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Unisys

Master Agreement for Products and Services

This Master Agreement for Products and Services is between Unisys Corporation, a Delaware corporation, with offices at Unisys Way, Blue Bell, Pennsylvania 19424 ("Unisys") and:

Client Name and Mailing Address

This Agreement consists of the terms and conditions on pages 1 through 5 and those of the following checked documents:

- 4305 5383-002 Statement of Work
- 4305 4931-005 Equipment Sale Schedule
- 4305 4933-004 Software License Schedule
- 4305 4934-001 Information Services Schedule
- 4305 4940-002 Support Services Addendum
- 4305 4942-001 Support Services Schedule
- 4305 4944-001 Support Services Schedule for Desktop Equipment
- 4305 4935-001 Systems Integration Addendum
- 4305 4936-002 State and Local Government Addendum
- _____ **Addendum Number 1 Agreement between Unisys and County of San Mateo**
- _____
- _____

The parties acknowledge they have read and understand this Agreement (pages 1 through 5, including all checked and attached schedules and addenda) and are not entering into this Agreement on the basis of any representations not expressly set forth in it.

Agreed and Accepted

Unisys Corporation

Client

(Signature) (Date)

(Signature) (Date)

(Printed/typed name)

(Printed/typed name)

(Title)

(Title)

computer time, subject only to Client's security rules; (d) follow Unisys procedures and instructions for operator maintenance and obtaining services; (e) provide a memory dump and additional data in machine readable form if requested; (f) reproduce suspected errors or malfunctions in Software; and (g) install available error corrections and maintenance releases authorized by the manufacturer on a current basis.

Section 7 - Confidential Information

Each party will use the same measures it uses for its own information of a similar nature, but not less than reasonable measures to protect Confidential Information provided by the other party under this Agreement from unauthorized use or disclosure and to restrict its use according to this Agreement. Title or the right to possess Confidential Information will remain with the disclosing party.

All materials containing Confidential Information will be marked "Proprietary," "Confidential," or in a manner which gives notice of its confidential nature. Confidential Information will not be copied, in whole or in part, except when essential for authorized use under this Agreement. The parties agree to reproduce all notices on any copies made, including on storage media. If Confidential Information is disclosed in other than tangible form, the disclosing party will provide a written description of that Confidential Information to the recipient within twenty (20) days of the disclosure.

The obligations stated in this Section do not apply to Confidential Information: (a) already known to the recipient at the time of disclosure; (b) independently generated by the recipient and not derived from the Confidential Information supplied by the disclosing party; (c) publicly known or available, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the Confidential Information; (d) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or (e) required to be disclosed by the recipient by law, regulation, court order, or other legal process, provided the recipient provides, to the extent possible, reasonable advance notice to the other party of the impending disclosure. When this Agreement or an Order terminates or expires, or upon request, the recipient agrees to return or destroy (and certify in writing destruction of) Confidential Information furnished in connection with the Agreement and/or the Order(s), including all copies made, and all writings, descriptions and summaries involving or based on such Confidential Information. Unisys and Client agree to continue with these confidentiality obligations after this Agreement ends.

Client acknowledges that all support materials, including without limitation, diagnostic software and tools, are Confidential Information of Unisys and will be used only by Unisys maintenance personnel. This provision applies even though such materials may be listed in the Unisys price lists, catalogs, invoices or contracts.

Section 8 - Diagnostic Tools

For ease of service, Unisys may store proprietary and confidential diagnostic tools, software, and documentation, whether in printed or electronic form, (collectively called "Tools") at Client's site or within a Product. These Tools may be pre-loaded on Client's equipment or embedded in a Product before delivery. Unisys does not license these Tools to Client. Unisys does not give Client or anyone else permission to access, monitor, use, copy, distribute, or change these Tools. Unisys acknowledges that during routine system back-ups, Client may not easily avoid copying software Tools and, to this extent, the copies are permitted provided Client protects these Tools as Unisys Confidential Information and Client does not remove any proprietary markings. Unisys may remove these Tools at will and Client gives Unisys permission and access to Client's site to do so.

Section 9 - License

Unisys either licenses Software directly or distributes Software that is licensed by another party. In either case, Client does not obtain ownership of Software. If Unisys distributes a Software Product with a separate license agreement that license agreement alone will apply to the Product; otherwise, the following license terms will apply. Unisys licenses each purchased copy of the Software and documentation on a personal, non-exclusive and non-transferable basis for Client's internal use in the United States but not as a service bureau, nor for outsourcing, nor for facilities management. Unisys licenses the Software solely for Client's use on a single machine unless the ordered Unisys license plan provides otherwise. Client may use the Software temporarily on a backup machine provided the Software is used on only one (1) machine at a time and Client removes the Software from the backup machine promptly after each temporary use.

Client will not copy Software or documentation except for one (1) archival copy of the Software, which must bear all the legends and notices of the original item. No license is granted to Client to use any Unisys proprietary Software to assess, test, or develop any hardware products or device handler software, operating system software or hardware diagnostic software that will be marketed by Client or others for compensation. Client may develop other software programs and may test fully-developed, commercially-available third party hardware products or software programs where such testing is solely intended for Client's internal evaluation of the fitness of such product or program for Client's own internal data processing purposes. Client will not decompile, reverse engineer or disassemble Software, except as permitted by law. Upon notice to Client, Unisys may audit Client's use of the Software to determine Client's compliance with this license provided Unisys complies with Client's customary security rules and does not unreasonably interfere with Client's permitted use, and in such event, Client agrees to provide relevant information and reasonable facilities.

Client or Unisys may end any license at the close of the applicable license period by giving 30 days prior written notice, or else the license will continue for another like period, subject to all the terms stated herein, at Unisys then-current charges. For Software licensed by Unisys other than on a one-time charge basis, each such license ends when Client stops using the equipment on which the Software was first licensed. When a license ends, Client will destroy (and, in writing, certify destruction) or return to Unisys all copies of the corresponding Software (including copies on the equipment), documentation, and any other related Confidential Information in Client's possession that was provided under the license.

Federal Government Use of Software - The Software and any accompanying documentation are commercial items which have been developed entirely at private expense. They are delivered and licensed as commercial computer software and commercial software documentation within the meaning of the applicable acquisition regulation(s). This license shall prescribe exclusively the Government's use and disclosure of the Software and documentation.

Section 10 - Equipment Warranties

Equipment may be new, newly manufactured, or assembled from new or serviceable used parts that are like new in performance. Unless the Order or the Unisys Limited Warranty Statement that accompanies the equipment provides a different warranty period, and excluding equipment provided "AS IS", Unisys promises that Unisys branded equipment will be free from defects in material and workmanship, will be Year 2000 Ready, and will substantially conform to relevant Unisys published specifications for twelve (12) months after shipment to Client. Unisys will repair or replace, at its option and expense, items of equipment that do not meet this warranty provided Client reports the

problem to Unisys during the warranty period. Unisys may fulfill warranty obligations at a Unisys designated site or depot and, when applicable, Client agrees to send equipment to the Unisys site at Client's expense and risk. Unisys will return the equipment at Unisys expense and risk if the equipment was defective. Replaced items, whether under a warranty or Service event, become Unisys property. This warranty does not extend to damage caused by normal wear and tear, accident, misuse, disaster, improper supplies or alterations, attachments, parts or repairs not provided or authorized by Unisys.

Section 11 - Software Warranties

Unisys promises that Unisys Software that is designated "W" within a Software License Schedule will conform substantially to the then-current published functional specifications and will be Year 2000 Ready for ninety (90) days from Client's receipt provided Client uses it properly. Unisys will provide a workaround or correction for material errors in Unisys Software that prevent its use in a production environment, provided that Client reports the problem in writing to Unisys during this warranty period. This warranty does not extend to non-conformities resulting from accident, misuse, disaster, or alterations or modifications not provided or authorized by Unisys.

Section 12 - Unwarranted/AS IS Unisys and Non Unisys Products and Services

Unisys provides all non Unisys equipment and non Unisys Software and all Software not designated "W" within a Software License Schedule and Unisys Software licensed to Client after the initial license period (whether under a renewed or subsequent license) "AS IS" and without Unisys warranty. Non Unisys manufacturers, suppliers, or publishers may provide their own warranties or remedies to Client. For non Unisys Products, Client agrees to look solely to any warranties and remedies provided by these non Unisys manufacturers, suppliers, or publishers. Client agrees that Unisys will have no liability for any third party products or services that it may acquire from a third party even if Unisys recommended these products or services to Client.

Section 13 - Services Warranties

Unisys has the ability to perform the Services and Unisys will provide suitable resources to perform the work according to the description of Services, including any Ordered maintenance Service plan. All Services exclude damage repair or correction of defects or errors related to: (a) time and date data functionality for Unisys Products not designated Year 2000 Ready or non Unisys Products not Year 2000 Ready as initially manufactured; and, (b) supplies not obtained from Unisys, and (c) design, manufacture, materials or workmanship related to non Unisys products and services, or Product(s) for which Unisys has discontinued engineering support; and (d) unauthorized alterations or attachments; and (e) intentional damage caused by non Unisys personnel. In addition, Services exclude replacement of supplies expended during normal operation (including batteries, ink and other consumables).

Section 14 - No Other Warranties

Except as described in this Agreement or an Order, Unisys makes no other warranties. **TO THE EXTENT PERMITTED BY LAW, UNISYS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.** Unisys warranties extend solely to Client. The following language relates only to Products subject to federal or state consumer warranty laws: If the disclaimer of implied warranties does not apply to Client, Unisys limits the length of these warranties to the applicable Unisys warranty period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Client.

This warranty gives Client specific legal rights, and Client may also have other rights which vary from state to state.

Section 15 - Maintenance Service Description

According to the service plan ordered by Client, Unisys will, with respect to covered equipment and Software, use commercially reasonable efforts to:

(a) diagnose and repair equipment that does not work according to the manufacturer's specification because of normal wear and tear, provided the equipment is in good working order at the start of the Unisys services, properly configured at the minimum hardware and software levels designated by Unisys, and Client complies with the manufacturer's instructions for the proper use, care, supplies, and environment for the equipment.

(b) diagnose and provide to Client workarounds or corrections for (i) material defects in the currently-supported version(s) of Unisys proprietary Software that prevent Client's use of this Software in a production environment; and (ii) non Unisys Software where the manufacturer makes such support available to Unisys for Client's benefit under a valid license.

Client must give Unisys prior written notice of any proposed changes (including alterations or attachments to equipment, software, components, boards or subassemblies) to Products covered by a Unisys warranty or enrolled in a Unisys Service plan. Unisys has no obligation to provide maintenance Support Services for changed equipment or Software. Unisys may agree to maintain, support or correct such changed Products for an additional charge.

Section 16 - Limitation of Liability

If Unisys does not meet its obligations under either this Agreement or any Order then, despite the basis on which Client may be entitled to recover from Unisys, the parties agree that Unisys and its subcontractors and suppliers are only liable for: (a) payments described in Section 17, Patents and Copyrights for claims of infringement or misappropriation; and (b) actual direct loss or damage, up to the greater of \$100,000 or the charges paid for the Product or Service that is the subject of Client's claim during the twelve (12) month period immediately prior to such claim; except that for any defective non Unisys Products provided under this Agreement, Unisys maximum liability is a refund of the amount paid to Unisys for such Products (not including any amounts paid for related Services) returned to Unisys within ninety (90) days after shipment.

The parties also agree that Unisys and its subcontractors and suppliers will not be liable for: (a) claims against Client from others except for claims described in Section 17, Patents and Copyrights; (b) loss of, or damage to, information or data from any cause; and (c) indirect, incidental, special, punitive, or consequential damages (including lost profits or savings), even if Unisys knows or should have known of the possibility of these damages.

Notwithstanding the foregoing, Unisys agrees to defend and indemnify Client against claims for damage to tangible property (but not loss or damage to information or data) or injury to persons, including death, to the extent directly caused by the negligent acts or omissions of Unisys. The following language relates only to Products subject to applicable federal or state warranty laws: Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Section 17 - Patents and Copyrights

Unisys will defend Client from claims that a Unisys Product infringes a United States patent or copyright or misappropriates a trade secret protected under United States law, provided Client: (a) promptly gives

Unisys written notice of the claim; (b) gives Unisys control and authority to defend and/or settle the claim; and, (c) gives Unisys its cooperation in defense of such claim.

Unisys will pay the costs of the defense and any settlement or damage award for the claim(s). If a claim is made or Unisys believes a claim is likely to be made, Unisys may, at its sole discretion, obtain the right(s) to allow Client to continue to use the Product or Unisys may replace or modify the Product. If Unisys determines that these choices are not available on reasonable terms, Client will, upon Unisys request, stop using the Product and return it to Unisys, whereupon any applicable license and charges for the Product will end, and Unisys will give Client a credit for the price paid to Unisys, less a reasonable charge for past use by Client and/or Product depreciation. Unisys has no obligation under this Section for any claim from Client, a legal entity related to Client, or any claim based on: (a) Client's design or modification of a Product; (b) Client's use of a Product in combination with anything that Unisys did not provide to Client; or, (c) a non Unisys product alone.

This Section states Unisys entire liability and Client's sole and exclusive remedies for patent and copyright infringement or misappropriation and trade secret misappropriation.

Section 18 - Ideas

Any ideas, concepts, know-how, data processing techniques, Software, documentation, diagrams, specifications, schematics or blueprints developed by Unisys personnel (alone or jointly with Client) in connection with the Services will be and remain the property of Unisys. Subject to payment of any license fees required under the Agreement, Unisys grants Client a non-exclusive license to use any of the foregoing in accordance with the terms of the Agreement.

Section 19 - Termination and Cancellation

Either party may cancel an Order if the other does not meet the material terms of that Order or this Agreement, provided the party who is not meeting its obligations receives written notice and at least 30 days to comply with those obligations. Unisys may suspend Services, cancel an Order, and repossess Products (excluding only equipment for which the purchase price has been fully paid) if Client fails to pay any overdue payment within ten (10) days after Client receives written notice. Unisys may terminate maintenance Support Services on 30 days prior written notice if Unisys determines that any alterations, attachments, Client Software modification or failure to install a maintenance release will interfere with Service provision. Unisys may terminate maintenance Support Services or change the terms of support to Client for a Product on the earlier of (a) 90 days notice via written notification or posting by Unisys at its support website www.service.unisys.com or (b) at the expiration of the then-current term for those Support Services. Either party may terminate any license for Software or any Support Services upon expiration of the applicable term upon 30 days prior written notice. The license or service will renew or extend in accordance with the provisions of this Agreement, if such notice is not given. The licenses for any Software automatically terminate upon Client's discontinuance of use of the equipment on which the Software was licensed, at which time Client must either destroy or return the Software and documentation to Unisys. Upon termination or cancellation of Support Services, all Tools will be returned to Unisys. Any terms of the Agreement that by their nature extend after the end of the Agreement will remain in effect until

fulfilled. The rights or duties relating to protection of Confidential Information, indemnities, security interests, or compliance with export regulations will survive termination or cancellation of this Agreement.

Section 20 - Dispute Resolution

Either party may resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("dispute"), on a confidential basis according to the following process, by first delivering a written notice describing the dispute and the amount involved ("demand") to the other party.

(a) **Mediation** - After receipt of a demand, either party may start mandatory non-binding mediation before a single mediator, under the commercial mediation rules of the American Arbitration Association (AAA).

Section 21 - Other Provisions

Client and Unisys will tell their agents of their obligations under this Agreement. Unisys will excuse any failure that is beyond Client's reasonable control and Client will excuse any failure that is beyond Unisys reasonable control, except that Client shall not be excused from making payments when due. Any failure or delay by Client or Unisys in exercising any right or remedy will not be a waiver. If any provision of this Agreement should be declared invalid, the remaining provisions will continue to have effect. This Agreement, documents expressly incorporated by reference in this Agreement, and any Orders under this Agreement, are the entire agreement between Client and Unisys for the Products and Services under that Order and supersede all prior related proposals, agreements, and all other communications between Client and Unisys. **THE LOCAL LAW OF THE COMMONWEALTH OF PENNSYLVANIA WILL GOVERN THIS AGREEMENT, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS.** Only a Unisys Vice President, General Manager, or Contracts Manager is authorized to make any change to this Agreement or an Order. Client may not assign or transfer Client's rights or obligations under this Agreement without the prior written consent of Unisys. Unisys may subcontract Services to third parties. Client shall send all notices to the Unisys office that services Client and, for notices under Sections 17, 20 and requests for information under Section 5, provide a copy to the Unisys Office of the General Counsel, Unisys Way, Blue Bell, PA 19424-0002.



State and Local Government Addendum

Agreement Number

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This Addendum amends the agreement referenced above by Agreement Number (the "Agreement") and applies only to Orders for Products and/or Services from state or local governments, which are commenced under the Agreement.

1. The following term is deemed amended to **Section 4 - Payment**:

"Unisys recognizes that some government entities are prohibited from paying in advance and therefore will not pay until the services are rendered."

2. The following term is deemed amended to **Section 19 - Termination**:

"If the government body that appropriates Client's funds for data processing does not allocate such funds beyond the then-current fiscal period; Client may terminate all or any portion of any order under this Agreement. Client will be liable for any accumulated payments due prior to the effective date of the new fiscal year. Client is not permitted to obtain any similar data processing equipment, software or service from any third party following such termination notice to Unisys."

3. In **Section 21 - Other Provisions**, the term:

"THE LOCAL LAW OF THE COMMONWEALTH OF PENNSYLVANIA WILL GOVERN THIS AGREEMENT, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS."

is replaced by:

"THIS AGREEMENT WILL BE GOVERNED BY THE LOCAL LAW OF THE STATE OR COMMONWEALTH IN WHICH CLIENT IS LOCATED."

ADDENDUM NUMBER 1
Agreement between Unisys and County of San Mateo
Term 8-15-03 to 8-15-04

In contracting with the County of San Mateo, the Contractor agrees to comply with the following:

Non-Discrimination

Contractor shall comply with the non-discrimination requirements described below:

A. Section 504 of the Rehabilitation Act of 1973.

(1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

(2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit A, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. Non-Discrimination - General. No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. Non-Discrimination - Employment. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's affirmative action policies shall be made available to County upon request.

D. Violation of the Non-Discrimination provisions

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i) examine Contractor's employment records with respect to compliance with this paragraph;

Contractor shall report to the County Manager the filing by any employee of Contractor working under this Agreement in any court of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complaint, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.



Supplemental Schedule Order

Agreement Number

Client

County of San Mateo

Description of Products/Services

Provide and install data/voice wiring plant as described in letter of May 13, 2003 for 5500 Quarry Rd

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

Check if applicable	Number of pages	Total dollars	Form number	Description
<input checked="" type="checkbox"/>		99,929	4305 4931-003	Equipment Sale Schedule
<input type="checkbox"/>			4305 4933-004	Software Licenses Schedule
<input type="checkbox"/>			4305 4934-001	Information Services Schedule
<input type="checkbox"/>			4305 4940-000	Support Services Addendum
<input type="checkbox"/>			4305 4942-000	Support Services Schedule
<input type="checkbox"/>			4305 4944-000	Support Services Schedule for Desktop Equipment
<input type="checkbox"/>			4305 4935-001	Systems Integration Addendum
<input type="checkbox"/>			4305 4936-002	State and Local Government Addendum
<input checked="" type="checkbox"/>			4305 4022-000	Additional Terms and Conditions
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

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

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

Agreed and Accepted

Unisys Corporation

Client: County of San Mateo

(Signature) (Date)

(Signature) (Date)

(Printed/typed name)

(Printed/typed name)

(Title)

(Title)



Equipment Sale Schedule

Agreement Number

Equipment Location

County of San Mateo, 550 Quarry Road low voltage wiring plant

List of Products Applicable to this Agreement

Item no.	Qty	Description	Warranty	Quantity	Unit purchase price	Client installable	Installation charge	Total purchase price
1		D/V plant		1	68,770			68,770
2		Floor monuments		1	7,500			7,500
3		Design		1	6,500			6,500
4		Option 1		1	9,532			9,532
5		Option 2		1	2,500			2,500
6		UPS		1	1,575			1,575
7		Estimated Taxes		1	3,552			3,552

Page subtotal - Installation charge	Page subtotal - Purchase price
\$	\$ 99,929
Total installation charge	Total purchase price
\$	\$ 99,929
Other	
\$	
Grand total	99,929
\$	
Less: down payment	
\$	
Total amount due	99,929
\$	

For purposes of this Schedule:

"PPM" means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday, excluding Unisys designated holidays.

"Installation Date" means (a) for equipment installed by Unisys, the date Unisys completes installation or (b) for equipment installed by Client, the tenth day following shipment to Client; and

"Support Center Services" is assistance provided by electronic or voice communication during the PPM on operating the Equipment, identifying errors or malfunctions and advising on known detours, and determining the need for on-call remedial service. During non-PPM hours, it will consist of expediting response to network down and system emergencies. Some non Unisys products are not included in this service.

Service Warranty

Unisys provides a Service Warranty for equipment designated A, B, C, D or P in the Warranty column. Support Center Services are included in the Service Warranty for Client Installable equipment for 90 days from the Installation Date. The Service Warranty also includes Mail-In Service, Equipment On-Call Remedial Maintenance or parts exchange according to the following descriptions:

- a) For equipment designated "A" that is within 50 miles of the center of a Unisys Primary Service City, Unisys will make every reasonable effort to respond to requests for on-site service within 4 hours provided the request is received no later than 4 hours prior to the end of the PPM (4 Hour Response).
- b) For equipment designated "A" that is more than 50 miles from the center of the nearest Unisys Primary Service City and for equipment designated "B," Unisys will make every reasonable effort to respond to requests for on-site service received during a PPM no later than the next PPM (Next Business Day Service).
- c) For equipment designated "C," Unisys will make every reasonable effort to respond to on-site service requests 2 business days from call placement during the PPM (Second Day Service).
- d) For equipment designated "D," each unit shipped or brought to the Unisys designated location at Client expense and risk will be repaired or exchanged by Unisys within 7 business days after receipt (Mail-In Service).
- e) For equipment designated "P," Unisys will provide, on an exchange basis, replacements for defective parts provided that Client complies with Unisys or Unisys supplier's then current exchange policies and instructions for obtaining and installing replacement parts and returning failed parts.

The number immediately following the A, B, C, D or P designation identifies the number of months, following the Installation Date, that the Service Warranty will be performed.



Additional Terms and Conditions

Agreement Number

Client name and address

Date

County of San Mateo, 5500 Quarry Rd

5/19/2003

Unisys and Client hereby amend the above referenced Agreement by adding the following terms and conditions, consisting of paragraphs 1 through 5, on pages 1 through 1.

1. These added terms and conditions will apply only to the Products and Services ordered under and concurrent with the effective date of either the attached Agreement or the attached Supplemental Schedule Order, whichever one expressly references this form, and not to any other order for Products and/or Services unless specifically agreed upon in that written order.
2. No permits included.
3. Bulk of the work will be during normal business hours except where indicated.
4. 19" racks provided by San Mateo County
5. Cubical power and data racks will be installed and provided by County of San Mateo



Supplemental Schedule Order

Agreement Number

Client _____

County of San Mateo _____

Description of Products/Services _____

Provide and install new emergency diesel generator system _____

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

Check if applicable	Number of pages	Total dollars	Form number	Description
<input checked="" type="checkbox"/>	_____	97,296	4305 4931-003	Equipment Sale Schedule
<input type="checkbox"/>	_____	_____	4305 4933-004	Software Licenses Schedule
<input type="checkbox"/>	_____	_____	4305 4934-001	Information Services Schedule
<input type="checkbox"/>	_____	_____	4305 4940-000	Support Services Addendum
<input type="checkbox"/>	_____	_____	4305 4942-000	Support Services Schedule
<input type="checkbox"/>	_____	_____	4305 4944-000	Support Services Schedule for Desktop Equipment
<input type="checkbox"/>	_____	_____	4305 4935-001	Systems Integration Addendum
<input type="checkbox"/>	_____	_____	4305 4936-002	State and Local Government Addendum
<input checked="" type="checkbox"/>	_____	_____	4305 4022-000	Additional Terms and Conditions
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____

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

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

Agreed and Accepted

Unisys Corporation

Client: County of San Mateo

(Signature) (Date)

(Signature) (Date)

(Printed/typed name)

(Printed/typed name)

(Title)

(Title)



Equipment Sale Schedule

Agreement Number

Equipment Location

County of San Mateo

List of Products Applicable to this Agreement

Item no.	Style	Description	Warranty	Quantity	Unit purchase price	Client instal-able	Installation charge	Total purchase price
1	150KW	Emergency Diesel Generator installed		1	86,028			86,028
2	PM/Design	Project Management/design Electrical Installation		1	5,875			5,875
3		Estimated Taxes		1	5,393			5,393

Page subtotal - Installation charge	Page subtotal - Purchase price
\$	\$ 97,296
Total installation charge	Total purchase price
\$	\$ 97,296
Other	
\$	
Grand total	97,296
\$	
Less: down payment	
\$	
Total amount due	97,296
\$	

For purposes of this Schedule:

"PPM" means 8:00 A.M. to 5:00 P.M., Client's local time, Monday through Friday, excluding Unisys designated holidays.

"Installation Date" means (a) for equipment installed by Unisys, the date Unisys completes installation or (b) for equipment installed by Client, the tenth day following shipment to Client, and

"Support Center Services" is assistance provided by electronic or voice communication during the PPM or operating the Equipment, identifying errors or malfunctions and advising on known detours, and determining the need for on-call remedial service. During non-PPM hours, it will consist of expediting response to network down and system emergencies. Some non Unisys products are not included in this service.

Service Warranty

Unisys provides a Service Warranty for equipment designated A, B, C, D or P in the Warranty column. Support Center Services are included in the Service Warranty for Client installable equipment for 90 days from the Installation Date. The Service Warranty also includes Mail-In Service, Equipment On-Call Remedial Maintenance or parts exchange according to the following descriptions:

- a) For equipment designated "A" that is within 50 miles of the center of a Unisys Primary Service City, Unisys will make every reasonable effort to respond to requests for on-site service within 4 hours provided the request is received no later than 4 hours prior to the end of the PPM (4 Hour Response).
- b) For equipment designated "A" that is more than 50 miles from the center of the nearest Unisys Primary Service City and for equipment designated "B," Unisys will make every reasonable effort to respond to requests for on-site service received during a PPM no later than the next PPM (Next Business Day Service).
- c) For equipment designated "C," Unisys will make every reasonable effort to respond to on-site service requests 2 business days from call placement during the PPM (Second Day Service).
- d) For equipment designated "D," each unit shipped or brought to the Unisys designated location at Client expense and risk will be repaired or exchanged by Unisys within 7 business days after receipt (Mail-In Service).
- e) For equipment designated "P," Unisys will provide, on an exchange basis, replacements for defective parts provided that Client complies with Unisys or Unisys supplier's then current exchange policies and instructions for obtaining and installing replacement parts and returning failed parts.

The number immediately following the A, B, C, D or P designation identifies the number of months, following the Installation Date, that the Service Warranty will be performed.



Additional Terms and Conditions

Agreement Number

--

Client name and address

Date

County of San Mateo, 400 Harbor

5/19/2003

Unisys and Client hereby amend the above referenced Agreement by adding the following terms and conditions, consisting of paragraphs 1 through 3, on pages 1 through 1.

1. These added terms and conditions will apply only to the Products and Services ordered under and concurrent with the effective date of either the attached Agreement or the attached Supplemental Schedule Order, whichever one expressly references this form, and not to any other order for Products and/or Services unless specifically agreed upon in that written order.
2. Existing emergency generator will be set in parking space next to new emergency generator.
3. PG& E gas line will be capped at the old emergency generator location.



Supplemental Schedule Order

Agreement Number

Client

County of San Mateo

Description of Products/Services

Up grade existing Huntington Ave. electrical feeding server room with 80 amp feed.

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

Check if applicable	Number of pages	Total dollars	Form number	Description
<input checked="" type="checkbox"/>		4,231.	4305 4931-003	Equipment Sale Schedule
<input type="checkbox"/>			4305 4933-004	Software Licenses Schedule
<input type="checkbox"/>			4305 4934-001	Information Services Schedule
<input type="checkbox"/>			4305 4940-000	Support Services Addendum
<input type="checkbox"/>			4305 4942-000	Support Services Schedule
<input type="checkbox"/>			4305 4944-000	Support Services Schedule for Desktop Equipment
<input type="checkbox"/>			4305 4935-001	Systems Integration Addendum
<input type="checkbox"/>			4305 4936-002	State and Local Government Addendum
<input type="checkbox"/>			4305 4022-000	Additional Terms and Conditions
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

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

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

Agreed and Accepted

Unisys Corporation

Client: County of San Mateo

(Signature) (Date)

(Signature) (Date)

(Printed/typed name)

(Printed/typed name)

(Title)

(Title)



Equipment Sale Schedule

Agreement Number

Equipment Location

Courty of San Mateo, Huntington Ave.

List of Products Applicable to this Agreement

Item No.	Style	Description	Warranty	Quantity	Unit purchase price	Client install-able	Installation charge	Total purchase price
1	Elect	Upgrade existing server room electrical to 80a		1	3,899			3,899
2		Estamated taxes		1	332			332

Page subtotal - Installation charge	Page subtotal - Purchase price
\$	\$ 4,231
Total installation charge	Total purchase price
\$	\$ 4,231
Other	
\$	
Grand total	4,231
\$	
Less: down payment	
\$	
Total amount due	4,231
\$	

For purposes of this Schedule:

"PPM" means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday, excluding Unisys designated holidays

"Installation Date" means (a) for equipment installed by Unisys, the date Unisys completes installation or (b) for equipment installed by Client, the tenth day following shipment to Client; and

"Support Center Services" is assistance provided by electronic or voice communication during the PPM on operating the Equipment, identifying errors or malfunctions and advising on known detours, and determining the need for on-call remedial service. During non-PPM hours, it will consist of expediting response to network down and system emergencies. Some non Unisys products are not included in this service.

Service Warranty

Unisys provides a Service Warranty for equipment designated A, B, C, D or P in the Warranty column. Support Center Services are included in the Service Warranty for Client installable equipment for 90 days from the Installation Date. The Service Warranty also includes Mail-In Service, Equipment On-Call Remedial Maintenance or parts exchange according to the following descriptions:

- a) For equipment designated "A" that is within 60 miles of the center of a Unisys concentration city, Unisys will make every reasonable effort to respond to requests for on-site service within 4 hours provided the request is received no later than 4 hours prior to the end of the PPM (Same Day Service).
- b) For equipment designated "A" that is more than 60 miles from the center of the nearest Unisys concentration city and for equipment designated "B," Unisys will make every reasonable effort to respond to requests for on-site service received during a PPM no later than the next PPM (Next Day Service)
- c) For equipment designated "C," Unisys will make every reasonable effort to respond to on-site service requests 2 business days from call placement during the PPM (Second Day Service);
- d) For equipment designated "D," each unit shipped or brought to the Unisys designated location at Client expense and risk will be repaired or exchanged by Unisys within 7 business days after receipt (Mail-In Service)
- e) For equipment designated "P," Unisys will provide, on an exchange basis, replacements for defective parts provided that Client complies with Unisys or Unisys supplier's then current exchange policies and instructions for obtaining and installing replacement parts and returning failed parts.

The number immediately following the A, B, C, D or P designator identifies the number of months, following the Installation Date, that the Service Warranty will be performed.



Supplemental Schedule Order

Agreement Number

Client

County of San Mateo

Description of Products/Services

Provide and install new air conditioner for server room at Huntington Ave.

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

Check if applicable	Number of pages	Total dollars	Form number	Description
<input checked="" type="checkbox"/>		10,929.00	4305 4931-003	Equipment Sale Schedule
<input type="checkbox"/>			4305 4933-004	Software Licenses Schedule
<input type="checkbox"/>			4305 4934-001	Information Services Schedule
<input type="checkbox"/>			4305 4940-000	Support Services Addendum
<input type="checkbox"/>			4305 4942-000	Support Services Schedule
<input type="checkbox"/>			4305 4944-000	Support Services Schedule for Desktop Equipment
<input type="checkbox"/>			4305 4935-001	Systems Integration Addendum
<input type="checkbox"/>			4305 4936-002	State and Local Government Addendum
<input checked="" type="checkbox"/>			4305 4022-000	Additional Terms and Conditions
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

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

Agreed and Accepted

Unisys Corporation

Client: County of San Mateo

(Signature)

(Date)

(Signature)

(Date)

(Printed/typed name)

(Printed/typed name)

(Title)

(Title)



Equipment Sale Schedule

Agreement Number

Equipment Location

County of San Mateo

List of Products Applicable to this Agreement

Item no.	Qty	Description	Warranty	Quantity	Unit purchase price	Client installable	Installation charge	Total purchase price
1	2t	Provide and install 2-ton wall mounted AC		1	10,072			10,072
2		Estimated taxes		1	857			857
<p>Note: AC preventative maintenance will be added to your existing maintenance contract in place at 400 Harbor. \$96.00 per month</p>								

Page subtotal - Installation charge	Page subtotal - Purchase price
\$	\$ 10,929
Total installation charge	Total purchase price
\$	\$ 10,929
Other	
\$	
Grand total	10,929
Less: down payment	
\$	
Total amount due	10,929
\$	

For purposes of this Schedule:

"PPM" means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday, excluding Unisys designated holidays.

"Installation Date" means (a) for equipment installed by Unisys, the date Unisys completes installation or (b) for equipment installed by Client, the tenth day following shipment to Client; and

"Support Center Services" is assistance provided by electronic or voice communication during the PPM on operating the Equipment, identifying errors or malfunctions and advising on known defects, and determining the need for on-call remedial service. During non-PPM hours, it will consist of expediting response to network down and system emergencies. Some non Unisys products are not included in this service.

Service Warranty

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- a) For equipment designated "A" that is within 60 miles of the center of a Unisys concentration city, Unisys will make every reasonable effort to respond to requests for on-site service within 4 hours provided the request is received no later than 4 hours prior to the end of the PPM (Same Day Service).
- b) For equipment designated "A" that is more than 60 miles from the center of the nearest Unisys concentration city and for equipment designated "B" Unisys will make every reasonable effort to respond to requests for on-site service received during a PPM no later than the next PPM (Next Day Service).
- c) For equipment designated "C," Unisys will make every reasonable effort to respond to on-site service requests 2 business days from call placement during the PPM (Second Day Service).
- d) For equipment designated "D," each unit shipped or brought to the Unisys designated location at Client expense and risk will be repaired or exchanged by Unisys within 7 business days after receipt (Mail-In Service).
- e) For equipment designated "P," Unisys will provide, on an exchange basis, replacements for defective parts provided that Client complies with Unisys or Unisys supplier's then current exchange policies and instructions for obtaining and installing replacement parts and returning failed parts.

The number immediately following the A, B, C, D or P designation identifies the number of months following the Installation Date, that the Service Warranty will be performed.



Additional Terms and Conditions

Agreement Number

--

Client name and address

Date

County of San Mateo, Huntington Ave.

5/19/2003

Unisys and Client hereby amend the above referenced Agreement by adding the following terms and conditions, consisting of paragraphs 1 through 3, on pages 1 through 1.

1. These added terms and conditions will apply only to the Products and Services ordered under and concurrent with the effective date of either the attached Agreement or the attached Supplemental Schedule Order, whichever one expressly references this form, and not to any other order for Products and/or Services unless specifically agreed upon in that written order.
2. Any structural engineering if required by the City:
3. Painting of walls or ceiling.

RUSH

**SAN MATEO COUNTY
MEMORANDUM**

DATE: July 28, 2003

TO: *Mike Marzano*
~~Priscilla Harris Merse~~ FAX: 363-4864 PONY: EPS 163

FROM: Carla Damante FAX: 596-3478 PONY: HSA 210

SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Unisys Corporation

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: N/A

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Provide to the Human Services Agency four (4) projects: Purchase and Installation of Emergency Diesel Generator; Purchase and Installation of Air Conditioning System at Huntington Avenue; Electrical upgrade at Huntington Avenue; and Design and Installation of Data/Voice Wiring at Quarry Road.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$ 10 mil</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<u>\$ 1 mil</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>\$ Statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

[Signature]

 Risk Management Signature

7-28-03

 Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY)
07/28/03

PRODUCER

Aon Risk Services, Inc. of Pennsylvania
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A ACE American Insurance Company

PHONE - (866) 266-7475

FAX - (866) 467-7847

INSURED

Unisys Corporation
Mail Stop E2-108
Unisys Way
Blue Bell PA 19424 USA

COMPANY B

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	HD0G20594706 GENERAL LIABILITY	04/01/03	04/01/04	GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PERSONAL & ADV INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$2,000,000 MED EXP (Any one person) \$10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ISAH07676888 AUTOMOBILE - COMMERCIAL	04/01/03	04/01/04	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGAT
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMERELLA FORM				EACH OCCURRENCE AGGREGATE
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WLRC43526170 WORKERS' COMPENSATION- All of SCFC43526340 WORKERS' COMPENSATION	04/01/03 04/01/03	04/01/04 04/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$2,500,000 EL DISEASE-POLICY LIMIT \$2,500,000 EL DISEASE-EA EMPLOYEE \$2,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

County of San Mateo
400 Harbor Boulevard
Belmont CA 94002 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

