

AMENDMENT 5

This Amendment 5 ("Amendment") modifies Contract No. 11-88-061 by and between the County of Cook, Illinois, herein referred to as "County" and Acxiom Corporation, authorized to do business in the State of Illinois hereinafter referred to as "Contractor".

RECITALS

Whereas, the County and Contractor have entered into a contract approved by the County Board on December 14, 2011, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide services related to the hosting of the County's mainframe (hereinafter referred to as the "Services") in an amount not to exceed \$23,203,710.00 and for five years, at an effective date to be later determined by agreement; and

Whereas, Amendment #1 and #2 were approved by the County Board on September 10, 2012. Amendment #1 provided for additional software, hardware, hardware maintenance, project management resources, security enhancement and procedural improvements for both the pre and post-mainframe migration period for \$653,263.00. Amendment #2 provided for additional software licenses, software related services for the post-mainframe migration period for \$434,280.00; and

Whereas, Amendment #3 was executed on August 3, 2012 to incorporate exceptions for compliance to the Information Security Policy (ISP); and

Whereas, Amendment #4 was approved by the County Board on May 8, 2013 for \$1,353,946.00 that included a virtual tape solution, extension of a 3745 processor, assignment of software maintenance responsibility, and certain housekeeping matters in the Contract, including memorializing that the Contract's Service Commencement Date had been May 1, 2012 (and therefore, the term of the Contract expires on April 30, 2017); and

Whereas, the Parties desire to add certain hardware and software and related charges to the Mainframe Services, as outlined in Addendums A and B; and

Whereas, the Parties desire to add to the Services certain services, which are primarily related to the hosting of the County's midrange servers, as outlined in Exhibit 1 to this Amendment 5 and its attachments; and

Whereas, the Parties desire to add certain language whereby Contractor will send previously agreed upon daily RACF security reports directly to the Office of the Chief Judge; and

Whereas, the Parties desire to add certain language to clarify the applicability and enforceability of the terms and conditions of the City Contract that have been incorporated into the County's contract with Acxiom; and

Whereas, an increase in the Total Contract Amount as set forth in Item 2 of the Amendment 5 is required for the additional scope of changes; and

Whereas, the County and Contractor desire to extend the Contract for Twenty-Six (26) Months beginning on May 1, 2017 through June 30, 2019; and

Whereas, the County and Contractor desire to revise the Contract; and

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The "Background Information" in the Contract is amended by adding the following sentence to the end of the tenth "Whereas" paragraph: "For the avoidance of doubt, all references to the "City" in the terms and conditions of the City Contract mean "County" when incorporated into the County Contract.

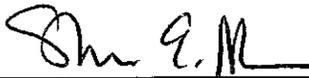
2. The Contract is extended through June 30, 2019. The Mainframe Services shall expire April 30, 2017, and the iSeries Services shall commence April 1, 2015 and expire June 30, 2019, unless either or both are earlier terminated or extended pursuant to the Contract.
3. The Contract is increased by \$1,633,594 and the Total Contract Amount is revised to \$27,278,793, as itemized in Attachment 3 to Exhibit 1 to Amendment 5 and in Addendum A to Amendment 5.
4. The 'Background Information' language in Exhibit 3 to Amendment 4 in regard to the existing 3745 IBM Communication Controller at the Cook County data center stated an extension of the controller through April of 2014, with a corresponding increase of \$136,000 in the total contract amount, covering the 16 months of the extension. The term and corresponding increase are hereby amended to reflect an extension of the controller through December 31, 2015, with a corresponding increase of \$170,000 in the total contract amount. (The 'Cost of Change' section of Exhibit 3 to Amendment 4, the Term of Services was incorrectly stated as 53 months (December 2012 through 2017, when it should have instead read 36 months (December 2012 through December 2015).
5. Exhibit 1 Statement of Work to the Contract is amended to add the following language: "Acxiom will process a change request submitted by the County through the change management process to review and implement the security access change required to allow certain County and Office of the Chief Judge (OCJ) individuals to access the routinely created mainframe security access log reports. If the current mainframe solution does not allow this capability, then further review would be needed by the Acxiom solutions team in conjunction with County to determine what additional hardware or software or custom solution would be required to achieve the objective."
6. Article 10 General Conditions: a new Section k is added, as follows:
 7. k) Publicity. Upon the prior written consent of County: (i) Consultant may include County's name and a general factual description of the work performed under the Contract whenever required by reason of legal, accounting or regulatory requirements; (ii) Consultant may include County's logo on Consultant's website(s) and may include County's name and/or logo on its customer list in presentations, white papers, or reports made to shareholders, customers, potential customers and stock analysts, provided no representation, express or implied, is or will be made as to County's opinion of Consultant's services and/or products; and (iii) Consultant may include County's name on its customer list in a general listing of customers by industry in Consultant's annual Form 10-K filing with the Securities Exchange Commission. With regard to any proposed press releases, advertising or other promotional materials that use County's name or trademark, such materials must be sent to County for approval not less than ten (10) days before the proposed use. .
8. Article 7.1 (Compliance with All Laws Generally) is amended to add the following language: "For avoidance of doubt, Contractor's duty to 'observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement' includes Contractor's duty to comply with the rules of the Illinois Supreme Court and Circuit Courts.
9. Schedule 1 Hardware and Software for the Mainframe Services is amended as follows:
 - a. By adding the software detailed in Addendum B to this Amendment 5 to the Mainframe Software table in Schedule 1.
 - b. The vendor-provided maintenance on the Contractor-owned IBM 3590 tape drives detailed in Addendum B to this Amendment, located at the Cook County datacenter and used by the Clerk of the Circuit Court, has elapsed; third party monthly maintenance will be provided for the hardware through April 30, 2017. The related charges are included in Addendum A to this Amendment.
 - c. The support and maintenance for the 3745 Front End Processor, NCP software and ACP SSP software is extended through December 31, 2015. The related charges are included in Addendum A to this Amendment.

- d. In the event County terminates the Contract for convenience, as specified in the Contract, then in addition to any other termination set forth in the Contract, County shall pay the termination fees detailed in Addendum A to this Amendment, for the changes set forth in this Item 4.
10. This Contract is hereby amended to incorporate this Amendment and the following appendices, exhibits and addendums, all of which are made part of the Contract:
- a. Exhibit 1 to Amendment 5 – Cook County iSeries Statement of Work
 - b. Exhibit 1 to Amendment 5, Attachment 1 – iSeries Hardware and Software
 - c. Exhibit 1 to Amendment 5, Attachment 2 – iSeries Service Levels
 - d. Exhibit 1 to Amendment 5, Attachment 3 – iSeries Term and Price Detail
 - e. Addendum A to Amendment 5 – Mainframe Additional Charges
 - f. Addendum B to Amendment 5 – Mainframe Additional Hardware and Software
 - g. Appendix A to Exhibit 1 Attachment 3 – Term and Price
11. Order of Precedence. This Contract, including this Amendment and all amendments and appendices to this Contract, shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency:
- a. The original Contract, authorized by the Cook County Board of Commissioners on December 14, 2011;
 - b. All other amendments and attachments thereto, with the amendments later in time having precedence.
12. The Economic Disclosure Statement Form is incorporated and made part of this Contract.
13. All other terms and conditions remain as stated in the Contract.

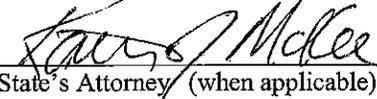
In witness whereof, the County and Contractor have caused this Amendment 5 to be executed on the date and year last written below.

County of Cook, Illinois

Acxiom Corporation

By: 
Chief Procurement Officer

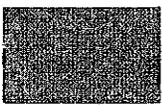

Signed

By: 
State's Attorney (when applicable)

Michael Missoer
Type or print name
Senior Director Acxiom
Title

Date: 10 April 2015

Date: MARCH 31, 2015



acxiomTM

Exhibit 1 - Cook County iSeries Statement Of Work

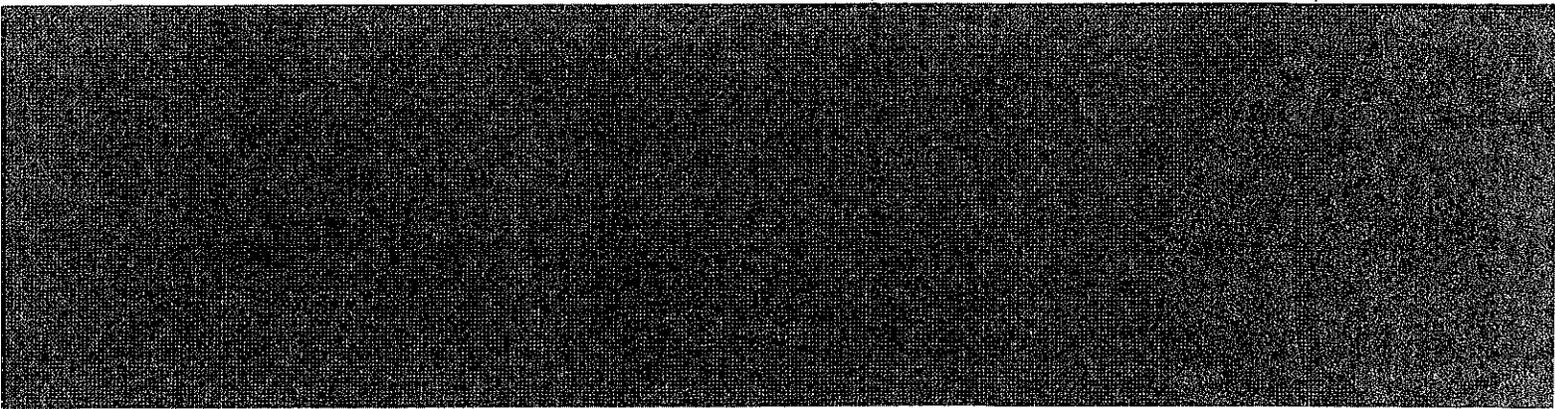


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1 iSeries Services

Acxiom will provide the centralized computing services to support Cook County's iSeries environment as further described below in this SOW ("the "iSeries Services") using staff located at Acxiom facilities.

The responsibilities for each of the specific tasks described in this SOW are designated with an "X" in the column "Acxiom" or "Cook County". To the extent that any role or responsibility is shared, the Party with primary responsibility for such task is identified with an "X". This same convention applies to all subsequent tables in this document. These tasks may require design work approved by Cook County (or "County") ahead of time, and validation and approval by the County after implementation. Tasks are subject to Change Management.

Unless otherwise set forth herein, all Services will be performed utilizing the hardware and software specified in Exhibit 1, Attachment 1 – Hardware and Software at baseline volumes as described in Exhibit 1, Attachment 3 – iSeries Term and Price Detail and as such Attachments may be amended by the parties from time to time.

1.1 Types of Billing

The billing mechanism for each of the specific tasks in this SOW are designated with either a "B", "O" or "D" based on one of the following three categories:

Base Tasks are the tasks required to keep the systems running and protected from malware and other threats ("Base Tasks"). Base Tasks are marked with a "B" in the "Billing" columns of the SOW.

One-Time Tasks are those tasks associated with one-time events generally associated with new installations of hardware or software, and related and similar changes ("One-Time Tasks"). One-Time Tasks are marked with an "O" in the "Billing" columns of the SOW.

Discretionary Tasks are those tasks that are above and beyond the requirements of keeping the systems running and safe from malware ("Discretionary Tasks"). Discretionary Tasks are marked with a "D" in the "Billing" columns of the SOW.

The procedures for implementing the above billing mechanisms are described in **Exhibit 1, Attachment 3 - Term and Price Detail**.

1.2 Optional Services

Acxiom will provide the following services on written request from County and pursuant to additional charges as described in Exhibit 1, Attachment 3 - Term and Price Detail, as mutually agreed by the parties.

1.2.1 Architecture Services

Table 1

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-----|--|--------------------|--------|----------------|
| 1.0 | Architecture Services | | | |
| 1.1 | Provide assistance in future technology planning | D | X | |
| 1.2 | Provide architecture for new or modified hardware, software or services not included in the scope of the Agreement | D | X | |
| 1.3 | Provide technology consulting not included in the scope of the Agreement | D | X | |
| 1.4 | Provide architecture services directly in support of the Agreement that are not otherwise included in this SOW | D | X | |
| 1.5 | Review request and develop project proposal for billable project(s) | D | X | |
| 1.6 | Complete and deliver requested architecture services | D | X | |
| 1.7 | Submit architecture request using Acxiom request management process | n/a | | X |
| 1.8 | Approve project proposal for billable project | n/a | | X |

1.2.2 Project Management

Table 2

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|------|--|--------------------|--------|----------------|
| 2.0 | Project Management | | | |
| 2.1 | Document project scope and charter | D | X | |
| 2.2 | Create and update project plan | D | X | |
| 2.3 | Conduct project status meetings | D | X | |
| 2.4 | Document results of project status meetings | D | X | |
| 2.5 | Complete and report on Acxiom deliverables | B | X | |
| 2.6 | Take timely corrective action for late Acxiom deliverables | B | X | |
| 2.7 | Document project goals and objectives | n/a | | X |
| 2.8 | Complete and report on County Deliverables | n/a | | X |
| 2.9 | Identify criteria for successful completion | n/a | | X |
| 2.10 | Take timely corrective action for late County deliverables | n/a | | X |
| 2.11 | Sign off on completed project | n/a | | X |

1.2.3 Requirements Definition for New Services

Table 3

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-----|--|--------------------|--------|----------------|
| 3.0 | Requirements Definition | | | |
| 3.1 | Provide requirements consulting for resources or services not included in the scope of the Agreement | D | X | |
| 3.2 | Review request and develop project proposal for billable project(s) | D | X | |
| 3.3 | Complete and deliver requested services | D | X | |
| 3.4 | Submit change requirements using Acxiom request management process | n/a | | X |
| 3.5 | Approve project proposal for billable project | n/a | | X |

1.2.4 Application Support

Where Acxiom problem determination concludes that a problem resides in County applications or County-supported components, Acxiom will notify County and transition support documentation as needed to allow County to assume responsibility for resolution efforts.

However unless specifically provided for in this SOW, application support is not included in this SOW and would be considered a Discretionary Task.

1.2.5 Automation

The use of Acxiom automated solutions in providing the Services requires that Acxiom can implement its standard automation products, specifically BMC Patrol and CA-Unicenter, and processes. Otherwise additional charges will result. Should Acxiom decide to change SW products in the future, Acxiom can make this change as long as the change does not negatively impact County.

1.3 Delay in Release Levels

1.3.1 Hardware Management

If County requests that any hardware not be upgraded to vendor-supported levels the parties will discuss the ramifications of such inaction. If the parties agree that such hardware will not be refreshed, there will be additional charges to County to use such unsupported hardware, which may include additional third party support contracts and additional Acxiom services.

In addition, the parties will agree in writing on the releases (Service Levels, Services or liability from IBM or other third party vendors) required due to County's decision not to upgrade. Acxiom will not warrant support for vendor unsupported hardware, and such support will be on a "commercially reasonable efforts" basis only.

1.3.2 Software Management

If County requests that any software not be upgraded to vendor-supported levels the parties will discuss the ramifications of such inaction. If the parties agree that such software will not be upgraded, there will be additional charges to County to use such vendor unsupported version or release, which may include additional hardware or LPARS as required to allow such non-supported software to continue to operate.

In addition, the parties will agree in writing on the releases (service levels, services or liability from IBM or third party vendors) required due to County decision not to upgrade. Acxiom will not warrant support for vendor unsupported software and such support will be on a "commercially reasonable efforts" basis only.

1.4 Capacity Planning Recommendations

For ongoing performance issues whose cause is jointly determined to be capacity-related and County declines to approve implementation of the recommended capacity changes, Acxiom's SLA responsibility for that area will be waived until such time as the capacity change is approved by County and implemented, or the performance issue is mitigated.

1.5 Performance Management

Based upon the threshold levels set, automated monitoring for performance management may not detect every performance problem. Should County require manual monitoring, additional charges will result.

Acxiom reserves the right to substitute functionally equivalent products in place of the software products identified in Exhibit 1, Attachment 1 – Hardware and Software, provided that the County determines that such substituted products do not materially alter the Services.

1.6 Security

Acxiom will provide system security for the iSeries based on activities shown in Table 4.

Table 4

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-----|---|--------------------|--------|----------------|
| 4.0 | iSeries System Security - Standard Security Services | | | |
| 4.1 | Do initial audit to assure all Cook County User-ids are limited to non-system capability | B | X | |
| 4.2 | Modify environment based on results of initial audit to restrict Cook County access to system functionality | B | X | |
| 4.3 | Approve Acxiom modification of environment based on results of initial audit to restrict Cook County access to system functionality | n/a | | X |
| 4.4 | Install and maintain the iSeries security software and security add-on products in use by Cook County | B | X | |
| 4.5 | Determine global security settings for system resources | B | X | |
| 4.6 | For global option settings relative to controlling system resources, implement at least Acxiom's minimum standard requirements | B | X | |

| Ref | Tasks | Billing B D O | Acxiom | Cook County |
|-------|--|------------------|--------|----------------|
| 4.7 | Answer Client's security questions relative to security software and global settings | B | X | |
| 4.8 | Provide change notification of security software upgrades and global option security setting changes | B | X | |
| 4.9 | Retain use of the full-scoped, highest level security administration function ie QSECOFR. | B | X | |
| 4.10 | Maintain system at iSeries Security Level 40 | B | X | |
| 4.11 | Provide Client with scoped authority to administer the security for Client users and Client resources | B | X | |
| 4.12 | Determine security requirements for systems resources | B | X | |
| 4.13 | Implement Acxiom security policies for system and Acxiom resources and Acxiom users | B | X | |
| 4.14 | Perform all system-level security administration such as the security of system and product libraries. | B | X | |
| 4.15 | Provide access control and user ID password resets and user ID security administration for all Acxiom Userids | B | X | |
| 4.16 | Answer auditor questions relative to the system security of the iSeries security environments and assist in audit process. | B | X | |
| 4.17 | Provide remediation for audit identified Acxiom discrepancies. | B | X | |
| 4.18 | Assist with security improvement initiatives | D | X | |
| 4.19 | Support encryption infrastructure, processes and procedures for Acxiom standard tape encryption | B | X | |
| 4.120 | Administer all internal product security and all security outside of the external security manager | n/a | | X |
| 4.21 | Provide security requirements for software and global option settings (except those which affect system resources) | n/a | | X |
| 4.22 | Provide daily Security Access Log report using available system tools and put in iSeries directory. Provide security access to this directory to County identified individuals. Report will not be customized and is expected to be replaced with Powertech Interact generated reports supplied by County. | B | X | |
| 4.22 | Review security event logging reports for Client users and resources | n/a | | X |

Acxiom will comply with County security policies, regulatory or security standards on County systems required as interpreted by County and communicated in writing to Acxiom. Any changes to existing security controls after the Amendment 5 Effective Date will go through Change Management and County agrees to reimburse Acxiom for any additional costs as a result of such changes

County's security requirements must meet Acxiom's minimum security requirements provided by Acxiom to County as of the Amendment 5 Effective Date, as such requirements may be modified from time to time, and Acxiom will work with County to meet County minimum security standards, in good faith. Wherever a security setting, security policy or procedure is requested by County where such security implementation jeopardizes the security of other

Acxiom systems, Acxiom has the right to deny the use of such implementations and will work with County to determine an alternate solution in order to avoid the security risk.

Any change to Acxiom's security policy that will impact County's environment will be reviewed with County to validate impact prior to implementation for the County environment.

1.7 General County Requirements

In addition to the specific requirements assigned to County in this SOW, the following are general requirements that County must meet under the Agreement.

- a) County will appoint a project manager to provide an interface to Acxiom's project manager for the initial migration of County's workload into the Acxiom data center(s) ("Migration"). This also applies to projects or additional County workloads that are migrated into an Acxiom data center. For Acxiom to perform project management, refer to the "Project Management" section above.
- b) County will provide complete, current and accurate operational documentation to host the platform, (e.g. system requirements, application inventories, application requirements, escalation procedures, on-call lists, data control procedures, interactions with outside interfaces) during Migration. If these items are not available, Acxiom can create them for additional fees at the County's request. This also applies to additional County workload that is migrated into an Acxiom data center.
- c) County personnel will provide local hands and feet to implement the Services where Acxiom presence is not otherwise required at County's location. Local hands and feet support means inserting media or turning off/on a device or similar activity.
- d) County will provide point of contact for key decisions and escalation
- e) County personnel will provide full cooperation for Migration planning and execution. This also applies to additional County workload that is migrated into an Acxiom data center. If County requests a delay in the agreed migration timeframe, additional charges may result.
- f) County will assist Acxiom in the conduct of due diligence as part of Migration planning. Should due diligence uncover changes in the baselines or in the hardware, software or Services provided, additional charges will result. This also applies to additional County workload that is migrated into an Acxiom data center. Additional County workload means additional hardware, LPAR's, additional software to be supported, job scheduling support or disaster recovery.
- g) County will respond to all production job incident notifications in a timely manner.
- h) County will provide test cases and County personnel to perform testing for

changes.

- i) County will coordinate and communicate with internal County resources as required.
- j) County will provide advance notification of required updates to Acxiom in accordance with agreed upon change management policies and procedures.
- k) In the event of County owned hardware or software failure, any reinstall of hardware and software will result in County being responsible for any additional costs incurred for replacement hardware or software and charges for Acxiom services. Note that for the iSeries platform provided by Acxiom but titled to County, Acxiom is responsible for any additional costs for replacement IBM hardware or IBM software and charges for Acxiom services in the event of iSeries hardware failure.

Acxiom will provide the centralized computing services to support County's iSeries environment as further described below in this SOW ("the "iSeries Services") using staff located at Acxiom facilities.

Set forth below in each section are the roles and responsibilities of the Parties as applicable to each section of this SOW.

1.8 System Engineering

1.8.1 Configuration Management

Table 5

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-----|--|--------------------|--------|----------------|
| 4.0 | System Engineering - Configuration Management | | | |
| 4.1 | Manage the configuration of iSeries equipment | B | X | |
| 4.2 | Manage the storage configuration (Auxiliary Storage Pools, physical tape, and virtual tape) | B | X | |
| 4.3 | Manage the operating system configuration and components | B | X | |
| 4.4 | Develop documentation of system configuration for Acxiom's internal use | B | X | |
| 4.5 | Provide documentation of existing system requirements to facilitate original system build. | n/a | | X |
| 4.6 | If system requirement documentation is not available to facilitate the original system build, create documentation of system requirements. | O | X | |
| 4.7 | Provide specific business requirements that would impact the configuration, as they occur | n/a | | X |

1.8.2 Hardware Management

Table 6

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-----|-------|--------------------|--------|----------------|
|-----|-------|--------------------|--------|----------------|

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-----|---|--------------------|--------|----------------|
| 5.0 | System Engineering - Hardware Management | | | |
| 5.1 | Maintain hardware configuration documentation for Acxiom's internal use | B | X | |
| 5.2 | Maintain centralized hardware database for Acxiom's internal use | B | X | |
| 5.3 | Perform inventory tagging | B | X | |
| 5.4 | Configure and install iSeries hardware <ul style="list-style-type: none"> Schedule installation with vendor and Acxiom acquisition teams Coordinate configuration with vendor Schedule installation following standard change control procedures | B | X | |
| 5.5 | Update Microcode and MCL (Microcode Level) as required <ul style="list-style-type: none"> Conduct MCL reviews with hardware vendors on a regular basis Apply relevant MCL updates as required following standard change control procedures | B | X | |
| 5.6 | Manage preventive maintenance <ul style="list-style-type: none"> Meet with vendors on a regular basis to discuss open hardware issues, review vendor performance and hardware problems Proactively schedule maintenance with vendors as needed Maintain microcode at vendor supported levels Schedule hardware maintenance with County following standard change control procedures | B | X | |
| 5.7 | Plan and implement changes with minimal County impact <ul style="list-style-type: none"> Configure hardware to meet County requirements Implement hardware to support County environments Schedule hardware implementations with County following standard change control procedures Plan hardware implementations so changes may be backed out if necessary | B | X | |
| 5.8 | Provide advance notification of required updates to County in accordance with agreed upon change management policies and procedures | B | X | |

1.8.3 iSeries Network Administration

Table 7

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-----|--|--------------------|--------|----------------|
| 6.0 | System Engineering - iSeries Network Administration | | | |
| 6.1 | Perform iSeries network product installation, version upgrade, configuration, and definition for Acxiom's iSeries network components | B | X | |
| 6.2 | Apply system software maintenance and perform system software problem resolution | B | X | |



| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|------|--|--------------------|--------|----------------|
| 6.3 | Respond to system alerts and critical errors using standard automation and incident management tools | B | X | |
| 6.4 | Provide support for problem determination and resolution for iSeries network components identified as "Maintenance Responsibility – Operational" Acxiom in Exhibit 1, Attachment 1 – Hardware and Software | B | X | |
| 6.5 | Maintain iSeries network configuration documentation for Acxiom's internal use | B | X | |
| 6.6 | Provide advance notification of required updates to County in accordance with agreed upon change management policies and procedures | B | X | |
| 6.7 | Provide support for file transfer software installation, software maintenance and system configuration | B | X | |
| 6.8 | Implement and manage file transfer process and script setup, configuration, testing and implementation with County 3rd party trading partners | n/a | | X |
| 6.9 | Provide support for problem determination and resolution for iSeries network components which are "Maintenance Responsibility – Operational" County in Exhibit 1, Attachment 1 – Hardware and Software | n/a | | X |
| 6.10 | Provide complete, current and accurate documentation for network components during migration and throughout the Term as components change | n/a | | X |
| 6.11 | Should this documentation not be available, create documentation for network components during migration and throughout the Term as components change. | D | X | |
| 6.12 | Provide documentation for County-provisioned and supported network components | n/a | | X |

1.8.4 Capacity Planning

Table 8

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-----|--|--------------------|--------|----------------|
| 7.0 | System Engineering – Capacity Planning | | | |
| 7.1 | Collect capacity metrics, collect and manage capacity data | B | X | |
| 7.2 | Manage capacity tools, metrics repository and automated collection processes | B | X | |
| 7.3 | Manage Acxiom's capacity planning repository database environment | B | X | |
| 7.4 | Publish the suite of reports defined in Appendix W.1 – Standard Reports on Acxiom's portal | B | X | |
| 7.5 | Publish the suite of reports defined in Appendix W.2 – Optional Reports on Acxiom's portal | D | X | |
| 7.6 | Provide annual business growth forecasts in support of County's changing business needs | n/a | | X |
| 7.7 | Provide forecast updates when business applications are planned to be added to or removed from the iSeries environment | n/a | | X |

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|------|--|--------------------|--------|----------------|
| 7.8 | Provide input on planned application and business process changes | n/a | | X |
| 7.9 | Using client provided input, determine impact of County application and business process functionality changes on capacity requirements | B | X | |
| 7.10 | Review iSeries capacity reports & utilization data | B | X | |
| 7.11 | Perform annual capacity plan system review and develop document to review with County | B | X | |
| 7.12 | Prepare monthly capacity usage environment summary to review with County at Monthly Operational Review (MOR) meeting | B | X | |
| 7.13 | Using information included in provided reports, inform County of potential CPU-related capacity issues | B | X | |
| 7.14 | Perform capacity impact analysis when County implements major enhancements to critical business processes, or after an operating system or sub-system update | B | X | |
| 7.15 | When County is experiencing capacity-related performance issues, determine and provide capacity recommendation to resolve the performance issues. | B | X | |
| 7.16 | Respond to iSeries environment resource utilization questions | B | X | |
| 7.17 | Produce ad hoc reports to address capacity issues | B | X | |
| 7.18 | Define business critical application workload identifiers and review annually for updates | n/a | | X |
| 7.19 | Identify single point of contact for capacity related issues and information | n/a | | X |
| 7.20 | Provide defined, scheduled deliverables on current resource usage and future capacity projections affecting the iSeries environment | n/a | | X |
| 7.21 | Participate in the appropriate capacity reviews | n/a | | X |
| 7.22 | Review capacity reports which are created and provided by Acxiom as described in Appendix W.1 – Standard Reports | n/a | | X |
| 7.23 | Work with Acxiom to relieve problems caused by capacity constraints identified in County's environment | n/a | | X |

1.8.5 Performance Management

Table 9

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-----|---|--------------------|--------|----------------|
| 8.0 | System Engineering – Performance Management | | | |
| 8.1 | Identify, analyze and resolve issues related to transient degradation of service levels | B | X | |
| 9.0 | Performance Management Tools and Management | | | |
| 9.1 | Define performance metrics and performance metric threshold values | B | X | |
| 9.2 | Set alert thresholds based on the performance metrics and performance metric threshold values | B | X | |

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|------|---|--------------------|--------|----------------|
| 9.3 | Provide automated monitoring of system level performance, based on automated alerts and threshold triggers. | B | X | |
| 9.4 | Manually monitor defined resources and metrics to provide a higher level of monitoring than is possible through automation for the most critical County applications. | D | X | |
| 10.0 | System Performance Analysis Process | | | |
| 10.1 | Perform real-time analysis of system level service degradation to determine root cause | B | X | |
| 10.2 | For system level performance problems where the root cause is determined to be a lack of capacity, perform Capacity Planning Services as described in the Capacity Planning Section to discuss possible solutions. | B | X | |
| 10.3 | For system level performance problems where the root cause is determined to be an ongoing capacity shortage that County chooses not to address, perform Capacity Planning Services as described in the Capacity Planning Section. | D | X | |
| 10.4 | For system level performance problems where the root cause is not determined to be a lack of capacity, Acxiom will determine the specific actions to be taken to correct conditions that are impacting service delivery | B | X | |
| 11.0 | Application Performance Analysis Process | | | |
| 11.1 | Consult with County application development team to assist in identifying application problems contributing to performance problems. | D | X | |
| 11.2 | Provide two-week notice for non-urgent application performance consulting services. | n/a | | X |
| 11.3 | Provide County resource to work with Acxiom for Custom Performance Management consulting services if contracted | n/a | | X |
| 11.4 | Diagnose and resolve application issues that are causing performance problems | n/a | | X |

1.8.6 Software Management

Table 10.

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|------|--|--------------------|--------|----------------|
| 12.0 | System Engineering – Software Management | | | |
| 12.1 | Maintain Acxiom developed software inventory database for Acxiom's internal use | B | X | |
| 12.2 | Remove obsolete and unauthorized software from the system utilizing standard change control procedures | B | X | |
| 12.3 | Maintain software authorization codes for software which is "Maintenance Responsibility – Financial" Acxiom in Exhibit 1, Attachment 1 – Hardware and Software | B | X | |
| 12.4 | Supply Axiom with software authorization codes for software in which is "Maintenance Responsibility – Financial" County in Exhibit 1, Attachment 1 – Hardware and Software | n/a | | X |

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-------|--|--------------------|--------|----------------|
| 12.5 | Schedule and apply authorization codes for software which is "Maintenance Responsibility – Operational" Acxiom in Exhibit 1, Attachment 1 – Hardware and Software utilizing standard change control procedures | B | X | |
| 12.6 | Install, support and maintain the operating system and 3rd party software at vendor-supported levels in consultation with and approval by the County. <ul style="list-style-type: none"> Schedule software upgrades to currently supported release levels Schedule software upgrades following standard change control procedures | B | X | |
| 12.7 | Provide support for the initial product unloads (only) for software products that are not considered infrastructure software | B | X | |
| 12.8 | Support for product installation, customization and maintenance for non-infrastructure software. These products are indicated as such in Exhibit 1, Attachment 1 – Hardware and Software | n/a | | X |
| 12.9 | Apply HIPER fixes as required <ul style="list-style-type: none"> Review software maintenance notices on a regular basis for HIPER PTF updates Apply relevant HIPER PTFs on a regular basis following standard change control procedures | B | X | |
| 12.10 | Plan, coordinate with County and implement software changes with minimal County impact <ul style="list-style-type: none"> Upgrade software on test systems (when available) and perform initial verification Configure infrastructure software to meet County requirements Implement software changes in production environments Schedule software changes following standard change control procedures Plan software implementations so changes may be backed out if necessary | B | X | |
| 12.11 | Troubleshoot and resolve system software failures <ul style="list-style-type: none"> Provide problem resolution Work directly with software vendor when necessary to resolve software failures | B | X | |
| 12.12 | Provide advance notification of required updates to County in accordance with agreed upon change management policies and procedures | B | X | |
| 12.13 | Provide development, support and debugging for County-written and -purchased applications | n/a | | X |
| 12.14 | Validate with Acxiom the compatibility of County-installed software | n/a | | X |

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-------|---|--------------------|--------|----------------|
| 12.15 | Provide mutually agreed regularly scheduled outage windows for a minimum of 4 hours to upgrade system software to supported levels to allow County to remain on supported levels and to continue to participate in Acxiom's shared infrastructure environments. County has ability to cancel scheduled maintenance windows if needed during Change Control process. | n/a | | X |
| 12.16 | For third party software specified in Exhibit 1 Attachment 1 Hardware and Software, provide documentation of consent to operate on Acxiom-provided, County-titled iSeries in Acxiom data center on terms acceptable to County | B | X | |

1.8.7 Storage Management

Table 11

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-------|---|--------------------|--------|----------------|
| 13.0 | System Engineering – Storage Management | | | |
| 13.1 | Convert County's storage management environment to Acxiom's standard management tools as required | B | X | |
| 13.2 | Install and implement a tape management system if one is not installed on County's system | O | X | |
| 13.3 | Ensure that County's system has access to their data | B | X | |
| 13.4 | Support storage resources using Acxiom standard tools | B | X | |
| 13.5 | Relocate data as needed by County to meet technical or business requirements | B | X | |
| 13.6 | Evaluate County's existing storage environment and provide recommendations for storage strategies | B | X | |
| 13.7 | Implement County-requested revised storage management strategies | D | X | |
| 13.8 | Publish Standard Storage Pool Statistics Report as listed in Appendix W.1 – Standard Reports, | B | X | |
| 13.9 | Assist in providing Storage Pool projections based upon County's business projections | B | X | |
| 13.10 | Provide schedule for complete backups required by County Application Programmers that will allow for restoration of an application back to a single point of time as required by County's applications. | n/a | | X |
| 13.11 | Approve and support the implementation of Acxiom storage best practices | n/a | | X |
| 13.12 | Provide interface with County application development teams or providers for storage support | n/a | | X |
| 13.13 | Provide business projections that will affect storage resources | n/a | | X |
| 13.14 | Provide storage requirements, including special hardware and/or software requirements | n/a | | X |
| 13.15 | Provide Storage Pool data management criteria, such as migration and retention | n/a | | X |
| 13.16 | Provide 30-day advance notice of temporary or cyclical high usage requirements as they occur from time to time | n/a | | X |

1.8.8 Data Protection and Replication Services – Backup of Existing iSeries at Cook County

Table 12

| Ref | Tasks | Acxiom | Cook County |
|-------|--|--------|-------------|
| 14.0 | Data Protection | | |
| 14.1 | Install, configure and support Data Protection Infrastructure of 2 EMC Data Domain devices with one located in Acxiom DG data center and the Other located in Cook County Data center | X | |
| 14.2 | Provide hardware maintenance support for Acxiom owned components of the Data Protection Infrastructure | X | |
| 14.3 | Allow Acxiom and its vendor physical access to the Cook County DC to setup and install Data Protection infrastructure | | X |
| 14.4 | Acxiom to install and configure the Data Domain and Fibre Channel switch devices as a VTL system in the Cook County data center and connect the iSeries into this dedicated fabric | X | |
| 14.5 | Perform onsite patch updates, firmware updates and upgrades to the Data Protection Infrastructure per Acxiom specifications | X | |
| 14.6 | Configure the iSeries BRMS software to back up data from the Cook County iSeries to the data domain device. Perform work in consultation with County. | X | |
| 14.7 | Provide access to County iSeries to allow Acxiom to configure BRMS SW. Work in consultation with Acxiom to configure the iSeries BRMS software to back up data from Cook County iSeries to the data domain device | | X |
| 14.8 | If Acxiom indicates that the Data Domain device exceeds 80% of its capacity, work with Acxiom to reduce extraneous backups where possible. | | X |
| 14.9 | Acxiom to install and configure the Data Domain as a VTL system in the Acxiom DG data center | X | |
| 14.10 | Manage iSeries BRMS software and the number of backups kept on the Acxiom DG Data Domain device to not exceed 80% of its capacity | X | |
| 15.0 | Data Replication | | |
| 15.1 | Setup Replication from the Cook County Data Domain to the Acxiom DG Data Domain | X | |
| 15.2 | Provide sufficient network bandwidth to perform the replication | | X |
| 15.3 | Upon migration date, Acxiom to stop replication between the two Data Domain devices and restore the data from the Acxiom DG Data Domain device to the Acxiom DG iSeries using the BRMS software | X | |
| 15.4 | Configure backups for the Acxiom DG iSeries to go to the Acxiom DG LTO Tape Library and not the DG Data Domain | X | |
| 15.5 | After 4 weeks Acxiom will decommission the Acxiom DG Data Domain and Cook County Data Domain devices and destroy this copy of the data upon consent by County which approval will not be unreasonably withheld. A certificate of destruction will be provided by Acxiom in a form mutually agreeable to the parties. | X | |
| 15.6 | Allow Acxiom and its Vendor physical access to the Cook County Data Domain and Fibre Channel switch for removal from the Cook County DC | | X |

1.8.9 Backup Management – Post Migration

Table 13

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-------|--|--------------------|--------|----------------|
| 16.0 | System Engineering - Storage Management | | | |
| 16.1 | Automate tape retention and offsite rotation as defined by County for County data backups through tape management definitions and parameters | B | X | |
| 16.2 | Backup all operating system and 3rd party system software libraries | B | X | |
| 16.3 | Perform off-site tape vaulting for the operating system volume backups | B | X | |
| 16.4 | Administer tape management, and automated tape library technology hardware and software | B | X | |
| 16.5 | Assist with County application backup and recovery processes as needed or reasonably requested | B | X | |
| 16.6 | Provide application tape retention and offsite rotation as directed by County <ul style="list-style-type: none"> • Code tape management definitions per County's requirements • Make changes to the tape management definitions as required for tape retention and off-site vaulting rules | B | X | |
| 16.7 | Determine final operating system and 3rd party software system backup schedule after migration due diligence. | B | X | |
| 16.8 | Design, build and create County application backups | n/a | | X |
| 16.9 | Manage client application backup recovery and processes | n/a | | X |
| 16.10 | Provide retention and offsite tape rotation requirements in writing | n/a | | X |

1.9 System Monitoring

1.9.1 System Automation

Table 14

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|------|---|--------------------|--------|----------------|
| 17.0 | System Monitoring - System Automation | | | |
| 17.1 | Implement Acxiom's standard system automation where County has no system automation product in its current environment. | B | X | |
| 17.2 | Install, configure, implement and maintain the Acxiom iSeries system event monitoring solution | B | X | |
| 17.3 | Identify threshold violation events (memory, virtual storage, paging, system dumps) | B | X | |
| 17.4 | Identify critical system events (hardware and software error and action messages) | B | X | |
| 17.5 | Provide automated message response to common messages that require response | B | X | |

| Ref | Tasks | Billing B, D, O | Axiom | Cook County |
|-------|--|--------------------|-------|----------------|
| 17.6 | Open incident tickets in the Service Desk tool when critical events are identified | B | X | |
| 17.7 | Implement standard system startup programs for IPL | B | X | |
| 17.8 | Implement automated system task management (start-up, shutdown, and monitoring) | B | X | |
| 17.9 | Implement additional automation opportunities as identified | B | X | |
| 17.10 | Implement custom automation as requested by County | D | X | |
| 17.11 | Provide the required information to build the standard operating procedures if such procedures are not available | n/a | | X |
| 17.12 | Acceptance of the Axiom iSeries system event monitoring solution automation standard | n/a | | X |
| 17.13 | Open a Service Request for any custom automation required | n/a | | X |

1.9.2 Console Monitoring

Table 15

| Ref | Tasks | Billing B, D, O | Axiom | Cook County |
|-------|---|--------------------|-------|----------------|
| 18.0 | System Monitoring - Console Monitoring | | | |
| 18.1 | Provide console operations 24-hours-a-day, 7-days-a-week to perform Console Monitoring services in an exception-driven environment. | B | X | |
| 18.2 | Allow Axiom to implement System Automation, as described in the System Automation Section of this SOW, in County's iSeries environment either during the migration period, or as soon as is practical in the post-migration period. | n/a | | X |
| 18.3 | Insure System Automation is running | B | X | |
| 18.4 | Perform automated and limited manual monitoring of system resources and tasks | B | X | |
| 18.5 | Monitor backup submission and startup | B | X | |
| 18.6 | Insure backups have completed successfully | B | X | |
| 18.7 | Perform and enable system recovery procedures, if necessary | B | X | |
| 18.8 | Provide routine system monitoring while automation is being implemented in the post-migration period | B | X | |
| 18.9 | Monitor general mailbox or ticketing system queues for special requests / instructions | B | X | |
| 18.10 | Respond to system error and exception messages other than those responded to by automation | B | X | |
| 18.11 | Identify system tasks and/or messages that are candidates for automation | B | X | |
| 18.12 | Provide first-level support and analysis for system error and exception messages as detected by automation | B | X | |
| 18.13 | Escalate and follow-up on system error and exception messages as detected by automation following Axiom Incident Management processes | B | X | |

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-------|--|--------------------|--------|----------------|
| 18.14 | Escalate and follow-up on hardware error alerts following Acxiom Incident Management processes | B | X | |
| 18.15 | Provide first-level resolution and/or escalate incident and request tickets generated by automation | B | X | |
| 18.16 | Provide Standard Daily Ticket report as listed in Appendix W.1 – Standard Reports | B | X | |
| 18.17 | Perform system recycles (shutdown / IPL procedures) | B | X | |
| 18.18 | Provide system maintenance timeline for Change Management process | B | X | |
| 18.19 | Maintain Standard Operating Procedures (SOP) for Acxiom's internal use to include: <ul style="list-style-type: none"> System maintenance (shutdown / IPL initial program load procedures) Problem management and escalation procedures County's specific procedures as provided by County | B | X | |
| 18.20 | Provide the required information to build the standard operating procedures if such procedures are not available | n/a | | X |
| 18.21 | Performance of manual processes or processes which require County institutional knowledge and cannot be automated | n/a | | X |

1.10 Tape Operations

1.10.1 Tape Library Management

Table 16

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|-------|--|--------------------|--------|----------------|
| 19.0 | Tape Operations – Tape Library Management | | | |
| 19.1 | Retrieve and mount scratch and input tapes | B | X | |
| 19.2 | Pull/pre-stage scratches from all defined tape pools | B | X | |
| 19.3 | Pull and verify offsite tapes | B | X | |
| 19.4 | File used tapes | B | X | |
| 19.5 | Prepare all off-site tapes for shipment and pack tapes to be sent offsite | B | X | |
| 19.6 | Maintain a tape library and perform tape management daily utilizing BRMS or equivalent product, | B | X | |
| 19.7 | Rotate vault tapes via automated tape library ejects, manual pulls, or retrieve from other areas | B | X | |
| 19.8 | Maintain agreement with an off-site tape vendor. | n/a | | X |
| 19.9 | Provide current TMS at time of migration | n/a | | X |
| 19.10 | Provide all tapes in use, scratched, and vaulted at time of migration | n/a | | X |
| 19.11 | Perform periodic review and update of County's tape retention policies | n/a | | X |

1.10.2 Tape Mounts

Table 17

| Ref | Tasks | Billing B, D, O | Acxiom | Cook County |
|------|--|--------------------|--------|----------------|
| 20.0 | Tape Operations – Tape Mounts | | | |
| 20.1 | Where possible, store and mount tapes using automated tape technologies | B | X | |
| 20.2 | For the small percentage of tape handling that requires manual tape mounts, or some intervention with an automated tape library device, manually mount a tape on a tape drive, or interact with an automated tape library device | B | X | |
| 20.3 | Mount scratch and input tapes on tape drives | B | X | |
| 20.4 | Pull /pre-stage scratches from all volume/serial (VOLSER) ranges | B | X | |
| 20.5 | File used tapes (floor mounts, automated tape library ejects, and vault returns) | B | X | |
| 20.6 | Load scratch tapes in an automated tape library device | B | X | |
| 20.7 | Remove input tapes from an automated tape library for vault shipment or to file in the tape library | B | X | |
| 20.8 | Provide projected business usage which impacts media usage (media type, daily volume, and vault volume), with projections periodically updated as reasonably requested by Acxiom | n/a | | X |

W. Appendix - iSeries Reports

W.1 Standard Reports

Described below are Acxiom's standard reports that will be provided to County and with respect to security of the Office of the Chief Judge, such reports will be posted to a directory and OCJ will be provided security access. Additional reports can be developed as a billable project at such time that reports are requested by County.

Table 18

| Standard Reports (Appendix W.1) | Section Reference |
|--|--|
| Standard CPU Capacity Planning Reports <ul style="list-style-type: none"> • Daily/Weekly Reports <ul style="list-style-type: none"> – Processor CPU Utilization – Current unprotected storage used – Maximum unprotected storage used – Disk space used – Average arm utilization – Hourly read/write summary – Network I/O performance – Active to wait summary by pool – Active Job Summary | CPU Capacity Planning Storage Management |
| Standard Daily Ticket Report generated using Acxiom Service Desk tool | Console Monitoring Batch Job Scheduling and Set-Up Job Schedule Monitoring Application Change Control |
| Security Access Log daily report SOC 1 report – County request required | Security |
| Standard Job Schedule Configuration (forecasting) report when warranted by major schedule modification or redesign | Batch Job Scheduling and Set-Up |

W.2 Optional Reports

These are Acxiom's optional reports that will be provided to County as contracted.

Table 19

| Custom Reports (Appendix W.2) | Section Reference |
|---|--|
| <ul style="list-style-type: none"> – Customized Capacity Reports as required – Daily Backup Status Report | Capacity Planning Tape Library Management |



Cook County

Exhibit 1, Attachment 1 -
Hardware and Software

iSeries Hardware and Software

Consultant ("Acxiom") will provide the Services, as further described in Exhibit 1 - Cook County iSeries Statement of Work (the "SOW"), for the following hardware and software, combined to comprise the Environment.

- "Owner Responsibility Financial" indicates party responsible for cost of service charges, purchase price, lease payments or other acquisition cost (as applicable).
- "Maintenance Responsibility Financial" indicates party responsible for cost of maintenance and support.
- "Maintenance Responsibility Operational" indicates party responsible for performing or contracting for maintenance, separate from its cost.

From time to time County may request equipment, peripherals, and software products that are not listed in this Attachment. Any such changes will be as mutually agreed upon, subject to an amendment to the Agreement.

1. Supported Hardware (Equipment and Peripherals)

A. Acxiom-Provided Equipment and Peripherals

Acxiom will provide the following equipment and peripherals at the locations noted below in support of the Services described in the SOW:

iSeries Hardware

| Equipment Manufacturer | Description | Model Number | Quantity | Location | Owner - Financial Responsibility | Maintenance Responsibility - Financial | Maintenance Responsibility - Operational |
|------------------------|-----------------------|------------------------------------|----------|-------------------|----------------------------------|--|--|
| IBM | iSeries Power6 Server | 9117-MMA, 6C x 64GB, 6.6TB storage | 1 | Downers Grove, IL | Acxiom (Note 1) | Acxiom | Acxiom |
| IBM | TS3200 Tape Library | 3573-L4U | 1 | Downers Grove, IL | Acxiom | Acxiom | Acxiom |
| IBM | LTO-6 Tape Drive | 3573-L4U FC#8348 | 3 | Downers Grove, IL | Acxiom | Acxiom | Acxiom |

| Equipment Manufacturer | Description | Model Number | Quantity | Location | Owner - Financial Responsibility | Maintenance Responsibility - Financial | Maintenance Responsibility - Operational |
|------------------------|-----------------|----------------------|------------|-------------------|----------------------------------|--|--|
| EMC | Data Domain VTL | DD2200 or equivalent | 1 (Note 2) | Downers Grove, IL | Acxiom | Acxiom | Acxiom |
| EMC | Data Domain VTL | DD2200 or equivalent | 1 (Note 2) | Cook County, IL | Acxiom | Acxiom | Acxiom |

Notes:

- (1) In order for Cook County's IBM software entitlements to be transferred to the iSeries Power6 server with 9117-MMA processor, title to the iSeries Power6 server with 9117-MMA must be held by Cook County. Acxiom will have financial responsibility to make all payments including original purchase invoice for the iSeries Power6 server with 9117-MMA processor, but title to the iSeries Power6 server with 9117-MMA processor will be in Cook County's name at time of acquisition, effected through title documentation provided by IBM.
- (2) To be provided pre migration through migration timeframe only

Except as otherwise noted, the fees associated with above equipment and peripherals are included in the Charges for the Services. Acxiom reserves the right to substitute functionally equivalent hardware products in place of those products shown above, provided that such substituted products do not materially alter the Services.

B. County-Provided Equipment and Peripherals

County will provide the following equipment and peripherals at the locations noted below in support of the Services described in SOW:

N/A

County retains legal and financial responsibility for the above equipment and, as such, it is not reflected in the Charges for the Services.

C. Acquired Assets

On the Effective Date, County will sell to Acxiom and Acxiom will buy from County, "As Is, Where Is," right, title and interest in the assets ("Acquired Assets") and at the purchase price listed below. The parties will enter into a Bill of Sale in a form to be mutually agreed upon.

N/A

2. Supported Software (Software and Systems)

A. Acxiom-Licensed Software/Systems

Acxiom will provide the following software and systems in support of the Services described in the SOW:

| Software Manufacturer | Product Name | Quantity | Location | License Owner Financial Responsibility | Maintenance Responsibility Financial | Maintenance Responsibility Operational | OS |
|-----------------------|--------------|----------|-------------------|--|--------------------------------------|--|-------|
| BMC | Patrol | 1 | Downers Grove, IL | Acxiom | Acxiom | Acxiom | OS400 |
| CA | Unicenter | 1 | Downers Grove, IL | Acxiom | Acxiom | Acxiom | OS400 |

The fees associated with above software are included in the Charges for the Services. Acxiom reserves the right to substitute functionally equivalent software products in place of those products shown above, provided that such substituted products do not materially alter the Services.

B. County-Licensed Software/Systems

County will provide the following software and systems in support of the Services described in the SOW:

iSeries Software

| Software Manufacturer | Product Name | Quantity | Location | License Owner Financial Responsibility | Maintenance Responsibility Financial | Maintenance Responsibility Operational | OS |
|-----------------------|---------------------------------------|----------|-------------------|--|--------------------------------------|--|-------|
| IBM | AFP Utilities | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | Application Program Driver for AS/400 | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | AS/400 Business Graphics Utility | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | AS/400 Device Exerciser | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |

| Software Manufacturer | Product Name | Quantity | Location | License Owner - Financial Responsibility | Maintenance Responsibility - Financial | Maintenance Responsibility - Operational | OS |
|-----------------------|---|----------|-------------------|--|--|--|-------|
| IBM | Backup Recovery and Media Services | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | CICS for iSeries | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | Client Access Base Family | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | Client Access/400 for DOS | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | Client Access/400 for DOS with Ext Memory | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | Client Access/400 for OS/2 | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | Client Access/400 for Windows 3.1 | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | Client Access/400 Optimized for OS/2 | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | Client Access/400 Optimized for Windows | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | Client Encryption 128-bit | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | DB2 Query Mgr and SQL DevKit | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | DTM Engine | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | EverGreen/400 - The 5250 Mail Client | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | i5/OS V5.4.5 ** | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | IBM Communications Utilities for i5/OS | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | IBM Content Manager for AS/400 | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | IBM Developer Kit for Java | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |

| Software Manufacturer | Product Name | Quantity | Location | License Owner - Financial Responsibility | Maintenance Responsibility - Financial | Maintenance Responsibility - Operational | OS |
|----------------------------|---|----------|-------------------|--|--|--|-------|
| IBM | IBM eServer iSeries Access Family | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | IBM eServer iSeries Access for Web | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | IBM eServer iSeries Access for Windows | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | IBM Facsimile Support for OS/400 | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | IBM HTTP Server for i5/OS | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | IBM Performance Tools for iSeries | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | IBM Query for iSeries | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | IBM TCP/IP Connectivity Utilities for i5/OS | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | IBM Toolbox for Java | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | IBM WebSphere Application Server | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | Language Dictionaries for OS/400 | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | Network Authentication Enablement | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | WDS for iSeries | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| IBM | WebSphere Application Server - Express | 1 | Downers Grove, IL | Cook County | Acxiom | Acxiom | OS400 |
| Integrated Custom Software | Forms Plus | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |
| Help Systems | PowerTech Interact | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |

| Software Manufacturer | Product Name | Quantity | Location | License Owner - Financial Responsibility | Maintenance Responsibility - Financial | Maintenance Responsibility - Operational | OS |
|------------------------------------|---------------------|----------|-------------------|--|--|--|-------|
| BugBusters Software Engineering | RSF | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |
| JD Edwards / Spinaker maintenance* | Accounts Payable | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |
| JD Edwards / Spinaker maintenance | Accounts Receivable | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |
| JD Edwards / Spinaker maintenance | General Ledger | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |
| JD Edwards / Spinaker maintenance | Grants | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |
| JD Edwards / Spinaker maintenance | Inventory | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |
| JD Edwards / Spinaker maintenance | One World Security | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |
| JD Edwards / Spinaker maintenance | Purchasing | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |
| JD Edwards / Spinaker maintenance | World Security | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |
| Lansa | Lansa | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |
| Optio Software | Optio | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |
| PKWare | PKZIP | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |

| Software Manufacturer | Product Name | Quantity | Location | License Owner - Financial Responsibility | Maintenance Responsibility - Financial | Maintenance Responsibility - Operational | OS |
|-----------------------|--------------|----------|-------------------|--|--|--|-------|
| PowerTech Group | Powerlock | 1 | Downers Grove, IL | Cook County | Cook County | Cook County | OS400 |

* JD Edwards / Spinaker maintenance means Spinaker is providing the maintenance for this JD Edwards software. Cook County is not receiving the maintenance from Oracle (the owner of the JD Edwards software).

** Software no longer supported by vendor. Acxiom will provide support on a commercially reasonable efforts basis.

3. Assumed Third Party Agreements

Set forth below are Customer's third party agreements to be managed by Acxiom. Customer retains legal and financial responsibility under the Acxiom-managed agreements:

N/A

4. Intellectual Property

A. Acxiom Proprietary Information

Acxiom will utilize the following Acxiom-owned software, documentation and/or work product in support of the Services described in the SOW:

- N/A

B. Customer Proprietary Information

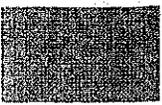
Customer will provide Acxiom access to the following Customer-owned software, documentation and/or work product in support of the Services described in the SOW:

- N/A

5. Disaster Recovery Environment

Acxiom will provide disaster recovery services in accordance with the SOW for the equipment and systems listed below.

- N/A



Cook County

Exhibit 1, Attachment 2 - Service
Levels (SLAs)

(iSeries Services)

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1 Service Level Management

The Service Level Management process measures and reports performance against the Service Levels (SLAs). The Service Level Management process is comprised of the following:

- definition of Service Levels as detailed below,
- implementation of service level measurements, and
- reporting and review.

Applicable Equipment for each Service Level is identified in **Exhibit 1, Attachment 1 - Hardware and Software**.

1.1 Service Level Measurement and Reporting

Service Level measurements will be implemented during the Transition Period to measure Service Levels and generate reports to validate Service Levels. Implementation is comprised of the activities for standard Service Level measurements listed below:

- Project management of all implementation activities
- Integration of data collection and summarization processes
- Customization of documents used for the monthly summarization of service level metrics
- Creation of initial reports and review with Cook County
- Perform recurring report generation and review with Cook County

1.2 Service Level Transition Period

Beginning on the Service Commencement Date and ending after the Transition Period specified in each Service Level Description, Acxiom shall use commercially reasonable efforts to meet or exceed the Service Level Targets set forth herein. Without prejudice to any rights and remedies Cook County may have under the Contract, Acxiom shall not be required to pay Service Level Credits nor earn Service Level Earnbacks during the Service Level Transition Period.

The Transition Period for each SLA is set forth in each Service Level. Notwithstanding anything set forth in a Service Level, the Transition Period is 90 days for Cook County-provided Equipment with no Cook County SLA validation.

Following the expiration of the applicable Transition Period, Cook County shall be entitled to Service Level Credits, as set forth herein, for Acxiom's failure to meet a Service Level set forth in this **Exhibit 1, Attachment 2 - Service Levels** (as may be adjusted from time to time as evidenced in an amendment to the Contract).

1.3 Service Level Credits and Earnbacks

Acxiom will incur Service Level Credits if Acxiom fails to meet the Service Level Target defined in

this **Exhibit 1, Attachment 2 - Service Levels** in any calendar month. Such monthly calculations will be as follows:

1. For each Service Level for which Acxiom does not achieve the Service Level Target, Acxiom will incur a Service Level Credit equal to the Service Level Weight multiplied by the Amount at Risk for such calendar month. The sum of all Service Level Weights applied to the Service Levels must equal two hundred percent (200%). Maximum Service Level Weight for a Service Level is 25%, provided, however, that the Maximum Service Level Weight for "iSeries Power6 – System Availability" may equal up to 100%.
2. In the event that Cook County assesses a Service Level Credit for a particular month with respect to a particular Service Level, the Service Level Credit will be applied to the applicable monthly invoice. If Acxiom's performance of the Services meets or exceeds such Service Level during the three (3) consecutive months after the month the Service Level Credit was assessed, Acxiom shall be entitled to a refund of one hundred percent (100%) of such Service Level Credit on the invoice for the third consecutive month.
3. In no event will Acxiom be required to deduct during any calendar month reporting period more than ten percent (10) (the Percent at Risk) of the iSeries Services Monthly Invoice Amount as a result of Service Level Credits for such period.

If a single event (or a series of related events) causes the failure to achieve more than one Service Level, then only one Service Level Credit will apply. In such event, Cook County may select the Service Level that will be used for the calculation of the Service Level Credit.

At any time after the Effective Date (as defined in the Contract), Cook County may reallocate the weight given to each Service Level by giving written notice to Acxiom at least 60 days before the requested change date, with such reallocations being allowed up to twice per year. The new weightings will be effective as of the first full calendar month following the requested change date.

Cook County and Acxiom acknowledge that the Service Level Credits and Service Level Earnbacks: (a) are reasonable amounts under the circumstances existing as of the Effective Date of Amendment 5; (b) do not constitute a penalty; and (c) Cook County's sole remedy for Acxiom's failure to meet such Service Levels shall be to recover the Service Level Credits specified in this Contract **Exhibit 1, Attachment 2 - Service Levels** for such Service Level shortfalls, provided that the foregoing shall not preclude Cook County's seeking other remedies available to it hereunder for material breaches arising from the same incident and provided further, the Service Level Credits do not constitute an estimate of the loss or damage that may be suffered by the County for such material breaches arising from the same incident. If Cook County recovers monetary damages as a result of Acxiom's failure to meet one or more Service Levels, Acxiom may set-off any such credits paid for the failure(s) giving rise to such recovery.

1.4 Exclusions and Excused Performance Problems in

Service Level Target Calculations

Acxiom Services that are dedicated to Cook County will be subject to mutually agreed upon Scheduled Downtime, and such Schedule Downtime will not be considered as Un-Excused Downtime in SLA calculations.

Acxiom shall provide Acxiom standard monitoring and reporting tools for Service Level measurement and reporting. Acxiom shall maintain all data relating to and supporting the measurement of its performance, including performance against SLAs, in sufficient detail to permit a "bottom up" calculation, analysis and reconstruction of performance reports (including all inclusion and exclusion calculations) throughout the Term. Such data shall be made available to the County in an electronic format reasonably acceptable to the County upon reasonable request and upon the expiration or termination of this Contract.

Exclusions. Exclusions are removed from SLA calculations because they do not belong in the measurement. For example, an Equipment outage that was caused by Shared Services Scheduled Downtime would be an Exclusion. Exclusions specific to a Service Level are listed with the Service Levels ("Specific Exclusions").

Excused Performance Problem. Acxiom shall not be responsible, and Cook County shall not receive a Service Level Credit for any failure to meet a Service Level to the extent caused by an Excused Performance Problem.

2 Service Levels

2.1 iSeries Service Levels

Table 1

| | |
|-----------------------------|---|
| Service Level | iSeries Power6 – System Availability |
| Description | Ensure availability of the iSeries system according to the agreed upon Service Schedule. |
| Requirement | Vendor-supported hardware and software are included in solution. Acxiom provides full technical and operational support. |
| Service Level Target | 99.9% availability |
| Calculation | Percent Available = (Scheduled Uptime minus Un-Excused Downtime) divided by Scheduled Uptime. |
| Data Collection | Incident Management System Tickets |
| Trigger | Point in time when iSeries system is not available as recorded by Acxiom using Acxiom's IPL log. The IPL log will show the times from the recognition of a system outage until the time the message "SYSTEM IS INITIALIZED" or an equivalent application message appears on the system console. |
| Transition Period | 60 days after the Service Commencement Date |
| Measurement Interval | Monthly |
| Service Level Weight | 100% |
| Specific Exclusions | None |
| Note | In the event that the iSeries Power6 hardware and software is no longer supported by the vendors, Acxiom will use commercially reasonable efforts to support such Power6 hardware and software. |

Table 2

| | |
|-----------------------------|--|
| Service Level | Security |
| Description | iSeries OS QSecurity at level 40 and Powerlock availability 100% while systems are online |
| Requirement | System Security Responsibility |
| Service Level Target | 100% availability |
| Calculation | Percent Available = (Scheduled Uptime minus Un-Excused Downtime) divided by Scheduled Uptime |
| Data Collection | Exception based – Issued identified by ticket |
| Trigger | Point in time when Security service is not available. |
| Transition Period | 60 days after the Service Commencement Date |
| Measurement Interval | Monthly |
| Service Level Weight | 10% |
| Specific Exclusions | None |

Table 3

| | |
|----------------------|---|
| Service Level | Storage Management – Equipment |
| Description | Availability of stored data that is provided to iSeries, according to the agreed upon Service Schedule. |
| Requirement | Storage & Fabric Infrastructure |

| | |
|-----------------------------|--|
| Service Level Target | 99.9% availability |
| Calculation | Percent Available = (Scheduled Uptime minus Un-Excused Downtime) divided by Scheduled Uptime |
| Data Collection | Requires Acxiom standard monitoring solution to collect SLA metrics |
| Trigger | Data unavailable as a result off-storage component or fabric infrastructure failure. |
| Transition Period | 60 days after the Service Commencement Date |
| Measurement Interval | Monthly |
| Service Level Weight | 10% |
| Specific Exclusions | |

Table 4

| | |
|-----------------------------|---|
| Service Level | Data Protection |
| Description | Tapes available to Iron Mountain for pickup by approved daily pickup time |
| Requirement | Tape backup jobs scheduled to complete prior to scheduled daily pickup time |
| Service Level Target | Not to exceed one exception per month |
| Calculation | Successful = exceptions do not exceed 1 |
| Data Collection | Acxiom standard documentation solution will be used to collect SLA metrics. |
| Trigger | Upon failure to meet the agreed upon Service Schedule |
| Transition Period | 60 days after the Service Commencement Date |
| Measurement Interval | Monthly |
| Service Level Weight | 10% |
| Specific Exclusions | |
| Notes | |

Table 5

| | |
|-----------------------------|---|
| Service Level | Maintenance occurs in approved maintenance windows |
| Description | All Hardware and Software maintenance performed in mutually agreed maintenance windows. |
| Requirement | Adequate maintenance windows defined |
| Service Level Target | Exceptions not to exceed 1 per month |
| Calculation | Successful = exceptions do not exceed 1 |
| Data Collection | Acxiom standard documentation solution will be used to collect SLA metrics. |
| Trigger | Upon failure to meet the agreed upon Service Schedule |
| Transition Period | 60 days after the Service Commencement Date |
| Measurement Interval | Monthly |
| Service Level Weight | 10% |
| Specific Exclusions | |

Table 6

| | |
|----------------------|--|
| Service Level | Acxiom will provide iSeries development LPARs that mirror production LPARS as requested by the County |
| Description | Development LPAR's mirror production LPAR's from a systems perspective |

| | |
|----------------------|---|
| Requirement | Development LPAR system state is controlled by Acxiom |
| Service Level Target | Exceptions not to exceed 1 per month |
| Calculation | Successful = exceptions do not exceed 1 |
| Data Collection | Acxiom standard documentation solution will be used to collect SLA metrics. |
| Trigger | Upon failure to meet the agreed upon Service Schedule |
| Transition Period | 60 days after the Service Commencement Date |
| Measurement Interval | Monthly |
| Service Level Weight | 10% |
| Specific Exclusions | |

2.2 Cross Functional Service Levels

Table 7

| | |
|-----------------------------|---|
| Service Level | Incident Response Time - Priority Levels 1 & 2 |
| Description | iSeries Incidents are responded to within Section 4.1 Response and Closure Time Targets |
| Requirement | Acxiom standard Service Desk ticketing system |
| Service Level Target | Exceptions not to exceed 1 per month |
| Calculation | Successful = exceptions do not exceed 1 |
| Data Collection | Acxiom Service Desk ticket system will be used to collect Incident response data. |
| Transition Period | 90 days after the Service Commencement Date |
| Measurement Interval | Monthly |
| Service Level Weight | 25% |
| Notes | <p>Written notes override system recorded times.</p> <p>Specific Exclusions:</p> <ul style="list-style-type: none"> • For Incidents promoted from lower priority levels, resolution time calculation begins at the time of Incident promotion • Duplicate tickets • Incident tickets opened in error • Test Incident tickets • Incident tickets that are informational only or internal to Acxiom <p>Excuse failures where:</p> <ul style="list-style-type: none"> • RSA report indicates that the incident was the County's problem to resolve. |

2.3 Service Desk – Average Speed to Answer

Table 8

| | |
|----------------------------------|--|
| Service Area | Service Desk – Average Speed to Answer |
| Service Level Description | Time to answer an incoming call to Acxiom Service Desk by Service Desk agent |
| Service Category | Service Desk |
| Target | Average speed to answer of 30 seconds or less |
| Failure Threshold | Not Applicable |
| Calculation | Average speed in which the Service Desk answers all Acxiom customer calls for the measurement period calculated for all calls answered by Service Desk |
| Trigger | Once a caller to the Service Desk has selected to speak with a Service Desk agent and is placed in the ACD queue |
| Transition Period | 30 days from the Amendment 5 Effective Date |
| Measurement Interval | Monthly |
| Service Level Weight | 25% |

Note

This Service Level is calculated based on all Acxiom customer calls to shared Service Desk

3 Definitions

1. **"Amount at Risk"** means the Percent at Risk multiplied by the Monthly Invoice Amount to give the total dollar cap in Service Level Credits for a month.
2. **"Business Critical Server"** means a server that is a part of a Cluster/load-balanced, redundant infrastructure.
3. **"Business Standard Server"** means a stand-alone server.
4. **"Change Management"** means the process supporting changes affecting or potentially affecting Cook County's environment, including the logging and tracking of change requests and the coordination and execution of a periodic change management meeting.
5. **"Cluster"** means a group of linked servers or group of load-balanced servers.
6. **"Dedicated"** means specific hardware or software included in the Environment that will be used exclusively for the Cook County's solution.
7. **"Equipment"** means the Supported Hardware and Supported Software and requisite maintenance.
8. **"Exclusions"** means situations or events that are not included in the Service Level calculations, including Specific Exclusions.
9. **"Excused Performance Problems"** means Acxiom's failure to provide Services or to meet any of the Service Levels as required hereunder, to the extent such failure is directly and solely attributable to:
 - i) acts of, omissions of, delays caused by, or lack of cooperation by Cook County, its using agencies, or any third parties acting on behalf of any of any of the foregoing.
 - ii) software, hardware, data, content, services or other materials provided, or the failure to provide any of the foregoing by Cook County or its third parties, respective employees or agents, (whose action or inaction is beyond the reasonable control of Acxiom) for use by Acxiom in providing the Services;
 - iii) failure of hardware, software or third party services that could not have been prevented by Acxiom's use of due care, in light of prevailing industry standards and practices;
 - iv) circumstances that constitute a Force Majeure Event;
 - v) material breaches of the Contract by Cook County;
 - vi) software products retained at the request of the Cook County that are no longer supported by the software vendor, or are incompatible with the supported Equipment, unless the parties mutually agree otherwise in writing.

10. **"Incident"** means an event which is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in the quality of that service.
11. **"Measurement Interval"** means the period of time for which the performance will be calculated.
12. **"Mission Critical"** means business cannot be conducted without this component.
13. **"Monthly Invoice Amount"** means the then-current monthly charges (excluding pass-through items, non-recurring and variable charges, services provided on a time and materials basis, taxes and interest, if any).
14. **"Necessary"** means a component provides operational functionality, but could be swapped with some effort with a substitute that has equivalent function.
15. **"Needed"** means an operation could continue for a short time without this component.
16. **"Network"** means all communication facilities and hardware and software components that are used to transmit data internal to Acxiom and between Acxiom's Data Center and Cook County's facilities.
17. **"Note"** means supplementary information for clarification.
18. **"Percent at Risk"** means the percentage of Monthly Invoice Amount as used for Service Level Credit and Service Level Earnback calculations.
19. **"Priority Level"** means the 1-8 value assigned to indicate the criticality and business impact and dictate a prescribed set of actions for response and resolution. (See Table 10 Priority Levels in Section 4.2 Priority Levels.)
20. **"Replaceable"** means a component is needed but could be replaced with little or no added cost; off-the-shelf, interchangeable with a similar or identical component.
21. **"Service Commencement Date"** means the date that the applicable Services have commenced, as set forth in **Appendix A to Exhibit 1, Attachment 3 – Term and Price Detail**.
22. **"Scheduled Downtime"** means the time the system is allowed to be unavailable for business use due to maintenance or other reasons as agreed upon by Acxiom and Cook County.
23. **"Scheduled Uptime"** means 24 hours per day multiplied by the number of days in the Measurement Period minus Scheduled Downtime.
24. **"Service Level"** means an agreed level of performance and the associated terms and definitions as documented in this **Exhibit 1, Attachment 2 - Service Levels**.
25. **"Service Level Credit"** means an offset amount to adjust the charges made by Acxiom for non-performance.
26. **"Service Level Earnback"** means an offset amount to a Service Level Credit in the event Acxiom meets or exceeds targeted performance over a specified period of time as set forth in Section 1.3 of this **Exhibit 1, Attachment 2 - Service Levels**.
27. **"Service Level Management"** means the process responsible for negotiating and managing Service Levels.
28. **"Service Level Target"** means the performance objective for Acxiom to meet or

exceed for a Service Level as documented in this **Exhibit 1, Attachment 2 - Service Levels**.

29. **"Service Level Weight"** means the allocation by Cook County of the approximate value placed on each Service Level, expressed as a percentage.
30. **"Service Schedule"** means the published availability schedule as agreed between Acxiom and Cook County for each service being provided.
31. **"Shared Services"** means Acxiom services that are centralized and shared by multiple customers.
32. **"Transition Period"** means the period which begins on the Service Commencement Date (as applicable) and ends after the period of time specified in each Service Level.
33. **"Trigger"** means the condition or event that defines the initiation of a measurement to determine Service Level compliance.
34. **"Un-Excused Downtime"** means all unplanned outages less time that was requested by Cook County and time covered by Exclusions or Excused Performance Problems.
35. **"Vital"** means a component provides key functionality that is difficult to substitute.

4 Table References

4.1 Response and Closure Time Targets

Table 9

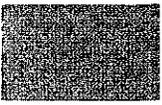
| Impact/Urgency | Incident Priority | Priority | Message Level | Service Type | Assignment |
|--------------------|-------------------|----------|---------------|-------------------------------|----------------------------|
| 0/1 | 1-Major | 1 | Emergency | 04 hr resolution real time* | 15 min assignment (24x7) |
| 0/2; 1/1 | 2-Critical | 2 | Emergency | 08 hr resolution real time* | 01 hr assignment (24x7) |
| 0/3; 1/2; 2/1 | 3-Severe | 3 | High | 08 hr resolution business hrs | 04 hr assignment (bus hrs) |
| 0/4; 1/3; 2/2; 3/1 | 4-High | 4 | Normal | 24 hr resolution business hrs | 04 hr assignment (bus hrs) |
| 1/4; 2/3; 3/2; 4/1 | 5-Medium | 5 | Low | 40 hr resolution business hrs | 04 hr assignment (bus hrs) |
| 2/4; 3/3; 4/2 | 6-Low | 5 | Low | 40 hr resolution business hrs | 04 hr assignment (bus hrs) |
| 3/4; 4/3 | 7-Low | 5 | Low | 40 hr resolution business hrs | 04 hr assignment (bus hrs) |
| 4/4 | 8-Low | 5 | Low | 40 hr resolution business hrs | 04 hr assignment (bus hrs) |

*real time indicates that resolution must be pursued 24 X 7

4.2 Priority Levels

Table 10

| Incident Priority is the sum of Impact and Urgency | | | Urgency based on User's Perception | | | |
|--|------------------|---|------------------------------------|------------|----------------------|------------|
| | | | Completely Down/ No Workaround | Degraded | Workaround Available | Normal |
| | | | 1 | 2 | 3 | 4 |
| Impact based on CI | Mission Critical | 0 | Major (1) | Severe (2) | Severe (3) | High (4) |
| | Vital | 1 | Severe (2) | Severe (3) | High (4) | Medium (5) |
| | Necessary | 2 | Severe (3) | High (4) | Medium (5) | Low (6) |
| | Needed | 3 | High (4) | Medium (5) | Low (6) | Low (7) |
| | Replaceable | 4 | Medium (5) | Low (6) | Low (7) | Low (8) |



acxiom™ | information
technology

Cook County

**Exhibit 1, Attachment 3 – Term and
Price Detail**

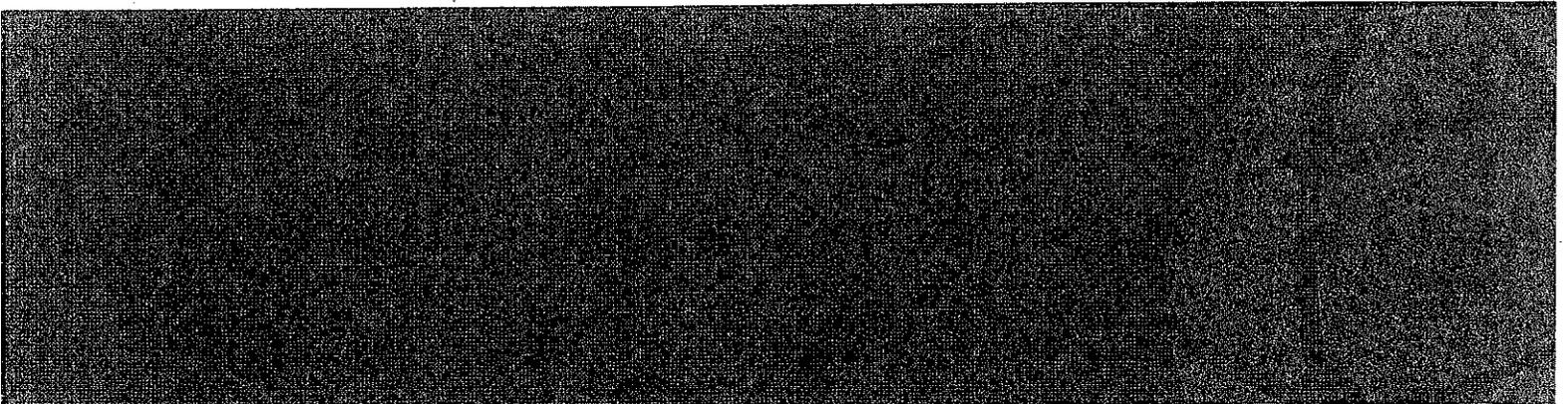


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1 Charges

1.1 Introduction

This Exhibit 1, Attachment 3 – Term and Price Detail (including any attachments hereto) describes the methods for calculating the Charges payable to Consultant, and the associated invoicing and payment terms and procedures. “Charges” means the total Fees due Consultant each month under this Agreement for the iSeries Services set forth in Exhibit 1 Cook County iSeries Statement of Work (the “iSeries SOW”) and any other additional charges (including without limitation pass through charges and charges for Cook County’s use of additional resources).

1.2 Types of Charges

- Installation / Migration Charge
 - The “Installation / Migration Charge” is a one-time charge that shall commence on the stated applicable Service Commencement Date set forth in Appendix A to Exhibit 1, Attachment 3 – Term and Price Detail.
- Monthly Base Charge
 - The “Monthly Base Charge” is an ongoing monthly charge that shall commence on the applicable Service Commencement Date set forth in Appendix A to Exhibit 1, Attachment 3 – Term and Price Detail, unless otherwise mutually agreed by the Parties in writing.
 - The “Monthly Base Charge” includes the base and one-time tasks and cost of those tasks as set forth in the iSeries SOW, unless otherwise specified herein or in the iSeries SOW. In addition to the base and one-time tasks, the resources included in the Monthly Base Charge are set forth in the baselines defined in Appendix A to Exhibit 1, Attachment 3 – Term and Price Detail.
 - The “Monthly Base Charge” does *not* include the discretionary tasks set forth in the iSeries SOW. Such tasks shall be at additional cost to Cook County, as mutually agreed by the parties in writing prior to commencement of such tasks.

1.3 Other Charges

1.3.1 Pass Through Expenses

Pass through expenses are the Charges to be paid by Consultant to a third party as provided in this Exhibit 1, Attachment 3 – Term and Price Detail and will be billed to Cook County at Consultant’s cost plus an administrative fee of 10% (“Pass Through Expenses”). Pass Through Expenses include but are not limited to: telecommunication expenses outside of those included in the Monthly Base Charge, freight, shipping and handling, travel in performance of the services, etc. (All such travel will conform to Consultant’s guidelines regarding airfares, lodging and per diem expenses.)

1.3.2 ARCs; Charges for Variable Usage.

The additional resource charges ("ARCs") and variable usage charges set forth in Appendix A to Exhibit 1, Attachment 3 – Term and Price Detail shall be used to bill Cook County as such resources are acquired, utilized (except with regard to Consultant labor, which shall be billed pursuant to Section 1.3.3 below). ARC resources will be provided based on documented service request ticket.

1.3.3 Charges for Additional Resources.

The Consultant Hourly Labor Rates set forth in Appendix A to Exhibit 1, Attachment 3 – Term and Price Detail shall be used by Cook County to plan the labor costs related to additional services beyond the scope of the SOW.

Such charges are specific to the support-related charges and do not address any hardware- or software-related or third party charges.

The additional requirements that are beyond the scope of the resources identified in Appendix A to Exhibit 1, Attachment 3 – Term and Price Detail will be priced on a case-by-case basis. Cook County and Consultant will mutually agree in writing on the charges before any such additional resources are utilized and/or ordered.

1.4 Invoicing and Payment Terms

The Monthly Base Charge shall be payable in advance on the first of each calendar month for the term of the iSeries SOW ("Term").

Other Charges set forth in this Exhibit 1, Attachment 3 – Term and Price Detail will be billed in arrears, unless otherwise agreed by the Parties.

Consultant will deliver an invoice to Cook County by the 15th day of the month for the Monthly Base Charge for that month (and for any other Charges that the Parties have agreed will be billed in advance), plus any other Charges for the previous month. Invoices are and payable due as set forth in the Agreement.

1.5 Minimum Monthly Fees

"Minimum Monthly Fees" means the minimum Charges payable for the Services in any monthly period during the Term. The Minimum Monthly Fees shall be equal to 100% of the Monthly Base Charge.

1.6 Early Termination Charges

"Termination Charges" means the amount or charges payable by Cook County upon a termination for convenience pursuant to Article 9, Section d) Early Termination of the Agreement. If Cook County elects to terminate the Agreement for convenience pursuant to the such terms, Cook County shall pay the termination charges set forth in Appendix A to Exhibit 1, Attachment 3 – Term and Price Detail.

1.7 Exit Assistance Services

The Charges set forth above do not include any Exit Assistance Services. If Cook County requires Exit Assistance Services at the end of the initial Term or an renewal or extension thereto, Cook County agrees to pay Consultant for such Exit Assistance Services, based upon Consultant's then current standard hourly rates. Any associated travel, expenses, installation, de-installation, or other charges incurred by Consultant as a result of the transition of the Services will be reimbursed at Consultant cost plus an administrative fee of 10%.

As part of the Exit Assistance Services and subject to reasonable confidentiality requirements (which shall specifically exclude sharing of Acxiom's confidential and/or proprietary information), Acxiom shall provide reasonable cooperation to County's third parties concerning County-specific systems, data and computing environment used in providing the Services.

Upon County's written request and with at least 120 days' prior notice, Acxiom will specifically provide to the County the following County data relating to the Services: (a) SLA statistics, reports and associated raw data; (b) operational logs; (c) the standards and procedures manual (excluding Acxiom proprietary or confidential information); (d) incident and problem logs for at least the previous two (2) years; (e) security features; (f) passwords as agreed upon, and password control policies; and (g) identification of work planned or in progress as of the termination date, including the current status of such work and projects.

ADDENDUM A

To Amendment 5

Mainframe Additional Charges

(Charges, including Termination Fees, related to

Mainframe Additional Hardware and Software, per Addendum B to Amendment 5)

(attach here)

Breakdown of Charges by Month:

| Description | One-time Charge | MO 1-9 | MO 10-25 | Notes |
|--|-----------------|-------------------|----------|---|
| Mainframe | | | | |
| IBM 3590 Tape Drive Maintenance - Clerk of the Circuit Court | | 1,012 | 1,012 | This item may be removed upon 60 days written notice without invoking Termination for Convenience Fee |
| IBM 3745, NCP, and ACP/SSP Maintenance Charge | | 8,500 | | This item may be removed upon 60 days written notice without invoking Termination for Convenience Fee |
| Total Monthly Charges Per Month | \$ - | 9,512 | 1,012 | |
| Total additional Charges for the remainder of the Mainframe Services Term | \$ | 101,800.00 | | |

"MO 1-9" means April 1, 2015, through December 31, 2015

"MO 10-25" means January 1, 2016, through April 30, 2017

Termination Fees

| Termination for Convenience | MO | Year 1 | Year 2 | Year 3 |
|--------------------------------------|----|-----------|----------|----------|
| Monthly Termination Charges Schedule | 1 | \$ 19,024 | \$ 2,024 | \$ 1,012 |
| | 2 | \$ 19,024 | \$ 2,024 | |
| | 3 | \$ 19,024 | \$ 2,024 | |
| | 4 | \$ 19,024 | \$ 2,024 | |
| | 5 | \$ 19,024 | \$ 2,024 | |
| | 6 | \$ 19,024 | \$ 2,024 | |
| | 7 | \$ 19,024 | \$ 2,024 | |
| | 8 | \$ 19,024 | \$ 2,024 | |
| | 9 | \$ 19,024 | \$ 2,024 | |
| | 10 | \$ 2,024 | \$ 2,024 | |
| | 11 | \$ 2,024 | \$ 2,024 | |
| | 12 | \$ 2,024 | \$ 2,024 | |

"MO 1" means April 2015, "MO 2" means May 2015, and so on.

ADDENDUM B

To Amendment 5

Mainframe Additional Hardware and Software

I. Mainframe Hardware

| Equipment Manufacturer | Description | Current Qty | Location | Owner - Financial Responsibility | Maintenance Responsibility - Financial | Maintenance Responsibility - Operational |
|------------------------|--|-------------|--|----------------------------------|--|--|
| IBM | Mainframe:CkC:Circuit_Court:Floor_Drive:Rack:Magstar:Ficon:UCB:2060-2063 | 1 | 118 N. Clark St, 7 th floor Chicago, IL | Acxiom | Acxiom | Cook County |
| IBM | Mainframe:CkC:Circuit_Court:Floor_Drive:CTLR_A:Magstar:Ficon:UCB:2060-2063 | 1 | 118 N. Clark St, 7 th floor Chicago, IL | Acxiom | Acxiom | Cook County |
| IBM | Mainframe:CkC:Circuit_Court:Floor_Drive:Magstar:Ficon:UCB:2060 | 1 | 118 N. Clark St, 7 th floor Chicago, IL | Acxiom | Acxiom | Cook County |
| IBM | Mainframe:CkC:Circuit_Court:Floor_Drive:Magstar:Ficon:UCB:2061 | 1 | 118 N. Clark St, 7 th floor Chicago, IL | Acxiom | Acxiom | Cook County |
| IBM | Mainframe:CkC:Circuit_Court:Floor_Drive:Magstar:Ficon:UCB:2062 | 1 | 118 N. Clark St, 7 th floor Chicago, IL | Acxiom | Acxiom | Cook County |
| IBM | Mainframe:CkC:Circuit_Court:Floor_Drive:Magstar:Ficon:UCB:2063 | 1 | 118 N. Clark St, 7 th floor Chicago, IL | Acxiom | Acxiom | Cook County |
| IBM | Mainframe:CkC:Circuit_Court:Floor_Drive:Rack:Magstar:Ficon:UCB:2070-2073 | 1 | 118 N. Clark St, 7 th floor Chicago, IL | Acxiom | Acxiom | Cook County |
| IBM | Mainframe:CkC:Circuit_Court:Floor_Drive:CTLR_B:Magstar:Ficon:UCB:2070-2073 | 1 | 118 N. Clark St, 7 th floor Chicago, IL | Acxiom | Acxiom | Cook County |
| IBM | Mainframe:CkC:Circuit_Court:Floor_Drive:Magstar:Ficon:UCB:2070 | 1 | 118 N. Clark St, 7 th floor Chicago, IL | Acxiom | Acxiom | Cook County |
| IBM | Mainframe:CkC:Circuit_Court:Floor_Drive:Magstar:Ficon:UCB:2071 | 1 | 118 N. Clark St, 7 th floor Chicago, IL | Acxiom | Acxiom | Cook County |
| IBM | Mainframe:CkC:Circuit_Court:Floor_Drive:Magstar:Ficon:UCB:2072 | 1 | 118 N. Clark St, 7 th floor Chicago, IL | Acxiom | Acxiom | Cook County |
| IBM | Mainframe:CkC:Circuit_Court:Floor_Drive:Magstar:Ficon:UCB:2073 | 1 | 118 N. Clark St, 7 th floor Chicago, IL | Acxiom | Acxiom | Cook County |

2. Mainframe Software

"Maintenance Responsibility – Operational" denotes the party that will provide support for Cook County's LPARs only. Circuit Court will provide Operational support for all software on its LPARs.

| Software Manufacturer | Product Name | License Owner - Financial Responsibility | Maintenance Responsibility - Financial | Maintenance Responsibility - Operational | Comments |
|--------------------------|---|---|--|--|----------|
| MEAS, LLC | MEAS (Mainframe Event Acquisition System | Cook County | Cook County | Cook County | |

NOTES:

1. For software for which Cook County or Circuit Court has License Owner – Financial Responsibility and / or Maintenance Responsibility - Financial, Cook County will be responsible for the cost for licensing and maintenance this software on the mainframe.

Monthly Charges

Breakdown of Charges by Month - 51 month Term

| Service Description | Service Description | | | | | | Notes |
|---|--|--|------------------------------------|------------------------------------|-------------------------------------|--|---|
| | One-time Installation / Migration Charge - Month 1 | One-time Installation / Migration Charge - Month 4 | Monthly Base Charge - Months 1 - 3 | Monthly Base Charge - Months 4 - 6 | Monthly Base Charge - Months 7 - 51 | | |
| Back Up as a Service - Installation - One Time Charge | \$8,000 | | | | | | |
| Back Up as a Service - Monthly Charge | | | \$8,200 | \$8,200 | | | This item may be removed upon 90 days written notice without invoking Termination for Convenience Fee |
| Series System with OS V5.4 - Migration - One Time Charge | | \$25,000 | | | | | |
| Series System OS V5.4 - Hosting - Monthly Charge | | | | \$27,942 | \$27,942 | | |
| 3rd party SW, consents, documentation, license keys, license transfer | | \$14,878 | | | | | |
| Total One-time Charges and Monthly Base Charges | \$8,000 | \$39,878 | \$8,200 | \$36,142 | \$27,942 | | |
| Total Charges for the initial 51-month Term | \$39,878 | | | | | | |

Month 1 (or MO 1) means the first month commencing on April 1, 2015.

Monthly Charges

Breakdown of Charges by Month - 51 month Term

| Service Description | Service Description | | | | | Notes |
|---|--|--|------------------------------------|------------------------------------|-------------------------------------|-------|
| | One-time Installation / Migration Charge - Month 1 | One-time Installation / Migration Charge - Month 4 | Monthly Base Charge - Months 1 - 3 | Monthly Base Charge - Months 4 - 6 | Monthly Base Charge - Months 7 - 51 | |
| Back Up as a Service - Installation - One Time Charge | \$8,000 | | | | | |
| Back Up as a Service - Monthly Charge | | | \$8,200 | \$8,200 | | |
| Series System with OS v5.4 - Migration - One Time Charge | | \$25,000 | | | | |
| Series System OS v5.4 - Hosting - Monthly Charge | | | | \$27,942 | \$27,942 | |
| 3rd party SW, consents, documentation, license keys, license transfer | | \$14,878 | | | | |
| Total One-time Charges and Monthly Base Charges | \$8,000 | \$39,878 | \$8,200 | \$36,142 | \$27,942 | |
| Total Charges for the initial 51-month Term | \$51,337,000 | | | | | |

Month 1 (or MO 1) means the first month commencing on April 1, 2015.

Cook County iSeries – Term and Price Summary - 51 Month Term

Detailed Charges by Month - 51 month Term

| Service Description | Term in Months | Service Commencement Date | One-time Installation / Migration Charge | Monthly Base Charge | Total Monthly Base Charge per Month for Months 1 - 3 | Total Monthly Base Charge per Month for Months 4 - 6 | Total Monthly Base Charge per Month for Months 7 -51 | Notes |
|---|-----------------------|---------------------------|--|---------------------|--|--|--|--|
| Back Up as a Service - Installation - One Time Charge | N/A (one-time charge) | 1-Apr-15 | \$8,000 | | | | | |
| Back Up as a Service - Monthly Charge | 6 | 1-Apr-15 | | \$8,200 | \$8,200 | \$8,200 | | |
| iSeries System with OS v5.4 - Migration - One Time Charge | N/A (one-time charge) | 1-Jul-15 | \$25,000 | | | | | |
| iSeries System OS v5.4 - Hosting - Monthly Charge | 48 | 1-Jul-15 | | \$27,942 | | \$27,942 | | |
| 3rd party SW, consents, documentation, license keys, license transfer | N/A (one-time charge) | 1-Jul-15 | \$14,878 | | | | | |
| Total | | | \$47,878 | \$36,142 | \$8,200 | \$36,142 | \$27,942 | This item may be removed upon 30 days written notice without incurring Termination for Convenience fee |

Months 1 - 3 means April 1, 2015 through June 30, 2015; Months 4-6 means July 1, 2015 through September 30, 2015, and Months 7-51 means October 1, 2015 through June 30, 2019

Baselines

| Baselined Resource | Baseline | Comments |
|---|----------|--|
| Number of months pre-migration testing available | 1 | Limited by time available for duplicate software |
| Number of "mock" migrations | 3 | 1 per LPAR |
| 9117-MMA Power6 570, 6 cores active, 64 GB memory | 1 | |
| LPARs provided | 3 | 3 LPARs on the processor |
| Storage GB | 5,943 | |
| LTO5 Tapes | 100 | |

Axiom Hourly Labor Rates

| Position Description | Metric | Months 1 - 12 | Months 13 - 24 | Months 25 - 36 | Months 37 - 51 |
|--------------------------|--------|---------------|----------------|----------------|----------------|
| AS/400 technical support | Hourly | \$128 | \$132 | \$136 | \$140 |

Months 1 - 12 means April 1, 2015 through March 31, 2016, Months 13-24 means April 1, 2016 through March 31, 2017, and so on.

Termination Charges

| Termination for Convenience | MO | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------------------------------|----|------------|------------|------------|------------|-----------|
| Monthly Termination Charges Schedule | 1 | \$ 707,853 | \$ 587,853 | \$ 418,390 | \$ 253,213 | \$ 46,488 |
| | 2 | \$ 697,853 | \$ 577,853 | \$ 402,894 | \$ 245,253 | \$ 30,992 |
| | 3 | \$ 687,853 | \$ 567,853 | \$ 332,787 | \$ 237,292 | \$ 15,496 |
| | 4 | \$ 677,853 | \$ 557,853 | \$ 324,859 | \$ 168,007 | |
| | 5 | \$ 667,853 | \$ 542,357 | \$ 316,898 | \$ 154,006 | |
| | 6 | \$ 657,853 | \$ 526,861 | \$ 308,938 | \$ 135,023 | |
| | 7 | \$ 647,853 | \$ 511,365 | \$ 300,977 | \$ 116,307 | |
| | 8 | \$ 637,853 | \$ 495,870 | \$ 293,016 | \$ 123,967 | |
| | 9 | \$ 627,853 | \$ 480,374 | \$ 285,056 | \$ 108,471 | |
| | 10 | \$ 617,853 | \$ 464,878 | \$ 277,095 | \$ 92,976 | |
| | 11 | \$ 607,853 | \$ 449,382 | \$ 269,135 | \$ 77,480 | |
| | 12 | \$ 597,853 | \$ 433,886 | \$ 261,174 | \$ 61,984 | |

Month 1 (or MO 1) means the first month commencing on April 1, 2015.
 Year 1 means the first 12 months of the Term commencing on April 1, 2015.

ARCs and RRCs

| | UNIT | Monthly ARC | Monthly RRC |
|-----------|----------------|-------------|-------------|
| Tape LTO5 | tape cartridge | \$5.00 | N/A |