:

- (i) the period beginning on the Effective Date and ending on December 31, 2017;
- (ii) each of the next succeeding twelve-month (12) periods beginning on January 1st and ending on December 31st;
- (iii) if applicable, each period in respect to which the County elects to extend the effective date of any expiration or termination of the Term from the beginning of the extension period until its last day, for each extension period.

44. CONTRACTING OFFICER

“Contracting Officer” shall mean the County’s Director of Purchasing and Contracting, or his or her designee, who shall have the responsibilities described in the Agreement.

45. CONTRACTOR

“Contractor” shall have the meaning given to it in the introduction to the Agreement.

46. CONTRACTOR CONFIDENTIAL INFORMATION

“Contractor Confidential Information” shall have the meaning given to it in Section 12.10 of the Agreement (Contractor Confidential Information).

47. CONTRACTOR INDEMNITEES

“Contractor Indemnitees” shall mean Contractor, and each of its officers, directors, employees, agents, successors, and assigns.

48. CONTRACTOR KEY PERSONNEL

“Contractor Key Personnel” shall mean, initially, those personnel of Contractor and its Subcontractors who are so designated in Schedule 10.1.1 and, thereafter, their respective replacements as designated and approved in accordance with Section 10 of the Agreement.

49. CONTRACTOR NAMED PERSONNEL

“Contractor Named Personnel” shall mean those personnel of Contractor and its Subcontractors who are so designated in Report 42 – Contractor Organizational Chart.

50. CONTRACTOR SOFTWARE

“Contractor Software” means Contractor Works comprising Software and all supporting documentation, media, and related materials, provided or made available to the County or otherwise used by Contractor or its Subcontractors in connection with the performance of the Services, including the Software that is specifically identified in Appendix A.4 hereto (including all updates, enhancements, customizations, and other improvements thereof).

51. CONTRACTOR WORKS

“Contractor Works” means Underlying Works conceived, invented, created, or acquired by Contractor or a Subcontractor, rather than by a Third-Party.

52. CONTROL

“Control” shall have the meaning given to it in Section 17.2.2 of the Agreement.

53. COTS

“COTS” or “Commercial Off-The-Shelf” means any Software that is developed at the expense of a Third-Party and is normally commercially available for acquisition and use by multiple customers.

54. COUNTY

“County” shall have the meaning set forth in the introduction to the Agreement. For purposes of the performance of Contractor’s obligations under the Agreement, the term “County” shall be deemed to include the Superior Court of California, County of San Diego so long as, and to the extent that the Superior Court receives Services under the Agreement.

55. COUNTY CONFIDENTIAL INFORMATION

“County Confidential Information” shall mean records, data, and other information that is obtained by Contractor or any of its employees, or Subcontractors from (or with regard to) the County in connection with the performance of the Agreement, whether in tangible or intangible form, and whether in written form or readable by machine, and including:

- (i) all County Data;
- (ii) all Public Record Data (except as provided below);
- (iii) all financial information, personnel information, reports, documents, correspondence, plans, and specifications relating to the County;
- (iv) all technical information, materials, data, reports, programs, documentation, diagrams, ideas, concepts, techniques, processes, inventions, knowledge, know-how, and trade secrets, developed or acquired by the County, including Work Product;
- (v) any information that the County identifies to Contractor as confidential by a stamp or other similar notice; and
- (vi) all other records, data, or information collected, received, stored, or transmitted in any manner connected with the provision of Services hereunder.

County Confidential Information shall not include information that Contractor can demonstrate was:

- (i) at the time of disclosure to Contractor, in the public domain;
- (ii) after disclosure to Contractor, published or otherwise made a part of the public domain through no fault of Contractor;
- (iii) in the possession of Contractor at the time of disclosure to it, if Contractor was not then under an obligation of confidentiality with respect thereto;
- (iv) received after disclosure by the County to Contractor from a Third-Party who had a lawful right to disclose such information to Contractor; or
- (v) independently developed by Contractor without reference to County Confidential Information. Additionally, County Confidential Information shall not include Public Record Data to the extent disclosure of such data is required by the California Public Records Act, as determined by the County in its sole discretion. For purposes of this provision, information is in the public domain if it is generally known (through no fault of Contractor) to Third-Parties who are not subject to nondisclosure restrictions similar to those in the Agreement.

56. COUNTY DATA

“County Data” shall mean, in or on any media or form of any kind: (i) all data and summarized data related to the County, its citizens, or the Services and all data concerning or indexing such data (regardless of whether or not owned by the County, generated or compiled by the County, or provided by its citizens), including data that is in the County’s databases or otherwise in the County’s possession on the Effective Date or at any time during the Term; (ii) all other County records, data, files, input materials, reports, forms, and other such items that may be received, computed, developed, used, or stored by Contractor, or by any of its Subcontractors, in the performance of Contractor’s duties under the Agreement; and (iii) with regard to any of the information in (i) or (ii), any modification, compilation, or derivative work thereof.

57. COUNTY FACILITIES

“County Facilities” shall have the meaning given to it in Section 8.1 of the Agreement.

58. COUNTY HOLIDAYS

“County Holidays” shall mean those holidays established per Article III, Section 57 of the County Administrative Code; and for the Superior Court, those holidays established per California Government Code Sections 19851-19855.

59. COUNTY INDEMNITEES

“County Indemnitees” shall mean the County, all of its agencies, departments and subdivisions, and each of their respective officers, directors, elected officials, employees, agents, successors, and assigns.

60. COUNTY SOFTWARE

“County Software” means all Software that is conceived, invented, created, developed, or otherwise acquired by the County before, on, or after the Effective Date, and all supporting documentation, media, and related materials, and all modifications, enhancements, updates, replacements, and other derivative works of any of the foregoing, but excluding the Contractor Software and the Third-Party Software.

61. COUNTY WORKS

“County Works” means all tangible and intangible information and developments that:

- (i) were conceived, invented, created, developed or acquired by the County prior to the Effective Date; or
- (ii) are conceived, invented, created, developed or otherwise acquired by the County on or after the Effective Date, but only to the extent such information and developments do not constitute Work Product hereunder. County Works include

all intermediate and partial versions thereof, including all source code and object code with respect thereto, and all processes, methods, apparatus, programs, procedures, designs, Specifications, inventions, discoveries, improvements, ideas, know how, techniques, materials, program materials, County Software (to the fullest extent of the County's rights therein), flow charts, notes, outlines, lists, compilations, manuscripts, writings, reports, data, data models, pictorial materials, schematics, other creations, and the like, whether or not patented or patentable or otherwise protectable by law.

62. CRITICAL MILESTONES

“Critical Milestones” shall mean those actions and projects identified during the Term in accordance with Section 4.12 of the Agreement.

63. CROSS FUNCTIONAL SERVICES

“Cross Functional Services” shall mean the services described in Section 2 of Schedule 4.3 – Operational Services. Cross Functional Services shall apply to all the Services Frameworks.

64. CURRENT PROJECTS

“Current Projects” shall mean all IT and telecommunications-related development efforts, as specified by the County, that were in progress as of the Cutover Date.

65. CURRENT SERVICES

“Current Services” shall mean the IT and telecommunications services and functions being performed for the County at any time during the twelve (12) calendar months preceding the month in which the Cutover Date occurs, including those being performed by: (i) the Legacy Provider, (ii) Designated Employees; (iii) other County employees that provided IT and Telecommunications Services and functions similar to those provided by the Designated Employees but whose positions are vacant on the Cutover Date; and (iv) any other Persons

providing IT and Telecommunications Services or functions to the County, including provision by means of any contract.

66. CUTOVER

“Cutover” shall mean, with respect to each Service Framework, the successful completion of the Services related to the Transition of such Service Framework from the Legacy Provider to Contractor (including the completion of all milestones set forth in the Transition Plan pertaining to such Service Framework), as approved by the County and confirmed by the Legacy Provider in writing.

67. CUTOVER DATE

“Cutover Date” shall mean the date specified in the Transition Plan corresponding to when Cutover for a particular Service Framework shall occur and the Contractor will have full operational responsibility for the performance of the Services under such Service Framework. There will be one Cutover Date corresponding to each Service Framework.

68. DATA CENTER

“Data Center” shall mean locations, one or more, containing Data Center Assets, as defined in Section 6 of Schedule 4.3 – Operational Services.

69. DATA CENTER SERVICES

“Data Center Services” shall mean the Services described in Section 6 of Schedule 4.3 – Operational Services.

70. DATA NETWORK

“Data Network” shall mean the network that is comprised of the Services and Assets defined in Section 5 of Schedule 4.3 – Operational Services.

71. DECOMMISSION

“Decommission” shall mean the work required to take an Application out of service.

72. DEFAULT

“Default” shall mean the occurrence of any of the following:

- (i) With respect to Contractor, the occurrence of any of the following:
 - a) Contractor’s failure to provide the Services in accordance with the Service Levels if Contractor fails to use its best efforts (that shall not involve the payment of funds that would not be commercially reasonable under the circumstances) to correct such failure or if, notwithstanding such best efforts, Contractor fails to meet a single Service Level in three (3) or more of any six (6) consecutive Measuring Periods for such Service Level. (For purposes of this paragraph (i)(a), the words “correct” and “corrected” shall include implementation of a work-around or similar temporary measure, provided that Contractor continues utilization of its best efforts (that shall not involve the payment of funds that would not be commercially reasonable under the circumstances) to pursue and promptly implement a full and complete cure);
 - b) Contractor fails to provide the Services in accordance with the Service Levels or fails to meet Critical Milestones such that Contractor is assessed total Fee Reductions in any calendar month in excess of ten percent (10%) of that month’s At Risk Amount or Contractor fails to provide the Services in accordance with the Service Levels or fails to meet Critical Milestones such that at any time during the Contract Year, the Contractor’s cumulative Fee Reductions are in excess of five percent (5%) of that Contract Year’s At Risk Amount;
 - c) a failure by Contractor to use all commercially reasonable efforts to avert, prevent, avoid, or remedy any interruption or shutdown (of any material duration) of any essential County facility or operation, including communications networks

utilized by any part of the County providing public safety, health, corrections, military, emergency, or financial disbursement services;

d) a breach by Contractor of any obligation under Section 12 or Section 15 of the Agreement, provided that such breach, if curable, is not cured within thirty (30) days after Contractor has received notice of such breach;

e) the discovery that a representation made in the Agreement by Contractor was false when made, if the nature and magnitude of the misrepresentation are such as to have had a probable and material effect upon the County's decision to engage Contractor or upon the negotiations as to the other terms of the Agreement;

f) a judicial declaration of the insolvency of Contractor; the general failure of Contractor to pay its debts in the normal course of business; the entrance of Contractor into receivership or any arrangement or composition with creditors generally; the filing of a voluntary or involuntary petition that is not dismissed within sixty (60) days for the bankruptcy, reorganization, dissolution, or winding-up of Contractor; a general assignment for the benefit of creditors of Contractor; or a seizure or a sale of a material part of Contractor's property by or for the benefit of any creditor or governmental agency;

g) an assignment or attempted assignment by Contractor in violation of Section 24.6 of the Agreement;

h) debarment of Contractor from performing services with respect to all business with the federal government; or

i) a material breach by Contractor of any of its other obligations under the Agreement and (A) the failure by Contractor to cure such breach within thirty (30) days after Contractor has received written notice of such breach; or (B) if the failure is not one that could reasonably be corrected within thirty (30) days, (1) the failure by Contractor to adopt, within thirty (30) days after receiving notice of such breach,

a plan to cure such breach within a time period not longer than sixty (60) days after Contractor received notice of the breach, or (2) the failure by Contractor to cure such breach within such sixty (60)-day period.

(ii) With respect to the County, the occurrence of any of the following:

a) breach by the County in making payment of any amount payable to Contractor under the Agreement (subject to the provisions of Section 16.12 of the Agreement) within thirty (30) days after the due date specified in Section 16.2.1 of the Agreement for such payment and the failure by the County to cure such breach within thirty (30) days after the County has received written notice of such breach; or

b) a material breach by the County of any of its obligations under the Agreement and (A) the failure by the County to cure such breach within thirty (30) days after the County has received written notice of such breach; or (B) if the failure is not one that could reasonably be corrected within thirty (30) days, (1) the failure by the County to adopt, within thirty (30) days after receiving notice of such breach, a plan to cure any continuing breach within a time period not longer than sixty (60) days after the County received notice of the breach, or (2) the failure of the County to cure any continuing breach within such sixty (60)-day period.

73. DEFICIENCY(IES)

“Deficiency(ies)” shall mean outages, breakdowns, malfunctions, crashes or other loss or degradation of functionality.

74. DEMAND BATCH JOBS

“Demand Batch Jobs” shall mean batch jobs submitted by End-Users or Contractor’s personnel.

75. DESIGNATED EMPLOYEES

“Designated Employees” shall mean those employees of the County, Legacy Provider and Subcontractors of Legacy Provider identified as such on a separate document delivered by the County to Contractor.

76. DESKTOP APPLICATION

“Desktop Application” shall mean Software that must execute on the desktop and that has a desktop footprint only, with no server component (e.g., Excel, Word, PowerPoint, etc.).

77. DESKTOP COMPUTING SERVICES

“Desktop Services” shall mean the Services described in Section 4.5 of Schedule 4.3-Operational Services.

78. DEVELOPMENT

“Development” shall mean the tasks necessary to provide new functionality which includes planning/analysis, design, build, test and deployment.

79. DISABLING DEVICE

“Disabling Device” shall have the meaning given to it in Section 7.1 of the Agreement.

80. DISENTANGLEMENT

“Disentanglement” shall have the meaning given to it in Section 6.1 of the Agreement.

81. DISENTANGLEMENT SERVICES

“Disentanglement Services” shall have the meaning given to it in Section 6.3 of the Agreement.

82. EFFECTIVE DATE

“Effective Date” shall mean November 15, 2016.

83. END-TO-END RESPONSE TIME

“End-to-End Response Time” shall mean the total elapsed time for a discrete data packet (for example, ping) to complete a round trip traversal of the computing infrastructure from a user interface device to a specific computing device resource and return. This shall exclude any local processing overhead time that may result from any County or Third-Party computing resources over which the Contractor has minimal control.

84. END-USER OR USER

“End-User” or “User” shall mean any County employee, or any other Person, who is determined by the County, in its sole discretion, to require access to any of the Services.

85. END-USER SERVICES

“End-User Services” shall mean the Services described in Section 3 of Schedule 4.3-Operational Services.

86. ENVIRONMENTAL LAWS

“Environmental Laws” shall mean all applicable federal, state, or local statutes, laws, regulations, rules, ordinances, decrees, codes, licenses, orders, permits or court decisions (including the so-called “common law”), including but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, toxic substances, environmental conditions or other similar substances or conditions including, but not limited to: (i) the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. §1251); the Safe Drinking Water Act (42 U.S.C. §5 300f et seq.); the Toxic Substances Control Act (15 U.S.C. 55 2601 et seq.); the Endangered Species Act (16 U.S.C. §1531 et seq.); the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 55 110011 et seq.); and (ii) similar state and local provisions.

87. EXCEPTION REPORT

“Exception Report” shall have the meaning given to it in Section 9.10.2 of the Agreement.

88. EXPIRATION DATE

“Expiration Date” shall have the meaning given to it in Section 6.2 of the Agreement.

89. FAILURE

“Failure” shall mean Contractor’s failure to meet a Critical Milestone or Service Level.

90. FEE REDUCTION

“Fee Reduction” shall have the meaning given to it in Schedule 16.8.

91. FEES

“Fees” shall mean the fees payable by the County to Contractor hereunder in consideration of Contractor’s provision of the Services.

92. FINAL ACCEPTANCE

“Final Acceptance” shall have the meaning given to it in Section 9.10.3 of the Agreement.

93. FINAL ACCEPTANCE CRITERIA

“Final Acceptance Criteria” shall have the meaning given to it in Section 9.10.3 of the Agreement.

94. FINAL ACCEPTANCE REVIEW PERIOD

“Final Acceptance Review Period” shall have the meaning given to it in Section 9.10.3 of the Agreement.

95. FINAL ACCEPTANCE REVIEW PROCEDURES

“Final Acceptance Review Procedures” shall have the meaning given to it in Section 9.10.3 of the Agreement.

96. FORCE MAJEURE EVENT

“Force Majeure Event” shall mean an act of God, act of governmental body or military authority other than a County governmental body, fire, explosion, power failure, flood, epidemic, riot or civil disturbance, war, sabotage, accidents, insurrections, blockades, embargoes, storms, labor disputes, or similar event beyond the reasonable control of the non-performing Party. Notwithstanding the foregoing, “Force Majeure Event” expressly excludes the following: any event that Contractor could reasonably have prevented by testing either required to be performed pursuant to the Services or necessary to provide the Services, work-around, or other exercise of diligence; any event resulting from any strike, walkout, or other labor shortage that could have been prevented by a reasonable amount of automation of functions; and any failure of any systems, facilities, or hardware that could have been prevented by testing either required to be performed pursuant to the Services or necessary to provide the Services.

97. FRAMEWORK COMPONENT

“Framework Component” shall mean a set of requirements for a specific functionality within a Service Framework and typically applies to a Resource Unit.

98. GAAP

“GAAP,” is the acronym for “generally accepted accounting principles.”

99. GOVERNMENT APPROVALS

“Government Approvals” shall mean such permits, waivers, approvals, or consents as are required, under applicable laws and regulations, in connection with the consummation and performance of

a particular agreement, event, or transaction, including the consummation and performance of this Agreement.

100. HAZARDOUS MATERIALS

“Hazardous Materials” shall mean any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County with respect to any third person under any Environmental Laws.

101. HARDWARE

“Hardware” shall have the same meaning as the term “Machines.”

102. HIGH RESPONSE END-USER

“High Response End-User” shall mean End-Users who will receive immediate escalation for any Incident on a 24/7/365 basis. High Response End-Users shall designated in the Standards and Procedures Manual,

103. IMMEDIATELY

“Immediately” whether capitalized or not throughout the Agreement, shall mean a response where time is of the essence and instant action is required.

104. INCIDENT

“Incident” shall mean a reported perceived defect. Incidents shall be classified by Severity as described in Schedule 4.8.

105. INCLUDING

“Including” shall have the meaning given to it in Section 24.5 of the Agreement.

106. INFRASTRUCTURE SERVER

“Infrastructure Server” shall mean any Server other than an Application Server.

107. INFRINGEMENT CLAIM

“Infringement Claim” shall have the meaning given to it in Section 22.1 of the Agreement.

108. INITIAL TERM

“Initial Term” shall have the meaning given to it in Section 17.1.1 of the Agreement.

109. INSTALL

“Install” shall mean providing a new device to an existing County Site.

110. INTELLECTUAL PROPERTY RIGHTS

“Intellectual Property Rights” means all intellectual and industrial property rights, and similar or analogous proprietary rights including, but not limited to:

- (i) patent rights (including, as applicable, the rights to make, use, sell, offer to sell, import into the United States, or have made, and the rights to file and prosecute patent applications and provisional patent applications);
- (ii) rights associated with works of authorship, including copyrights and mask work rights (including the rights to copy, adapt, distribute, display, perform, and create derivative works);
- (iii) rights relating to the protection of trade secrets and confidential information (including the rights to use and disclose);

- (iv) trademarks, service marks, trade dress, trade names, and design patent rights (including the right to goodwill appertaining thereto);
- (v) “moral rights”; and
- (vi) other rights analogous, similar, or comparable to those described by the foregoing clauses (i) through (v), and other proprietary rights relating to intangible property (including licensing rights and shop rights).

111. IT

“IT” shall mean information technology.

112. KEY SUBCONTRACTORS

“Key Subcontractors” shall mean those Persons identified as such in Schedule 14.1.

113. KNOWN DEFECT

“Known Defect” shall mean a Deficiency in contracted-for functionality that is discovered/known prior to deployment (may be subject to warranty provisions).

114. LARGE WORK REQUEST

“Large Work Request” shall mean a Service Request for new Services where the total, recurring and non-recurring cost to the County is greater than \$50,000.00.

115. LATENT DEFECT

“Latent Defect” shall mean a Deficiency in contracted-for functionality that is undiscovered/unknown prior to deployment (may be subject to warranty provisions) or a Contractor operationally induced error (e.g., file corruption).

116. LEGACY PROVIDER

“Legacy Provider” shall mean the County’s IT and telecommunications outsource provider (including such provider’s Subcontractors of any tier) providing Services to the County immediately prior to the Cutover Date of the applicable Service Framework.

117. LEVEL OF EFFORT (LOE) WORK REQUEST

“Level of Effort (LOE) Work Request” shall mean a Service Request for Services where the preponderance of the day-to-day work direction is provided by the County.

118. LOCAL AREA NETWORK OR LAN

“Local Area Network” or “LAN” shall mean the network connecting Desktop Computing Assets and other devices in a relatively small geographical area, such as a Site.

119. LOCATION

“Location” shall mean any present or future location at which the County conducts its operations, including offices and facilities, and any other location where the County wishes to receive Services, as specified by the County to Contractor at any time during the Term of the Agreement. The Locations include the Sites and the County Facilities. Location also includes any present or future location from which Contractor provides Services to the County.

120. LOSSES

“Losses” shall mean all losses, liabilities, damages, fines, claims (including taxes), mechanics’ liens, other liens, awards and penalties, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

121. MACHINES

“Machines” means computers and related equipment, including laptop computers, desktop computers, central processing units and other processors, mainframes, telephones, mobile devices, tablets, services, controllers, modems, projectors, communications or telecommunications equipment, cables, circuits, storage devices, printers, scanners, terminals, other peripherals and input and output devices, and other tangible mechanical and electronic equipment intended for the processing, input, output, storage, transmission, and retrieval of information and data or voice communications. “Machines” also includes any data, and the tangible media used to support any of the foregoing, and all supporting documentation, media, and related materials, including written maintenance agreements, service agreements, license agreements, equipment lease agreements, Subcontractor agreements, and support documentation such as configuration documents and runbooks.”

122. MANAGEMENT COMMITTEE

“Management Committee” shall mean the body described in Section 10.3 of the Agreement.

123. MAXIMUM ANNUAL FEE

“Maximum Annual Fee” shall mean the maximum amount payable under the Agreement in each Contract Year by the County to Contractor, as specified in Section 16.1.4 of the Agreement and Schedule 16.1.

124. MEASUREMENT PERIOD

“Measurement Period” means the period in which a given Service Level is measured (e.g., one month, one year).

125. MEDIUM WORK REQUEST

“Medium Work Request” shall mean a Service Request for new Services where the total, recurring and non-recurring cost to the County is greater than \$15,000.00 and less than or equal to \$50,000.00.

126. MIDDLEWARE

“Middleware” shall mean software that serves as a data-passing intermediary between Operating System Software and an Application. The term is also used to describe separate products that serve as the glue between two Applications; distinct from import and export features that may be built into one of the Applications.

127. MILESTONE

“Milestone” shall mean a point in a project plan when completion of a significant component or module is to be completed. Typically, Milestones are expressed as deliverables to the County in a Service Request.

128. MINIMUM PERFORMANCE

“Minimum Performance” shall mean the percentage of time or instances that a target SL must be met as specified in the applicable SL.

129. MISSION / BUSINESS CRITICAL

“Mission / Business Critical” shall mean Severity 2 Incidents as defined in Schedule 4.8.

130. MONTH

“Month” shall mean any calendar month during the Term of the Agreement.

131. MONTHLY SERVICES CHARGE (MSC)

“Monthly Services Charge” or “MSC” shall mean the charge to the County for Contractor’s provision of all of the Services for any month during the Term.

132. MOVE

“Move” shall mean the relocation of an existing device from one County Site to another or within a County site.

133. NET BOOK VALUE (NBV)

For purchased assets, the Net Book Value of the asset is defined as the initial purchase price of the asset, excluding administrative cost and profit, less accumulated depreciation. For leased assets, the Net Book Value of the asset is defined as the value of all lease payments, excluding administrative cost and profit, less accumulated depreciation. Depreciation is calculated on a straight line, with asset life as defined as the County’s contractual payment period for that asset as defined in Schedule 4.3. For example: desktop depreciation is over a life of 4 years and laptop depreciation is over a life of 3 years.

134. NETWORK SERVICES

“Network Services” shall mean the Services described in Section 5 of Schedule 4.3 – Operational Services.

135. NO DEFECT

“No Defect” shall mean an Incident when there is 1) no defect, or 2) an End-User induced error, or 3) password reset, End-User requested file restorations, etc.

136. ONLINE TRANSACTION RESPONSE TIME

“Online Transaction Response Time” shall mean the amount of time required to refresh End-User screen from point that enter command is given from End-User device.

137. OPTIONAL ITEM CATALOG OR OIC

“Optional Item Catalog” or “OIC” shall mean the on-line catalog used by the County to procure items as well as training services that are supported and/or provided by the Contractor, as specified in Schedule 16.1 of the Agreement.

138. PARTY

“Party” shall mean the County or Contractor, as applicable; “the Parties” shall mean each of the County and the Contractor.

139. PERFORMANCE TARGET

“Performance Target” shall mean the desired level of service County is seeking for a particular Service Level requirement.

140. PERSON

“Person” shall mean any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trust, association, governmental organization or agency, political subdivision, body politic, or other legal person or entity of any kind, legally constituted.

141. POINT OF PRESENCE (POP)

“Point of Presence” shall mean a network hub that connects many different networks or communications devices to provide End-Users access to the data center or Internet.

142. PLANNED OUTAGES

“Planned Outages” shall mean planned scheduled maintenance agreed to by the County and the Contractor.

143. PORTFOLIO APPLICATION LIST

“Portfolio Application List” shall mean the list of Portfolio Applications.

144. PORTFOLIO APPLICATIONS

“Portfolio Applications” shall mean non-Desktop Applications supported by the Contractor (excludes all Applications contained in the Optional Item Catalog).

145. PREMISES DEVICES

“Premises Devices” shall mean devices used by County End-Users to interface with the computing infrastructure, including workstations, Network attached printers and other Network attached peripherals.

146. PROBLEM

“Problem” shall mean any problem or circumstance that results from any of the following:

- (i) an alleged Failure by either Party to perform its obligations under the Agreement;
- (ii) an alleged inadequacy or delay of either Party’s performance under the Agreement;
- (iii) a request for products, services, or resources, where the Parties disagree whether such products, services, or resources are within the scope of the Agreement; or
- (iv) a disagreement as to the responsibilities either Party has under the Agreement.

147. PROBLEM RESOLUTION REPORT

“Problem Resolution Report” or “PRR” shall mean a written report executed by both Parties describing a solution to a Problem, which terms will govern the behavior of the Parties until such time that the terms of the Problem Resolution Report are incorporated by amendment into the Agreement.

148. PROJECT

“Project” shall mean a temporary endeavor undertaken to create a unique product or service, or enhance an existing product, with varying levels complexity, risk, or integration.

149. PROJECT ESTIMATION

“Project Estimation” shall mean a set of disciplines and techniques that allow an IT professional to quantify labor and materials to determine schedule and cost, which is adjusted for risk. Project Estimation methods and tools provide a series of questions that allow the professional to input values to a system. The system provides a common frame of reference for the Contractor and County to understand how cost and schedule were derived.

150. PROVISIONAL TERMINATION DATE

“Provisional Termination Date” shall have the meaning set forth in Section 17.2.1 of the Agreement.

151. PUBLIC RECORD DATA

“Public Record Data” shall mean any “public record” as that term is used in the California Public Records Act.

152. PUBLIC SWITCHED TELEPHONE NETWORK (PSTN)

“Public Switched Telephone Network” or “PSTN” shall mean the network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North America.

153. PURCHASED ASSETS

“Purchased Assets” shall mean those Assets, including Machines, equipment, leases, licenses and other tangible and intangible property to be purchased by, assigned to or otherwise transferred to Contractor as of the Cutover Date for each applicable Service Framework, as set forth in a separate

document delivered by the County to Contractor before or concurrently with the Signing Date, and as updated by mutual agreement of the Parties (which agreement shall not be unreasonably withheld) at the Cutover Date for each applicable Service Framework, and such other property relating to the Services as may be identified by either Party in a written notice delivered to the other Party after the applicable Cutover Date and mutually agreed (which agreement shall not be unreasonably withheld) to be a Purchased Asset.

154. QUALITY

“Quality” shall mean a measurement based on counting the function points developed during a project and capturing the number of defects introduced into the User Acceptance testing environment that were specifically due to code or incorrectly applied configuration.

155. REMOTE ACCESS REQUEST FORM (RARF)

“Remote Access Request Form” or “RARF” shall mean a Service Request form used to request remote access to the County Network.

156. REMOVE

“Remove” shall mean taking an existing device or Desktop Application out of service from a County Site or End-User

157. REPORTING INTERVAL

“Reporting Interval” shall mean the time span between regular performance Reporting Periods.

158. REPORTING PERIOD

“Reporting Period” shall mean on a monthly basis, within three business days of the close of the calendar month, unless stated otherwise.

159. REQUEST FOR NETWORK ACCESS (RFNA) FORM

“Request for Network Access (RFNA) Form” shall mean a Service Request form used to request access to County Applications from non-Contractor assets.

160. REQUIRED CONSENTS

“Required Consents” shall mean Government Approvals and other Third-Party consents or approvals required in connection with:

- (i) the assignment to and assumption by Contractor of the Assigned Contracts and Assigned Leases;
- (ii) the licensing, granting, or transferring to Contractor of the right to use, access, and (if necessary) modify any of the Retained Assets, County Software, and any of the assets and properties covered by any of the Retained Assets, in connection with Contractor’s performance of the Services;
- (iii) the assignment to and assumption by the County of the Assigned Contracts and Assigned Leases in connection with Disentanglement;
- (iv) the performance of the Services under the Agreement.

161. RESIDUALS

“Residuals” shall mean Contractor’s general knowledge, skill, and experience, any ideas, concepts, know-how, and technologies that are within the scope of Contractor’s business practice and are used, acquired, or developed by it in the course of providing the Services; provided, however, that the Residuals shall not include any Work Product or any of the County’s Confidential Information.

162. RESOLVE

“Resolve” shall mean to repair, replace, reconfigure, re-install, reroute, or otherwise provide a complete solution to an Incident that returns the System and/or End-User(s) to non-degraded full

functionality. A Workstation Incident at a virtual office/remote access (VORA) site is considered “Resolved” by the overnight shipment of a repaired or a replacement Workstation that is fully operational. Implementing a Workaround is a partial or temporary resolution.

163. RESPOND TIME (TIME TO RESPOND)

“Respond Time” or “Time to Respond” shall mean the duration between when an Incident is reported to the Contractor and when a Contractor support technician or engineer provides initial feedback to County.

Calculation: Performance = Actual time to respond/target time to respond.

164. RESOURCE UNIT (RU)

“Resource Unit” or “RU” shall mean a particular unit of utilization of resources that have a Baseline Volume, as described in Schedule 16.1, and that is measured to determine the County’s actual utilization of such resource for the purposes of calculating the Fees in accordance with Schedule 16.1.

165. RESOURCE UNIT FEE

“Resource Unit Fee” shall have the meaning set forth in Schedule 16.1.

166. RESOLVED

“Resolved” shall mean that a Problem or Incident is corrected to the County’s satisfaction or back to the intended functionality of a system.

167. RESPONSE TIME OF THE APPLICATION

“Response Time of the Application” shall mean the elapsed time from when the “return” key is pressed to the response back to the screen, fully refreshed by the Application. Sometimes, this is called End-to-End response time. The Contractor will be responsible for this metric if it has responsibility for all components of the systems and network.

168. RETAINED ASSETS

“Retained Assets” shall mean the Software, Hardware and other assets (including their related written maintenance agreements, service agreements, Software license agreements, equipment lease agreements and Subcontractor agreements to which the County or the State is a party), that are not assigned to or not otherwise owned or leased by Contractor or any Subcontractors yet managed and administered by Contractor pursuant to Schedule 4.3. A list of the Retained Assets shall be included in the Standards and Procedures Manual, and shall be updated from time to time by the Parties. “Retained Assets” shall include Retained Desktop Computers.

169. RETAINED DESKTOP COMPUTERS

“Retained Desktop Computer” shall mean Retained Assets that are devices defined in the Desktop Computing Component in Section 4 of Schedule 4.3.

170. RETIREMENT

“Retirement” shall mean the work required to take an Application permanently out of service. Such work shall be performed solely pursuant to a Service Request.

171. ROOT-CAUSE ANALYSIS

“Root-Cause Analysis” shall mean the Problem analysis process described in Section 4.9 of the Agreement.

172. SALES TAX(ES)

“Sales Tax(es)” shall have the meaning given to it in Section 16.5 of the Agreement.

173. SCHEDULED MAINTENANCE

“Scheduled Maintenance” shall mean preventative, Decommission, Retirement, or planned Software updates.

174. SCHEDULED TIME

“Scheduled Time” shall mean the time during which Service is to be operational as designated in the applicable Service Level table. All references to schedule (for example, 0730 hours) in the Service Level tables are local time for the point of service.

175. SCHEDULED UPTIME

“Scheduled Uptime” shall mean the required System Availability that excludes all Planned Outages.

176. SEI/CMM LEVEL

“SEI/CMM Level” shall mean the Software Engineering Institute/Capability Maturity Model that is a reference model used for determining a software development organization’s level of competency. Level 1 is characterized by an organization’s ad-hoc development processes; Level 2 has repeatable processes; Level 3 has defined or documented processes that are consistently used; Level 4 has metrics for managing the processes, and Level 5 includes processes for optimization and improvement.

177. SERVERS

“Servers” shall mean all server classes defined (e.g., Infrastructure Server, Application Development Server, Application Pre-Production Server, Application Test Server and Application Production Server).

178. SERVICE DESK SERVICES

“Service Desk Services” shall mean the Services described in Section 2 of Schedule 4.3.

179. SERVICE FRAMEWORK

“Service Framework” shall mean any one or more of the following categories of Services described in Schedule 4.3: (1) Cross Functional Services, (2) Service Desk Services, (3) End-User Services, (4) Network Services, (5) Data Center Services, and (6) Application Services.

180. SERVICE LEVEL (SL)

“SL,” which is the acronym for “Service Level,” shall mean the minimum functional and operational performance levels specified in Schedule 4.8 for any task or service.

181. SERVICE PORTAL

“Service Portal” shall mean a secure website planned, built and operated by Contractor that resides on the County Intranet that provides End-User access to centralized IT and Telecommunications services and content in accordance with requirements in Schedule 4.3.

182. SERVICE REQUEST

“Service Request” shall mean End-User authorized request for Services in accordance with requirements in Schedule 4.3.

183. SERVICES

“Services” shall mean all services, functions and activities to be provided by Contractor under the Agreement, including, but not limited to, all of the following:

- (i) Current Services;
- (ii) The services described in Schedule 4.3;
- (iii) Any services described in the Agreement that can be performed by Contractor’s, or its Subcontractor’s, personnel falling into any of the Application Services Labor categories listed in Exhibit 16.1-4 of Schedule 16.1;

- (iv) Any other services specified elsewhere in the Agreement;
- (v) Any other IT-related services that are requested by the County from time to time during the Term; and
- (vi) Any procurement, maintenance, support, design, management, planning, and other services that are incidental, ancillary, customary, or necessary to and appropriate for the performance and receipt of any of the foregoing, exclusive, however, of services or functions for which the County expressly retains responsibility under the Agreement.

184. SHARED RESOURCES

“Shared Resources” shall have the meaning given to it in Section 7.6 of the Agreement.

185. SITE

“Site” shall mean each physical Location to which or from which Contractor provides the Services. The term “Site” is more fully defined in Schedule 4.3, Section 5.16.2.

186. SOFTWARE

“Software” means computer programs and program objects of any kind (including object code, source code, service and any intermediate forms or versions thereof), program set up and customization parameters and data, and the tangible media on which any of the foregoing are recorded, and all supporting documentation, media, written maintenance agreements, service agreements, license agreements, equipment lease agreements, Subcontractor agreements, and support documentation such as configuration documents and runbooks, and any other related documentation. When used individually, includes County Software, Contractor Software and Third-Party Software.

187. SPECIFICATIONS

“Specifications” shall mean the functional and technical requirements of a solution, which are codified in a document.

188. STANDARDS AND PROCEDURES MANUAL (SNP MANUAL)

“Standards and Procedures Manual” or “SnP Manual” shall mean the written manual developed by Contractor as described in Section 7.3 of the Agreement.

189. STATE

“State” shall mean the State of California.

190. SUBCONTRACTOR

“Subcontractor” shall mean any Person (including any Contractor Affiliate), other than Contractor, that provides Services, directly or indirectly, to the County pursuant to an agreement with (i) Contractor or (ii) a Subcontractor (of any tier) of Contractor. The term Subcontractor shall not include suppliers of Hardware and Software where the Person supplies only Hardware or Software and directly related maintenance and support services.

191. SYSTEM

“System” means the combination of the infrastructure, Middleware, and the Application or Applications Suite.

192. SYSTEM OF RECORD

“System of Record” means a production system that has been recognized by the County as the official basis for business transactions.

193. TARGET

“Target” shall mean the desired level of service County is requiring for a particular Service Level metric.

194. TASK-BASED SERVICE REQUEST

“Task Based Service Request” shall mean a Service Request for services where the preponderance of the work is pre-defined and results in deliverable products.

195. TERM

“Term” shall mean the period during which Contractor shall be obligated to provide the Services, as specified in Section 17.1 of the Agreement.

196. TERMINATED SERVICES

“Terminated Services” shall mean any Service, category of Service, or any discrete component, deliverables, features, functions, capabilities, tasks, activities, or portion of the Services, that Contractor and/or any Subcontractors shall cease performing under the Agreement and that may be assumed by the County, or by any Third-Party provider designated by the County.

197. TERMINATION DATE

“Termination Date” shall have the meaning given to it in Section 17.2.1 of the Agreement.

198. TERMINATION NOTICE

“Termination Notice” shall have the meaning given to it in Section 17.2.1 of the Agreement.

199. THIRD-PARTY

“Third Party” is i) a Person who provides Hardware, Software or other Services to the County and that is not a Subcontractor, or ii) a non-County Person to whom County directs Contractor to

provide Contractor Services as a result of a Service Request, or iii) a non-County Person with whom the County directs Contractor to create an interface or other connectivity with the County.

200. THIRD-PARTY RESOURCES

“Third-Party Resources” shall have the meaning given to it in Section 4.6 of the Agreement.

201. THIRD-PARTY SOFTWARE

“Third-Party Software” means Third-Party Works comprising Software and all supporting documentation, media, and related materials, provided or made available to the County by Contractor through its Subcontractors or other third parties or otherwise used by Contractor or its Subcontractors in connection with the performance of the Services (and all updates, enhancements, customizations, and other improvements thereof).

202. THIRD-PARTY WORKS

“Third-Party Works” means Underlying Works conceived, invented, created, or acquired by a Third-Party.

203. TICKET

“Ticket” shall mean the mechanism for recording Incidents in the Contractor’s Service Desk systems.

204. TRANSITION

“Transition” shall have the meaning given to it in Section 2.1, of the Agreement.

205. TRANSITION PLAN

“Transition Plan” shall mean the plan described in Section 2.1, a copy of which is attached hereto as part of Schedule 2.1, of the Agreement.

206. TRANSITIONED EMPLOYEE

“Transitioned Employee” shall mean each Designated Employee who accepts an offer of employment from Contractor or a Subcontractor and becomes an employee of Contractor or a Subcontractor pursuant to this Agreement.

207. UNDERLYING WORKS

“Underlying Works” means tangible and intangible information and developments that: (i) had already been conceived, invented, created, developed or acquired by Contractor or Third-Parties prior to the Effective Date and were not conceived, invented, created, developed or acquired for the County’s use or benefit in connection with this Agreement; or (ii) were conceived, invented, created, developed or acquired by Contractor or Third-Parties on or after the Effective Date, but only to the extent such information and developments do not constitute Work Product hereunder. An Underlying Work includes all intermediate and partial versions thereof, including all source code and object code with respect thereto, and all processes, methods, apparatus, programs, procedures, designs, specifications, inventions, discoveries, improvements, ideas, know-how, techniques, materials, program materials, Software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, reports, data, data models, pictorial materials, schematics, other creations, and the like, whether or not patented or patentable or otherwise protectable by law.

208. UNIX SERVER

“UNIX Server” shall mean any Server running the UNIX Operating System (e.g., Solaris, HP-UX, Tru64, AIX).

209. UNSCHEDULED MAINTENANCE

“Unscheduled Maintenance” shall mean unplanned maintenance to resolve defects.

210. VOICE SERVICES

“Voice Services” shall mean those Services described in Section 5 of Schedule 4.3 – Operational Services.

211. VOICE SWITCH OR PBX

“Voice Switch or PBX” shall mean a Voice Switch (also known as a PBX (Private Branch Exchange)), which is an electronic system capable of switching, routing, and connecting internal voice callers to each other as well as to external telephone lines. The PBX provides a switching matrix that allows internal telephones within an organization to:

- connect to other internal telephones
- connect to external telephone lines to make voice calls to "outside" telephones
- receive incoming telephone calls from "outside" callers.
- record calling data in order to charge users for the cost of toll calls.

In addition, a PBX provides hundreds of call handling and processing features that allow users to control, direct, route, and process incoming and outgoing telephone calls in a manner best suited to meet their business call processing needs. This ranges from such common items as call forwarding, transfer, restriction, direct dial to more sophisticated capabilities such as automatic call distribution and alternative routing.

212. WARN ACT

“WARN Act” means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101 et seq, and any state or local statute, code, regulation or ordinance that is analogous or similar to the WARN Act.

213. WARN NOTICE

“WARN Notice” means a notice required by the WARN Act, or other applicable law, to be provided to a Party’s (including Subcontractor’s) employees in connection with an event or circumstance that is likely to result in the termination or redeployment of such employees and that might result in the imposition of incremental severance and other costs, damages, fines, or penalties if such laws are not fully complied with.

214. WEEK

“Week” shall mean a week of seven (7) days, Sunday through Saturday, including County holidays.

215. WEIGHTING FACTOR

“Weighting Factor” shall have the meaning set forth in Schedule 16.8.

216. WIDE AREA NETWORK OR WAN

“WIDE AREA NETWORK” or “WAN” shall mean a network linking together networks located in other geographical areas.

217. WORK PRODUCT

“Work Product” means all tangible and intangible information and developments, and intermediate or partial versions thereof, including source code and object code with respect thereto, and all processes, methods, apparatus, programs, procedures, designs, specifications, inventions, discoveries, improvements, ideas, know-how, techniques, materials, program materials, Software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, reports, data, data models, pictorial materials, schematics, other creations, and the like, whether or not patented or patentable, subject to copyright, constituting a trade secret, or otherwise protectable by law, that are conceived, invented, created, developed or acquired by Contractor in its performance under this Agreement, or by any Person engaged by Contractor in the performance of Contractor’s obligations or the

exercise of Contractor's rights under this Agreement, and the Intellectual Property Rights in or pertaining to any of the foregoing.

218. WORKSTATION

“Workstation” shall mean an End-User computing device, ranging in power and function from a desktop or laptop PC to a high end engineering or graphic workstation.

END OF SCHEDULE