PROFESSIONAL SERVICES AGREEMENT

MAINFRAME AND DEDICATED HOSTING SERVICES

BETWEEN

COOK COUNTY GOVERNMENT BUREAU OF TECHNOLOGY

AND

ENSONO, LLC

CONTRACT NO. 2107-18733

(PURCHASE ORDER NO. 70000194243)

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Ensono, LLC, doing business as a corporation of the State of Delaware hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on July 29, 2021, as evidenced by Board Authorization letter attached hereto as Exhibit 6.

BACKGROUND

Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a)   Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3 and/or the applicable Statement of Work, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement signed by both the County and Contractor before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and/or in a Statement of Work signed by both parties and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" or **"Subconsultant"** means any person or entity with whom Contractor contracts to provide any material part of the Services. For avoidance of doubt, software and hardware providers are not Subcontractors.

"Using Agency" shall mean the department of agency within Cook County including elected officials as set forth in Exhibit 8 (Using Agency Departments).

b) **Interpretation**

    i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

    ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

    iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

    iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

    v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

    vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

    vii) If a conflict occurs among terms of this Agreement, any Statements of Work, exhibits or addendums, the order of priority shall be as follows: the Statement of Work (provided no legal terms are included in the Statement of Work, unless otherwise stated therein), this Agreement, any exhibits or addendums entered into pursuant to this Agreement.

c) **Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

Exhibit 1   Statement of Work and Schedule of Compensation
        A. Mainframe Services
        B. Integrated Property Tax Dedicated Managed Hosting Services
        B1 - B-1 Service Descriptions for Integrated Property Tax Dedicated
        Managed Hosting Services
        C. Disaster Recovery Services (Clerk)
        D. IBMi Services
Exhibit 2   Minority and Women Owned Business Enterprise Commitment
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Exhibit 9   Cook County Information Technology Special Conditions
Exhibit 10   Change Order Template

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR
a)   Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor may provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor may provide include, but are not limited to, those described in Exhibit 1, Statement of Work and Schedule of Compensation and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b)   Deliverables

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables as specifically described and set forth in the applicable Statement of Work. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County. Notwithstanding the foregoing and for avoidance of doubt, Deliverables do not include shared tools, scripts, and other work product not created exclusively for the use of the County, which may be utilized by Contractor to provide the Services ("Contractor Intellectual Property").

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in the Statement of Work. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then Contractor will incur a service level credit as set forth in the applicable Statement of Work.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of the applicable Statement of Work and partial or incomplete Deliverables in no way relieve Contractor of its commitments under the Statement of Work.

c) **Standard of Performance**

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to use a degree of professional skill and care when handling such information.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Upon written request by the County, Contractor will take commercially reasonable efforts to obtain and provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the service levels defined in the applicable Statement of Work, the County will earn a service level credit as defined in the service level agreement of the applicable Statement of Work. The service levels set forth in the applicable Statement of Work will provide the County's sole and exclusive remedy for any Service quality or performance deficiency or failure of any kind applicable to the Services set forth in such Statement of Work.

d) **Personnel**

i) **Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified to perform the Services. If applicable, Contractor must include in Statement of Work, its staff Key Personnel and positions as identified below. The level of staffing may be revised from time to time by mutual agreement of the parties in writing and approved by the County's designated contact, or that person's designee, as provided in this Agreement.

ii) **Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold or delay. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor will work with the County in good faith to address the County's concerns which may include removal of such Key Personnel. A list of Key Personnel, if any, is found in Exhibit 1, Statement of Work and Schedule of Compensation.

iii) **Salaries and Wages**

Contractor and Subconsultants must pay all salaries and wages due to all of their respective employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 2. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) **Insurance**

The Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Agreement the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Agreement.

Unless stated otherwise in a Statement of Work, the Contractor shall require all Subcontractors who are providing a material portion of the Services to provide the applicable insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

Upon written notice to Contractor, the Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers Compensation Insurance**
Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of
$1,000,000 each Accident
$1,000,000 each Employee
$1,000,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**
The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence $1,000,000
General Aggregate $2,000,000
Completed Operations Aggregate $2,000,000

The General Liability policy shall include the following coverages:
      (1) All premises and operations;
      (2) Contractual Liability;
      (3) Products/Completed Operations;
      (4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**
When any vehicles are used in the performance of this Agreement, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than $1,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: $1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Contractor shall secure insurance appropriate to the Contractor's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This insurance shall remain in force for the life of the Contractor's obligations under this Agreement and shall have a limit of liability of not less than $1,000,000 per claim.

If any such policy is written on a claims-made form:
   (1) The retroactive coverage date shall be no later than the effective date of this Agreement.
   (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this Agreement effective date, the Contractor must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(f) **Network Security & Privacy Liability (Cyber)**

The Contractor shall secure coverage for first and third-party claims with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

If any such policy is written on a claims-made form:
   (1) The retroactive coverage date shall be no later than the effective date of this Agreement.
   (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this Agreement effective date, the Contractor must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower

than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**
The Contractor shall provide the Office of the Chief Procurement Officer with sixty (60) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Contractor commences performance of its part of the work, the Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute a contract by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**
All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

i)   Contractor agrees to defend, indemnify, and hold harmless the County, its officers, representatives, elected and appointed officials, agents and employees from and against all losses, arising from a third-party Claim, related to:

(1) injury, death or damage of or to any person or real property or tangible personal property caused by Contractor's negligence, gross negligence, willful or wanton conduct or breach of this Agreement;
(2) any infringement or violation of any property right (including any patent, trademark, copyrights or any other intellectual property infringement); and
(3) injuries to or death of any employee of Contractor or any Subcontractor caused by Contractor's negligence, gross negligence, willful or wanton conduct or breach under any workers compensation statute.

h) **Limitation of Liability**

i) Notwithstanding anything contained herein to the contrary, each party's liability hereunder will be limited to direct damages incurred by the other party for each event which is the subject matter of a claim or cause of action. As used herein, "direct damages" means actual, direct damages incurred by the claiming party which includes by way of example, but are not limited to: (a) the costs of cover incurred by the County to obtain services which are the same as or substantially similar to the Service; (b) the costs to correct deficiencies in the Services rendered by Contractor; (c) the costs incurred by the County to transition to another provider of information management and communication services and/or take some of all of such functions and responsibilities in-house; and (d) the difference in the amounts to be paid to Contractor hereunder and the charges to be paid to such other provider and/or the costs of providing such functions, responsibilities and tasks in-house. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT, REVENUE OR INTEREST, EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

ii) Notwithstanding anything herein to the contrary, the total aggregate liability of a party under or in connection with this Agreement will be limited to the fees paid by the County to the Contractor hereunder in the six (6) months immediately preceding the date the claim arose (the "Liability Cap"). Notwithstanding the foregoing, such Liability Cap shall not apply with respect to: (a) failure to pay fees for the Services; (b) early termination charges as set forth in applicable Statement of Work; (c) damages incurred as a direct result of willful misconduct or gross negligence (defined as the intentional failure to perform a manifest duty in reckless disregard of the consequences ("Gross Negligence") of a party and; (d) claims that are the subject of indemnification as provided in Section 3(g)(1)-(3).

i) **Confidentiality and Ownership of Documents**

Contractor acknowledge and agree that information marked by the County as "Confidential" and provided under this Agreement shall be considered confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of Contractor performance hereunder or as required by law. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party unless otherwise permitted under this Agreement, applicable Statement of Work, or required by law. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data identified as "Confidential" by the County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created uniquely and

exclusively for the County and as a result of the performance of the Services in the applicable Statement of Work (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. Notwithstanding the foregoing, the Contractor Intellectual Property or Confidential Information shall remain Contractor's property. Consultant will not reproduce any Documents or information identified as "Confidential" by the County, whether such reproduction is for Contractor's own purposes or for those of any third-party. During the performance of the Agreement, Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents at all times.

The County acknowledges that its employees may, during the term of this Agreement come into the possession of proprietary or confidential information of Contractor. The County will not use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with the County unless required by law, regulation, or accounting oversight body. Contractor acknowledges that the County may be required to publish or disclose the terms of this Agreement and/or applicable Statements of Work, and any records submitted to the County. If the Contractor has a reasonable, legal basis to assert that any portion of the Agreement, Statements of Work, records or other documents are confidential, proprietary, contain trade secret, or are otherwise not subject to disclosure, the Contractor will provide notice to the County of its position and upon agreement of the parties, said records shall be marked "Confidential" or "Trade Secret" in accordance with the Illinois Freedom of Information Act 5 ILCS 140/1 et seq. Prior to such determination, the Contractor will provide the County with a separate redacted copy of the Agreement, Statement of Work, records, or documents that the Contractor claims as confidential and briefly describe in writing the grounds for claiming exemption from public disclosure. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret". The County will only disclose or publish the redacted copy of the Agreement, Statement of Work, records, or documents, unless otherwise required by law. This provision shall survive termination of the Agreement.

j) **Patents, Copyrights and Licenses**

If applicable, Contractor shall furnish the County or Using Agency, as applicable, with the licenses required for the utilization of the software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. The County or Using Agency, as applicable, must use any software, firmware, or middleware in accordance with the applicable license terms.

In the event the use of any equipment, hardware or software or any part thereof that is used in the provision of Services is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: (1) the right to continue use of the equipment, hardware or software; (2) an equivalent system having the Specifications as provided in this Agreement or (3) Contractor

shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Agreement.

k)   Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Agreement, have access and the right to examine the books, documents, papers, , and records of the Contractor related to the Agreement, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document compliance with performance under the terms of this Agreement.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine the books, documents, and records of such Subcontractor's demonstrating compliance with the applicable terms, conditions or provisions under this Agreement.

In the event the Contractor receives payment under the Agreement, and such payment was billed or paid in error, the Contractor shall promptly refund the payment amount to the County on request, or at the County's option, the County may credit the amount from the next payment due or to become due to the Contractor under any contract with the County.

l)   Subcontracting or Assignment of Agreement or Agreement Funds

Once awarded, the Services under this Agreement or any Statement of Work shall not be subcontracted or assigned, in whole or in part, (i) unless otherwise provided for elsewhere in this Agreement or the applicable Statement of Work, or (ii) without the advance written approval of the Chief Procurement Officer, which approval shall not be unreasonably delayed or withheld; provided that if the Chief Procurement Officer withholds approval, Contractor will be given a reasonable period of time to find a new Subcontractor and the County acknowledges that the price of the applicable Statement of Work may be impacted. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Agreement. The Consultant shall not transfer or assign any Agreement funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Services, in whole or in part, or the unauthorized transfer or assignment of any funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Contractor will provide the County with prior written notice of any change in ownership or control of Contractor. Unless otherwise prohibited by confidentiality obligations, such notice

will include: (i) acquiring entity name, (ii) acquiring entity business address, and (iii) names of acquiring entity owners.

Prior to the commencement of the Agreement, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Agreement by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). Acting with reasonable discretion, the Chief Procurement Officer shall have the right to disapprove any Subcontractor; if the Chief Procurement Officer disapproves of any Subcontractor, it shall provide a reasonable period of time for Contractor to find a new Subcontractor. All Subcontractors shall be subject to the material terms of this Agreement which are relevant to the Services that will be provided by the Subcontractor. If the Chief Procurement Officer has reasonable basis to believe that Contractor's agreements with its Subcontractors breaches the terms of this Agreement, upon written request by the Chief Procurement Officer Ensono will provide a written statement certifying that Contractor's agreement with the applicable Subcontractor conforms to the material terms of this Agreement. If acting under reasonable discretion the Chief Procurement Officer requires further assurances, Contractor will undertake reasonable efforts to address the County's concerns and/or reasonable questions. Notwithstanding anything to the contrary herein, Contractor will not be required to provide any information that will cause it to breach its confidentiality obligations with the respective Subcontractor or related third-party.

The Contractor must disclose the name and business address of each lobbyist whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor will disclose the name and business address of each Subcontractor retained in connection with the provision of Services under this Agreement. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

Upon notice to Contractor, the County reserves the right to prohibit any person from entering any County facility for any reason. All Contractors and Subcontractor of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a)   **Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on August 1, 2021 ("**Effective Date**") and continue until July 31, 2024 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b)   **Timeliness of Performance**

i)   Contractor must provide the Services and Deliverables within the term and within the time limits required under applicable Statement of Work, pursuant to the Service Level Agreement provisions of set forth therein.

ii)   Neither Contractor nor Contractor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, solely to the extent such damages, charges or other losses or expenses are caused solely by the Contractor or its Subcontractors.

c)   **Agreement Extension Option**

Upon mutual agreement, the parties may elect to renew this Agreement for one (1) additional one-year period. If the County wishes to exercise the foregoing renewal option, the County will provide Contractor 60 days' notice prior to the expiration of the Agreement. After reaching agreement on renewal terms, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a)   **Basis of Payment**

The County will make payment within 30 days after receipt of invoice according to the charges stated in each applicable Statement of Work.

b)   **Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Agreements for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. Invoices for new charges shall not include "past due"

amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties. Upon written request by the County and provided Contractor is provided a reasonable period of time, Contractor will provide the County with a report that reflects the amount invoiced as of the date of the request for such report.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Agreement price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Contractor acknowledges that any inaccurate statements or grossly negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment until the matter is resolved, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Contractor must make payment to its Subcontractors in accordance with the payment terms in the agreement between Contractor and Subcontractor, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Agreement and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Agreement, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c)   **Funding**

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d)   **Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever

the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e)   Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Agreement. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f)   Price Reduction

If at any time after the effective date of an applicable Statement of Work, Contractor makes a general price reduction to a service offering to remain competitive in the marketplace, Contractor will extend that price to the County. For avoidance of doubt, the parties acknowledge and agree that the foregoing is not to be interpreted as a 'most favored customer' or 'most favored pricing' clause.

g)   Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Agreement, such credits belong to the County and not any specific Using Agency. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

h)   Termination for Nonpayment of Undisputed Fees

Notwithstanding anything contained herein to the contrary, Contractor may, by giving written notice to the County, terminate this Agreement as of the termination date specified in the termination notice if the County fails to: (a) pay when due undisputed fees under this Agreement; and (b) make payment of such fees within sixty (60) days of the County's receipt of written notice from Contractor of the failure to make such payment provided however and notwithstanding Section 6 of this Agreement, prior to terminating this Agreement a senior executive for both the County and Contractor shall meet within seven (7) business days of the termination date specified in the termination notice to the County to discuss in good faith County's failure to make payment.

ARTICLE 6) DISPUTES

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Except as otherwise provided in this Agreement, any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce their decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review of the decision to the Circuit Court of Cook County or any other court. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, each party shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless (i) authority to do otherwise is granted by the County, the Chief Procurement Officer, a court or regulatory authority, (ii) for nonpayment by the County as specified in this Agreement or applicable Statement of Work; or (iii) this Agreement has been terminated as permitted herein.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Contractor, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the provision or delivery of Services by Contractor under the Agreement including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractor shall be the responsibility of the Contractor.

The Contractor shall secure and pay for federal, state and local licenses, permits and associated fees required for the provision of Services by Contractor as stated in the applicable Statement of Work.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor, to the best of its knowledge:

i)   warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;

ii)   warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii)   warrants that it will not use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv)   warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

v)   represents that it has carefully examined and analyzed the assumptions, provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement and any applicable Statement of Work;

vi)   represents that Contractor and its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii)   acknowledges that to the best of its ability, any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b)   **Ethics**

i)   In addition to the foregoing warranties and representations, Contractor warrants:

        (1)   no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the

compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2)   no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c)   Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

d)   Business Documents

At the request of the County, Contractor must provide a short form good standing certificate.

e)   Conflicts of Interest

i)   No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii)   To the best of its knowledge, Contractor covenants that it, and its Subcontractors, if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii)   If the County has reasonable grounds for believing that a conflict of interest exists involving one or more of Contractor's clients, the County may request that a Contractor executive provide written assurances certifying that to the best of Contractor's knowledge, no such conflict of interest exists. Any such request by the County will be made in writing and Contractor will be given a reasonable period of time to perform due diligence and provide the requested assurance. Contractor is not permitted to engage or knowingly perform any Services for the County to correct any errors on applications or other documents submitted to the County by any of Contractor's past or present clients. If

Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv)   Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v)   The Contractor further covenants that, in the performance of this Agreement, it will not knowingly assign any person having any conflicting interest to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, County will notify Contractor and Contractor and the County will promptly work to resolve such conflict. If conflict is not resolved within sixty (60) days of County notifying Contractor of conflict, the Contractor must terminate such other services immediately upon written request of the County.

f)   Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a)   Events of Default Defined

The following constitute events of default:

i)   Any material misrepresentation, whether grossly negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.

ii)   Contractor's material failure to perform any of its obligations under this Agreement including the following:

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(a)   Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services in accordance with the service levels specified in the applicable Statement of Work and notwithstanding anything to the contrary herein, including but not limited 9(b), the sole remedy for any such failure shall be set forth in the applicable service level agreement;

(b)   Failure to promptly re-perform, as required, the Services that were rejected as erroneous or unsatisfactory in accordance with the service levels specified in the applicable Statement of Work and notwithstanding anything to the contrary herein, the sole remedy for such failure shall be set forth in the applicable service level agreement;

(c)   Failure to comply with the material provisions concerning insurance and nondiscrimination.

iii)   Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

iv)   Failure to comply with Article 7 (Cooperation with Inspector General and Compliance with all Laws) in the performance of the Agreement.

v)   Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b)   **Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. Notwithstanding the foregoing, Contractor will have an opportunity to cure the default within a period of time which must not exceed 30 days, unless extended by the Chief Procurement Officer ("**Cure Period**"). Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer.

The Chief Procurement Officer will give Contractor written notice of the default ("**Default Notice**"). Contractor's Cure Period will begin upon receipt of such Default Notice.   If Contractor fails to cure a Default Notice, the County may invoke any or all of the following remedies:

i)   The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

ii)   The right to seek specific performance, an injunction or any other appropriate equitable remedy;

iii)   The right to money damages;

iv)   The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as each party considers expedient.

c)   Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, in whole, by providing 90 days' notice in writing from the County to Contractor and on the effective date of termination paying the early termination charges specified in the affected Statements of Work. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after receipt of payment of all outstanding Fees payable under the Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance substantially equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d)   Suspension

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. Contractor costs incurred during the suspension period will be due and payable upon resumption of Services. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e)   Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred subject to the liability caps set forth in Section 3(h):

i)   if the County exercises any of its remedies under Section 9.b of this Agreement; or

ii)   if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f)   Prepaid Fees

In the event this Agreement is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, subject to any early termination charges, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts that are refundable to Contractor and were prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10)   GENERAL CONDITIONS

a)   Entire Agreement

i)   **General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii)   **No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements, assumptions or promises expressly contained in this Agreement, Statements of Work and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to:

(a)   the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(b)   the nature of the Services to be performed;

(c)   the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;

(d)   the general conditions which may in any way affect this Agreement or its performance;

(e)   the compensation provisions of this Agreement; or

(f)   any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii)   **Change Control Process**

Amendments and modifications to this Agreement or any Statement of Work will only be made by a written document signed by both parties. Should either party desire to change the Agreement or a Statement of Work, the initiating party will document the request in writing, and if both parties agree to the change, the terms of the change will be documented in a written amendment, change order or other

written document giving effect to the change (an "**Amendment**" or "**Change Order**", as applicable).

b)   **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c)   **Agreement Amendments**

The parties may during the term of the Agreement make amendments to the Agreement but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Agreements not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Agreement by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Agreement beyond $150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Agreement beyond one (1) year or increases the total award amount beyond $150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Agreement. Any amendments to this Agreement made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this Section10.c. Agreement Amendments, no Using Agency or employee thereof has authority to make any amendment to this Agreement.

d)   **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof.

e)   **Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid,

illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) **Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) **Cooperation**

Contractor must at all times make reasonable efforts to cooperate fully with the County. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the parties will use commercially reasonable efforts to assure (i) an orderly transition to another provider of the Services, if any, (ii) orderly demobilization of its own operations in connection with the Services, or (iii) the uninterrupted provision of Services during any transition period, as agreed by the parties, and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration. Notwithstanding the foregoing, any Services performed after the expiration or termination of the Agreement or applicable Statement of Work will be subject to a term and additional charges as agreed to by the parties prior to the performing such Services.

h) **Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement either party, by a proper authority, waives the performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times either party may have waived the performance, requirement or condition. Such waivers must be provided in writing.

i) **Independent Contractor**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent Contractor and not as a representative, employee, agent, or partner of the County.

Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

    i.   **The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.**

j)   **Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract, upon mutual agreement between Contractor and such unit of government.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume, provided that such volume is significant to the overall Agreement. No price adjustment will be made unless agreed upon by both parties.

k)   **Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Agreement (i.e., comparable government procurement). Each entity wishing to reference this Agreement must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Agreement.

l)   **Force Majeure**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Agreement if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's own gross negligence or willful misconduct.

ARTICLE 11)   NOTICES

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered

or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:	Bureau of Technology
	118 N. Clark Street
	Chicago, Illinois 60602
	Attention: Derrick Thomas
and	
	Cook County Chief Procurement Officer
	118 North Clark Street. Room 1018
	Chicago, Illinois 60602
	(Include County Contract Number on all notices)
If to Contractor:	Ensono, LLC
	3333 Finely Rd.
	Downers Grove, IL 60515
	Attention: Chief Legal Officer

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12)   AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1-A

Statement of Work and Schedule of Compensation

MAINFRAME SERVICES

Statement of Work – Mainframe Services

1. Introduction and Project Overview

This Statement of Work ("SOW"), is entered into as of August 1, 2021 ("SOW Effective Date") and is by and between Cook County ("Client") and Ensono, LLC ("Ensono"). This SOW sets forth the scope of work and terms and conditions applicable to the Services to be provided to Client by Ensono (for purposes of this SOW, the "Services"). This SOW is governed by that certain **Professional Services Agreement for Mainframe and Dedicated Hosting Services – Contract No. 2107-18733** having an Effective Date of August 1, 2021 by and between Client and Ensono (the "Agreement").

Overview: Ensono has been providing mainframe services to Client pursuant to the services as set forth in the Contract No. 11-88-061 (based on City Contract 22482) dated December 14, 2011 ("2011 Mainframe Services SOW"). Ensono shall continue providing mainframe services as set forth in this SOW. As of the SOW Effective Date, this SOW deletes in its entirety and replaces the 2011 Mainframe Services SOW.

2. Scope of Work

Ensono will provide the Services as detailed in the Charges section and described in the applicable Service Descriptions. "**Service Descriptions**" refers to the product-specific technical descriptions of the Services, which are attached to this SOW and identified below. The Services include the use of the hardware and software referenced on the Hardware/Software Schedule attached to this SOW as **Exhibit A** (collectively, the "Scope of Work"):

Service Description Inventory

Services Description Title	Exhibit No.
Service Description - Hosted Mainframe (Cook County Bureau of Technology - CC0A & CC0B LPARS)	Exhibit B-1
Service Description - Technical Support Engineer	Exhibit B-2
Service Description - Ensono Service Management Service	Exhibit B-3
Service Description - Ensono Envision Connect Managed Service	Exhibit B-4

3. Acceptance

Client will be deemed to have accepted all Services (including any applicable billing milestones) and documents provided in connection with this SOW that materially conform to the specifications set forth herein, unless Client provides Ensono with written notice describing any failure to conform in reasonable detail promptly, but in any event not later than three (3) business days following Client's receipt thereof. In the event of any such failure to conform, Ensono shall have a reasonable period of time, based on the severity and complexity of the non-conformance, to deliver a conforming Service or document.

4. Term and Optional Extension Period

The Service term shall begin as of the SOW Effective Date and will continue for thirty-six (36) months ("Initial Term"). Upon mutual agreement, the parties may choose extend the Initial Term for up to one (1) twelve (12) month period ("Optional Extension Period") provided County provides to Ensono advance written notice of its intent to extend the Initial Term at least sixty (60) days prior to the expiration of the Initial Term.

5. Assumptions

The following assumptions apply to the Services throughout the Service Term. Any change in these assumptions may result in additional charges.

a. While performing the Services, if Ensono encounters: (i) any concealed or unknown condition, (ii) a Client responsibility contained in this SOW which has not been met, or (iii) a delay caused by Client, then the scope,

schedule and/or fees for this SOW may be equitably adjusted as necessary via execution of a Change Order. If the parties cannot agree to the Change Order, Ensono shall not be obligated to deliver the affected Services.

b. The Services may be performed at a Client facility or remotely, at Ensono's sole discretion.

c. All project documentation, presentations and communication will be in the English language using standard Ensono templates and formats, which constitute Ensono proprietary and confidential information.

d. Ensono has the sole discretion to determine the staffing assignments for its Services utilizing the Ensono U.S. only support model.

e. If, in connection with the provision of the Services, Ensono requires access to any Client facilities, systems or applications, for purposes of obtaining all applicable user IDs, badges or other forms of identification or authorization for all applicable Ensono associates, Ensono agrees to perform Ensono's standard background screens (information relating to which is available upon request) and to provide the applicable associates' full legal names, work phone numbers and work e-mail addresses. If Client requires any additional information or screening, Client agrees to request such information prior to execution of this SOW and acknowledges that such additional information or screening may result in additional charges.

f. Anything not expressly specified in the Scope of Work in the SOW is out of scope.

g. Any request to modify the Scope of Work will be subject to a Change Order. If Ensono, in its discretion, agrees to perform any out of scope services upon Client's request without a Change Order, such services will be provided at Ensono's then-current list rates.

h. The following subcontractors are deemed approved by Client for purposes of this SOW: [None]

Ensono has agreed to assume financial responsibility for certain Software products as described in more detail on Exhibit A. However, with respect to the following Software products, Ensono shall pass through to and charge Client the third party cost plus the Ensono administrative fee of ten percent (10%) ("Pass Through Charge").

Ref. No.	Software Manufacturer	Product Name
01	Systemware	XPTR/DJDE/CICS/Comm
02	Xerox	XPAF / XAOF

6. Client Obligations

In supporting delivery of the Services, Client will perform the obligations described below. Any failure by the Client to timely perform the following obligations may result in additional charges.

a. Provide any notices and obtain any consent required for Ensono to perform Services.

b. Provide Ensono with access to any necessary Client environments (including third party products) to receive and support the Services.

c. Make available such subject matter experts as required by Ensono.

d. Ensure that any applicable third-party service providers attend any workshops as reasonably required by Ensono. Client will further ensure that any such third-party service providers have signed commercially reasonable non-disclosure agreements governing any information exchanged in connection with such workshops. Ensono will use commercially reasonable efforts to provide Client with not less than 5 days' prior notice before any workshop where third party service providers are required to attend.

e. Ensure that existing Client procedural and business process documentation is made available to Ensono in a timely manner prior to the start of the Services.

f. Notify Ensono promptly, but in no event later than 3 business days, following discovery of any inaccuracies or incomplete information in any project documents provided by or to Client.

g. Provide a single point of contact to be the primary interface to Ensono (the "Client Contact"). The Client Contact will be empowered to allocate resources and make decisions on behalf of Client in a timely fashion and responsible for:
    i. Specifically identifying and providing Ensono with access to all relevant Client-controlled information, resources and locations required in connection the Services.
    ii. Providing Ensono the contact information (including name and office and mobile phone numbers) for all Client team members with whom Ensono will interface.
    iii. Attending periodic status meetings to discuss progress and any other issues that arise during the Service Term.

h. Ensure Client team members fulfill their obligations and assigned tasks as defined in the SOW and as agreed between the parties.

i. Manage all necessary communications and change management activities within Client organization in connection with the Services, including but not limited to: Corporate communications, Business process changes, procedural or policy changes, and escalation management on behalf of Client.

j. Ensure that any third parties that may have or acquire an interest in Client's assets are informed and understand that all equipment, peripherals and other assets owned by Ensono that are used in providing the Services belong to Ensono and that Client does not own or have any interest therein, and Client shall cooperate with Ensono in providing any notices or making any filings with governmental entities or otherwise that Ensono deems necessary to clarify or denote its ownership of such assets.

7. Charges

Client shall pay to Ensono all Service Fees and Expenses as further specified in the **Exhibit C** (Charges) (collectively, the "Charges") in accordance with the invoice and payment schedule described in the Agreement.

8. Controls

a. **Status Reports**. Ensono and Client will each make reasonable efforts to meet or speak periodically to review the progress of this SOW and adherence to any applicable schedule. Prior to the performance of this SOW, each party will designate the appropriate personnel to take part in any such meetings.

b. **Change Control**. Client or Ensono may, at any time, request changes to this SOW by submitting a written change request which identifies in reasonable detail each of the following, collectively (each a, "**Change Request**"): summary of the requested change, why the change is needed and timing of when the change is needed.

c. **Change Order.** Proposed changes to this SOW may impact the project schedule, price, or scope. Ensono and Client will evaluate each Change Request, considering the feasibility of the change and impact on other project components. Once a Change Request is accepted by the parties, Ensono will prepare a "**Change Order**" documenting the revisions to the SOW. Changes to the SOW become effective when the Change Order is executed by both Client and Ensono. In the event of any conflicts or inconsistency, the terms of an executed Change Order prevail over those of this SOW. Notwithstanding the foregoing, Client acknowledges and agrees that if a Change Request is raised by Ensono due to a change in assumption or dependency listed in Section 5 (Assumptions) or a failure of the Client to perform a Client Obligation listed in Section 6 (Client Obligations),

such Change Request shall be deemed a mandatory change ("**Mandatory Change**"). If Client does not agree to a Mandatory Change, Ensono may terminate this SOW for cause and Client will be obligated to pay early termination charges as described in this SOW.

9. Service Level Agreement

The Service Level Agreement, which provides Client's sole and exclusive remedies for any Service quality or performance deficiency or failure of any kind applicable to the Services is set forth in **Exhibit D** to this SOW.

10. Miscellaneous

This SOW may be executed in one or more counterparts, which may include the use of electronic signature tools, all of which collectively comprises the final executed and binding SOW. Notwithstanding anything to the contrary in the Agreement, the Service Fees for this SOW are available until the date thirty (30) days following Client's receipt of this SOW (the "**Quote Expiration Date**"). In the event this SOW is not executed by the parties on or before the Quote Expiration Date the SOW shall be cancellable by Ensono in its discretion.

EXHIBIT A – HARDWARE/SOFTWARE SCHEDULE

Ensono will provide the Services for the following Supported Hardware and Supported Software, combined to comprise the "**Environment**". This Exhibit A is intended to clarify, among other things, which parts of the Environment are owned by and belong to each of Ensono and Client.

Definitions:

"Owner – Financial Responsibility" indicates the party responsible for the service charges, purchase price, lease payments or other acquisition costs.

"Maintenance Responsibility Financial" indicates the party responsible for the cost of maintenance and support.

"Maintenance Responsibility Operational" indicates the party responsible for performing or contracting for maintenance, separate from its cost.

1.   **Supported Hardware (Equipment and Peripherals)**

1.1   Ensono Provided Equipment and Peripherals

Ensono will use the following equipment and peripherals at the locations noted below in support of the Services, all of which belong solely to Ensono and shall remain Ensono's property at all times:

     a.   Mainframe Hardware

EQUIPMENT MFR.	DESCRIPTION	MODEL NUMBER	QUANTITY	LOCATION	OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
IBM	CPU*	2965-L02	570 MIPS	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	DASD	DS8870	12,800 GB	Downers Grove, IL	Ensono	Ensono	Ensono
Oracle	Tape Library (silo)	SL8500	Access to 1 Shared	Downers Grove, IL	Ensono	Ensono	Ensono
Oracle	Tape Drive (Silo attached)	T10000	Access to 4 shared	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	Virtual Tape System for migration	3494-B10	Temporary access to 1	Downers Grove, IL	Ensono	Ensono	Ensono
Oracle	Virtual Tape System	VSM4	16 dedicated virtual addresses	Downers Grove, IL	Ensono	Ensono	Ensono
Barr	Print Driver PC (Cook County and Circuit Court)	Barr/PC	2	Cook County Computer Room	Ensono	Ensono	Ensono
*Note: The parties understand (i) that due to the limitation of the operating system, an upgrade of this processor is out of scope and (ii) that the zOS 1.12 is out of support from IBM. All out of scope services may be added via a Change Order signed by both parties.							

Ensono reserves the right to substitute functionally equivalent hardware products in place of those products shown above, provided that such substituted products do not materially and adversely affect the Services. In the event of any such change, Ensono may change the "Processing Rate" or the "number of CPU hours allowed" (whichever measurement is utilized in the Agreement) and Client will be charged in direct proportion to the change in the number of MIPS processed in a CPU hour on the slowest individual processor on which Client's processing is performed. Upon the completion of any processor change, Ensono will perform a standard set of benchmarks on the old and new systems. Ensono will provide Client not less than ten (10) days' prior notice of such benchmarking and Client, at its own cost and with reasonable prior notice to Ensono, shall have an opportunity to perform, at the same times, a standard set of benchmarks of its own to substantiate Ensono's benchmarking results. The composite of the Client and Ensono benchmarks will be used to adjust the rates. If Client benchmarks are not run at the same time as Ensono's benchmarks, Ensono' s benchmarks will be the sole source of the adjustments. In no event shall Client have any ownership interest in any of the equipment or peripherals listed above, all of which shall at all times remain Ensono's property, and Client shall ensure that no third party assets any claim against or interest in or to such assets.

1.2 **Client provided equipment.**

EQUIPMENT MFR.	DESCRIPTION	MODEL NUMBER	QUANTITY	LOCATION	OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
Xerox	Laser Printer (Cook County and Circuit Court)	180mx	4	Cook County Computer Room	Cook County	Cook County	Cook County
NA	Console (Circuit Court)	PC or other device	1	Circuit Court Computer Room	Circuit Court	Circuit Court	Circuit Court

2. **Supported Software**

2.1 **Ensono Licensed Software**

Ensono will provide the following software licenses in support of the Services:

a. Mainframe Software

SOFTWARE MANUFACTURER	PRODUCT NAME	LOCATION	LICENSE OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
BMC	Performance Analyzer for Mainframes (MVR)	Downers Grove, IL	Ensono	Ensono	Ensono
BMC	TrueSight Capacity Optimization for MVS	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-1	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-1/CopyCat	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-90 Services	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-Insight for DB2	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-ISM Crews Catalog Recovery	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-JCLCheck/MVS	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-MIM/MVS	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-Netmaster	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-Netspy	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-OPS/MVS II	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-Panaudit Plus EXTP	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-Panvalet	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-Panvalet Opt for ISPF	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-RCMVS (Remote Console)	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-Spool for MVS	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-SYSVIEW/CICS	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-SYSVIEW/Event Capture Option	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-SYSVIEW/MVS	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-TPX	Downers Grove, IL	Ensono	Ensono	Ensono
CA	CA-View	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	TDMF for z/OS	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	CICS TS for z/OS V3.2	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	Compatibility Fonts	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	Compiler for REXX/370	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	DB2 QMF Enterprise Edition	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	DB2 for z/OS	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	DB2 Utilities Suite V9	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	Enterprise COBOL for z/OS V4	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	IMS V10 Database Manager	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	IPCS	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	Library for REXX/370	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	OGL/370	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	PPFA/370	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	PSF V4 for z/OS	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	Tivoli Asset Discovery for z/OS	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	VS COBOL II Comp Lib and Debug	Downers Grove, IL	Ensono	Ensono	Ensono

SOFTWARE MANUFACTURER	PRODUCT NAME	LOCATION	LICENSE OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
IBM	MQ for z/OS	Downers Grove, IL	Ensono	Ensono	Ensono
IBM	z/OS V1 Base	Downers Grove, IL	Ensono	Ensono	Ensono
MacKinney Systems	Batch to CICS	Downers Grove, IL	Ensono	Ensono	Ensono
MacKinney Systems	Kwik Key	Downers Grove, IL	Ensono	Ensono	Ensono
MacKinney Systems	Logview	Downers Grove, IL	Ensono	Ensono	Ensono
MacKinney Systems	MAPR II	Downers Grove, IL	Ensono	Ensono	Ensono
MacKinney Systems	Message	Downers Grove, IL	Ensono	Ensono	Ensono
MacKinney Systems	Morning News	Downers Grove, IL	Ensono	Ensono	Ensono
MacKinney Systems	Spooler	Downers Grove, IL	Ensono	Ensono	Ensono
SAS	SAS Base	Downers Grove, IL	Ensono	Ensono	Ensono
StorageTek	ExLM	Downers Grove, IL	Ensono	Ensono	Ensono
StorageTek	NCS	Downers Grove, IL	Ensono	Ensono	Ensono
Vanguard Integrity Professionals	Vanguard/ Administrator	Downers Grove, IL	Ensono	Ensono	Ensono
Vanguard Integrity Professionals	Vanguard/ Advisor	Downers Grove, IL	Ensono	Ensono	Ensono
Vanguard Integrity Professionals	Vanguard/ Analyzer	Downers Grove, IL	Ensono	Ensono	Ensono

2.2 Client Licensed Software/Systems

Client will provide the following software and systems in support of the Services. **Client is responsible for any third-party access fees associated with any Client license software and systems used in support of the Services**. Client retains legal and financial responsibility for the above software and, as such, it is not reflected in the Charges for the Services.

a. Mainframe Software

SOFTWARE MANUFACTURER	PRODUCT NAME	LOCATION	LICENSE OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
ASG	Workload Scheduler	Downers Grove, IL	Cook County	Ensono	Ensono
Chicago Soft	MVS/Quickref	Downers Grove, IL	Cook County	Ensono	Ensono
IBM	CICS OTTO for z/OS	Downers Grove, IL	Cook County	Cook County	Ensono
IBM	DB2 Administration Tool V7	Downers Grove, IL	Cook County	Cook County	Ensono
IBM	Debug Tool V10	Downers Grove, IL	Cook County	Ensono	Ensono
IBM	Fault Analyzer V10	Downers Grove, IL	Cook County	Ensono	Ensono
IBM	File Export	Downers Grove, IL	Cook County	Ensono	Ensono
IBM	File Manager V10	Downers Grove, IL	Cook County	Ensono	Ensono
IBM	IMS HALDB Toolkit V3	Downers Grove, IL	Cook County	Cook County	Ensono
IBM	IMS HD Comp Extended V2	Downers Grove, IL	Cook County	Cook County	Ensono
IBM	IMS HP Load V2	Downers Grove, IL	Cook County	Cook County	Ensono
IBM	IMS HP Pointer Checker V3	Downers Grove, IL	Cook County	Cook County	Ensono
IBM	IMS HP Unload V1	Downers Grove, IL	Cook County	Cook County	Ensono
IBM	IMS Index Builder V3	Downers Grove, IL	Cook County	Cook County	Ensono
IBM	Interdependency Analyzer	Downers Grove, IL	Cook County	Cook County	Ensono
IBM	Migration Utility V3	Downers Grove, IL	Cook County	Ensono	Ensono
Northridge	Network Director	Downers Grove, IL	Cook County	Cook County	Ensono
Pitney Bowes Inc. (Group1)	BagTag Option	Downers Grove, IL	Cook County	Cook County	Ensono
Pitney Bowes Inc. (Group1)	Finalist Batch	Downers Grove, IL	Cook County	Cook County	Ensono
Pitney Bowes Inc. (Group1)	Finalist CICS	Downers Grove, IL	Cook County	Cook County	Ensono
Pitney Bowes Inc. (Group1)	Finalist Database	Downers Grove, IL	Cook County	Cook County	Ensono
Pitney Bowes Inc. (Group1)	Finalist DPV	Downers Grove, IL	Cook County	Cook County	Ensono

SOFTWARE MANUFACTURER	PRODUCT NAME	LOCATION	LICENSE OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
Pitney Bowes Inc. (Group1)	Mailstream Plus	Downers Grove, IL	Cook County	Cook County	Ensono
Pitney Bowes Inc. (Group1)	USPS Ref File	Downers Grove, IL	Cook County	Cook County	Ensono
PKWare Inc.	PKZIP for Mainframe	Downers Grove, IL	Cook County	Ensono	Ensono
Proginet	IND$FILE Plus	Downers Grove, IL	Cook County	Cook County	Ensono
SEA	$avrs	Downers Grove, IL	Cook County	Ensono	Ensono
SEA	FastPack	Downers Grove, IL	Cook County	Ensono	Ensono
Syncsort, Inc.	Procsort	Downers Grove, IL	Cook County	Ensono	Ensono
Syncsort, Inc.	Syncsort for z/OS	Downers Grove, IL	Cook County	Ensono	Ensono
Systemware	JHS	Downers Grove, IL	Cook County	Cook County	Ensono
Systemware	XPTR/DJDE/CICS/Comm	Downers Grove, IL	Cook County	Cook County	Ensono
Xerox	XPAF / XAOF	Downers Grove, IL	Cook County	Cook County	Ensono

EXHIBIT B-1

Service Description - Mainframe Hosted Managed Service (Cook County LPARS In Scope: CC0A, CC0B)

SKU: US-MF-SVC-0091

Ensono Mainframe Hosted Managed Service (the "Service") consists of technical support, management, administration, configuration and monitoring services to support a Client's Mainframe environment that is configured and located at an Ensono facility.

Roles and Responsibilities

The following tables list the material tasks and responsibilities for each party for the available Service components, which components, if purchased, will be expressly referenced in Client's Service Order or Statement of Work (collectively a "SOW").

Configuration and Hardware Management

SKU: US-MF-SVC-0138

Task	Ensono	Client
Manage the configuration of all Mainframe equipment including the operating system and related component.	X	
Create documentation of system requirements if system requirement documentation is not available to facilitate the original system build.	X	
Maintain hardware configuration and central database documentation for Ensono's internal use and inventory management.	X	
Perform definition, support and configuration changes for I/O gens, MCL upgrades and new implementations pertaining to the Mainframe hardware environment.	X	
Configure/install Mainframe hardware; schedule and coordinate installation with third party vendor and Client acquisition teams.	X	
Provide advance notification of required updates to Client in accordance with agreed upon change management policies and procedures.	X	
Provide documentation of existing system requirements to facilitate original system build and specific business requirements that would impact the configuration, as they occur.		X
Client is responsible for managing and maintaining hardware maintenance contracts for Client owned hardware equipment and otherwise be financially responsible for Time and Material for hardware.		X

Standard Software Management

SKU: US-MF-SVC-0093

Task	Ensono	Client
Manage the operating system configuration and components with inventory and act upon non-used software and compliancy issues. Apply authorization codes for in scope software.	X	

Plan, coordinate, install, define, support, configure settings, and maintain the operating system and third-party software at vendor-supported version levels, apply software authorization codes and schedule software upgrades[1] to vendor-supported version levels using the Ensono standard software maintenance and deployment process.
 	
Services do not include, and Ensono does not perform, certain tasks which include, but are not limited to, the following:
 	
    ▪ Creating and maintaining custom processes.
    ▪ Modifying custom process/adding custom process parameters.
    ▪ Creating custom skeletons and panels.
    ▪ Creating deployment environments.
    ▪ Incident management related to Client change control including but not limited to ABEND resolutions.
    ▪ Duplicating and/or replicating application environments in whole or partially.
    ▪ Maintaining and/or creating custom interfaces or processes.
    ▪ Building or maintaining custom CICS screens or logon exits.
    ▪ Managing Client custom and home-grown applications.
 	
These tasks can be requested as supplemental chargeable services.
	X	

Monitor software usage to identify obsolete software and unauthorized software usage and remove obsolete and unauthorized software from the system.	X	
Review software maintenance fixes and software alerts on a regular basis for HIPER PTFs and apply relevant PTFs on an emergency and/or regular basis following Client notification.	X	
Perform maintenance updates and PTFs on a yearly basis when available from vendor. [2]	X	
Maintain software products that integrate with or depend on other commercially available software products in Client environment at functionally compatible versions.	X	
Maintain and manage software authorization codes for software which is outlined in the Client Hardware/Software Schedule. Client will maintain its own software as applicable.	X	X
Provide support for Client supported software with initial unloads (only) for third-party application software products.	X	

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[1] Software upgrades are scheduled when software vendors have announced end-of-support dates. A limited number of software products are upgraded and maintained at more current version levels in mutual agreement between Ensono and Client. Typically, these upgrades apply to key subsystems such as database and security software products.

[2] For software products that are out of vendor support, no upgrades or updates will be performed. Break/Fixes only will be applied, and support will be provided on best-effort basis with no SLAs applied.

Task	Ensono	Client
Troubleshoot and resolve system software failures; work directly with software and hardware vendor as needed to resolve defects.	X	
Provide: ▪ Development, support and debugging for Client-written and purchased applications including validating compatibility with Ensono ▪ Regularly scheduled outage windows for a minimum of 4 hours for required hardware maintenance ▪ Support for product installation, customization and maintenance for Client supported software as indicated in the Hardware/Software Schedule.		X

CICS Management

SKU: US-MF-SVC-0124

Task	Ensono	Client
Plan, coordinate, install, define, support, configure settings and maintain CICS and related components, processes, and software and apply maintenance updates and upgrades using the Ensono standard deployment process and according to the applicable Standard or Premium Software Management section of this Service Description.	X	
Perform CICS system level problem determination and resolution and assist with application issues.	X	
Provide: ▪ Development, support and debugging for Client-written and -purchased applications. Validate with Ensono compatibility of Client installed/supported software. ▪ Application architecture and knowledge transfer for Client application teams or application providers. ▪ WSDL generation on behalf of Client is available as a supplemental service.		X

Mainframe Network Administration

SKU: US-MF-SVC-0091

Task	Ensono	Client
Perform: ▪ Mainframe network product installation, version upgrade, maintenance, configuration, and documentation for Mainframe network components. ▪ Definition, support and configuration changes for NCP Gens, TCP/IP definitions, BARR configuration and file transfer. ▪ Network system level problem determination and resolution and assist with application issues.	X	
Provide Network documentation for existing and provisioned network components, manage file transfer process and script setup, configuration, testing and implementation with third-party partners.		X

System Database Administration Services

SKU: US-MF-SVC-0143

Task	Ensono	Client
Plan, coordinate, install, define, support, configure settings, and monitor and maintain the database employed and related components, processes, catalogs, software and apply maintenance updates and upgrades using the Ensono standard deployment process and according to the applicable Standard or Premium Software Management section of this Service Description.	X	
Monitor database systems and perform database system level problem determination and notify Client of potential issues.	X	
Back up physical databases and perform restore/recovery as needed or requested.	X	
Back up logical databases/application database and restore as needed (unless Client has opted for Ensono to provide application DBA service).		X
Provide application database monitoring and security (unless Client has opted for Ensono to provide application DBA service).		X
Perform database system level problem determination and resolution and assist with application issues.	X	
Provide application architecture, development, support and knowledge acquisition for Client application teams, providers or Client written or purchased applications.		X
Provide application database design and changes; validate compatibility of Client installed software with Ensono.		X
Application database backups, monitoring, recovery, utilities and security are Client responsibilities.		X

Capacity Planning and Performance Management

SKU: GLB-MF-SVC-0007

Task	Ensono	Client
Provide: ▪ Standard Capacity Planning Reports and review such reports on a monthly basis. ▪ Trend workloads, forecast sizing requirements and performance impact analysis for technology upgrades, planned changes and application deployments. ▪ Problem determination and recommendations to resolve performance issues, including analysis with application deployments.	X	
Perform: ▪ Annual capacity plan system review, considering trend and future demand, capacity and resource needs. ▪ Review, assess and identify optimization opportunities and make recommendations to the Client for implementation of capacity and performance enhancements. ▪ Troubleshooting to assist application development teams in identifying application problems contributing to performance problems.	X	

Task	Ensono	Client
Review and monitor Mainframe Capacity Reports and utilization data, run ad hoc reports as needed for capacity issues.	X	
Identify, analyze and resolve issues and perform analysis of system level service degradation to determine root cause. Provide support of currently employed performance tools, monitoring and performance automation.	X	
Provide: • Forecast updates for annual growth and business applications that are added and/or removed • Defined, scheduled reports on current resource usage and future capacity projections		X
Resolve application issues that are causing performance problems.		X

Storage Management

SKU: US-MF-SVC-0095

Task	Ensono	Client
Convert Client's storage management environment to Ensono's standard management tools as required; implement or convert to Ensono's tape management system if one is not installed on Client's system.	X	
Manage disk, tape and virtual tape data to Client defined levels of usage and service. Replicate, encrypt and back up operating system and third-party software virtual tape. Support tape related hardware and software. If Client retains Storage devices or subsystems and requires a refresh of those components, a refresh (or additional services) can be requested as a chargeable supplemental service.	X	
Automate tape retention and offsite rotation as defined by Client for Client data backups through tape management definitions and parameters.	X	
Provide recommendations for improved storage processes and assist with storage capacity planning.	X	
Assist with Client backup and recovery processes and provide tape retention and rotation support as applicable, restore datasets from backups as reasonably requested by Client.	X	
Perform: • Offsite rotation and perform off-site tape vaulting for the operating system volume backups • Code tape management definitions per Client's requirements • Make changes to the tape management definitions as required for tape retention and off-site vaulting rules	X	

Task	Ensono	Client
Provide: - Schedule for backups required by Client Application Programmers that will allow for restoration of an application back to a single point of time. Client can choose to base this schedule on current Storage Management Practices. - Client backup recovery and processes with retention, data management policies and offsite rotation requirements, provide storage data management criteria and perform off-site tape vaulting for the operating and software system volume backups. Client can choose to base this schedule on current Storage Management Practices. - Storage requirements, future capacity or technology needs, retention policies including special hardware and/or software requirements and business projections for disk, tape and virtual tape and high utilization periods. This information must be explicitly documented and provided by Client as it cannot be derived by Ensono from any systems.		X
Enable Ensono's storage metering tooling to connect securely to Client's storage systems for reporting.	X	X

System Automation

SKU: US-MF-SVC-0122

Task	Ensono	Client
Implement: - Standard automation rules where Client is using Ensono's standard system automation product; implement automation if it does not currently exist. - Message suppression, Initialization and Process Load (IPL) and automation. - Leveled start up and shutdown for IPL, automated system started task management initialization, shutdown and monitoring and additional Client requested automation	X	
Identify system tasks and/or messages that are candidates for automation, supplement existing automation rules with Ensono standard automation rules as applicable and implement additional or custom automation as identified or requested by the Client.	X	
Provide: - The required information to build the standard operating procedures if such procedures are not available. - Necessary network access to support Ensono standard automated event management activities.		X
Accept the Ensono event monitoring solution automation standard product; provide the required information to build the standard operating procedures if such procedures are not available.		X

Systems Console Monitoring

Task	Ensono	Client
Provide: ▪ Event/exception driven monitoring and console operations 24X7. ▪ Standard daily ticket report in a mutually agreed upon format. ▪ System maintenance timeline for change management process.	X	
Perform system recycles (shutdown/IPL procedures).	X	
Respond to exception notification and perform analysis, recovery processes and escalation to restore services using Ensono incident management processes.	X	
Maintain current and/or develop Standard Operating Procedures (SOP) that includes system maintenance (shutdown/IPL initial program load procedures), problem management, escalation procedures and Client's specific procedures as provided by Client.	X	
Provide the required information to build the SOP playbook.		X

Batch Job Scheduling

Task	Ensono	Client
The following tasks are involved in setup, configuration and operations around batch job scheduling: ▪ Ensure job schedules and configurations are functioning correctly. ▪ Remove obsolete jobs and schedules no longer needed. ▪ Configure and test job scheduled. ▪ Adjust jobs and schedules as needed. ▪ Review and validate recovery procedures. ▪ Automate processes as applicable. Tasks involving scheduler maintenance, such as duplicating application scheduling environments or duplicating complete scheduling environments for a new or copied application, can be requested as a chargeable supplemental service.		X
Configure the scheduling tool to automatically validate the successful completion of each job in accordance with Client's specifications.		X
Provide standard daily ticket report in a mutually agreed upon format.		X
When warranted by major schedule modification or redesign, provide standard forecasting report for job schedule configuration.		X
Client is responsible for production to the extent not included within the scheduling tool.		X
Provide: ▪ Process design for job flow modifications, current/accurate run book documentation, escalation documentation.		X

Task	Ensono	Client
▪ Documented schedule/job playbooks documentation, contact and escalation process.		
Validate schedule configuration(s), test results, documentation and user access to manage scheduling.		X

Batch Monitoring

SKU: US-MF-SVC-0133

Task	Ensono	Client
Monitor production batch processing schedules for ABENDS and batch delays, respond and escalation to exceptions based on Client process documentation.		X
Monitor production batch processing schedules for ad hoc and batch delays, respond and escalation to exceptions based on Client process documentation.		X
Client is responsible for production to the extent not included within the scheduling tool.		X
Provide: ▪ Process design for job flow modifications, current/accurate run book documentation, escalation documentation. ▪ Documented schedule/job playbooks documentation, contact and escalation process.		X
Validate schedule configuration(s), test results, provide documentation and user access to manage scheduling.		X
Resolve application batch processing job failures.		X

Application Change Control – Code Promotion

SKU: US-MF-SVC-0135

Task	Ensono	Client
Move JCL, procedures, control files, load modules, source members and run and recovery documentation from a staging library into a production library utilizing agreed upon change control procedures.		X
Employ a controlled change back out process as needed with notification.		X
Provide documentation detailing Client personnel who are authorized to request a change.		X

Online Report Viewing and Archiving Administration

SKU: US-MF-SVC-0206

Task	Ensono	Client

The following tasks are involved in set up, configuration and operations:
 	
  ▪ Define reports to viewing tool.
  ▪ Ensure viewing and printing or reports.
  ▪ Provide for custom viewing.
  ▪ Manage standard Client viewing, report, archiving and auto printing.
  ▪ Manage access.
  ▪ Provide Client standard reports.
 	
Tasks involving a conversion from one report viewing package to another, duplicating an application and all of its reports, or exit configurations to identify the applicable environment or report version per Client requirements can be requested as a supplemental chargeable service.
	X	

Provide job(s) that generate reports, description of each report, hardcopy distribution requirements and viewing/demand print options.		X

Tape Library Management

SKU: US-MF-SVC-0100

Task	Ensono	Client
Retrieve and mount scratch and input tapes, pull/pre-stage scratches from all defined tape pools.	X	
Pull and verify offsite tapes, prepare all off-site tapes for shipment and pack tapes to be sent offsite.	X	
Maintain a tape library and perform tape management daily utilizing Tape Management System (TMS), rotate vault tapes via automated tape library ejects, manual pulls, or retrieve from other areas.	X	
Manually tape mounts as applicable.	X	
Remove input tapes from an automated tape library for vault shipment or to file in the tape library.	X	
Provide projected business usage that impacts media usage (media type, daily volume, and vault volume), with projections periodically or as requested by Ensono.		X
Maintain agreement with an off-site tape vendor.		X
Provide current TMS at time of migration, tapes in use, scratched, and vaulted at time of migration.		X
Review and update Client's tape retention policies.		X

Basic Security Service

Ensono Mainframe Basic Security Service consists of security advisory services related to Mainframe security. The advisory services provided are either: (a) beyond the scope of existing Standard or Premium Security (as designated in the fully signed statement of work or order agreement) or (b) Mainframe related advisory services when a Client has not contracted for Standard or Premium Security.

Note: This Service is contracted on a monthly basis, using an agreed upon number of hours per month.   All unused monthly hours will expire as of the end of the month. This Service is provided without a response time service level objective. Ensono responses will be provided on a reasonable basis.

SKU: US-MF-SVC-0209

Task	Ensono	Client
Provide advice and review on the following topics as requested by Client: ▪ Client settings for Mainframe security environments. ▪ Client security policies for systems and resources, security administration users, and access control with user ID administration and security policies. ▪ Audit questions relative to the system security of the Mainframe security environments and assist with security improvement initiatives to meet audit requirements. ▪ Industry standard and best practices. ▪ Specific Client customized application and security environments. ▪ Encryption and encryption key management processes and procedures. ▪ Regulatory compliance related to Mainframe Security or Ensono's Mainframe Hosted Service.	X	

Standard Security Services

SKU: US-MF-SVC-0129

Task	Ensono	Client
Provide: ▪ Security support, review settings and modify Mainframe security environments to meet Ensono's minimum requirements retaining highest security level administration. ▪ Client with scoped authority to administer the security for Client users and resources.	X	
Plan, coordinate, install, define, support, configure settings, and monitor and maintain the employed security software and associated databases along with related components, processes, exits, and catalogs and apply security software maintenance as applicable.	X	
Perform Ensono user ID provisioning and access administration for base and add-on security tools.	X	
Manage Ensono security policies for systems and resources, security administration users, and access control with user ID administration and security policies.	X	
Capture and record security event logging records.	X	

Task	Ensono	Client
Respond to audit questions relative to the system security of the Mainframe security environments and assist with security improvement initiatives to meet audit requirements.	X	
Make recommendations regarding industry standard practices.	X	
Daily, review system security reports for critical security events.	X	
Perform Client user ID provisioning and access administration for base and add-on security tools.	X	
Provide: - Security requirements for software and settings. - A list of application-specific security environments and procedures for channeling security problems to Client's security team. - A list of sensitive resources Ensono support personnel should not access and any other security requirements.		X
Work with Ensono to standardize security exits.		X
Notify Ensono of any security abnormalities or breaches.		X
Document access requirements by Ensono users to Client resources.		X
Gain approval from Federal agency for any changes to compliance requirements (for example, using offshore resources for IRS data).		X

Premium Security Services

SKU: US-MF-SVC-0128

Task	Ensono	Client
Premium Security Service includes all the elements of Standard Security Services for Ensono User ID and additionally provides support for the Client's Mainframe resources and user IDs and includes: - Processing of security requests. - Audit support (review and response). - Security assessment prior to migration. - Manifest of Client authorized personnel to make Client security changes.	X	
Provide: - Security requirements, lists, forms, processes and documentation for Mainframe environments, users and resources and authorized users. - A list of application-specific security systems and procedures for channeling security requests to the Client security team. - Support for specific Client application and customized security environments.		X

Standard Encryption Key Management Service

For Hardware Encryption of Data-at-Rest on Tape and Disk Media

SKU: US-MF-SVC-0207

Task	Ensono	Client
Plan, coordinate, install, define, support, configure settings, and maintain out-of-band (non-resident device encryption) hardware encryption key management software. Ensono's standard offerings for Hardware Encryption Key Management Service are: ▪ SKLM (IBM) ▪ OKM (Oracle Key Manager)	X	
For key management systems housed in Ensono datacenters: ▪ Implement and manage the key management access process to physically secure servers, appliances, and other key management equipment. ▪ Conduct periodic reviews and re-authorization of individual access to the physical location where key management infrastructure is stored.	X	
For key management systems housed in the Client's datacenter: ▪ Manage processes around the physical security of encryption key materials housed in Client's data centers.		X
For key management systems housed in a third-party datacenter: ▪ If Ensono holds the contract with the third-party provider, work with provider to manage processes around the physical security of encryption key materials housed in the data center.	X	
For key management systems housed in a third-party datacenter: If Client holds the contract with the third-party provider, work with provider to manage any required processes around the physical security of encryption key materials housed in the data center.		X
Provide: ▪ Requirements for encrypting data-at-rest. ▪ Requirements for management of encryption keys (e.g., re-keying requirements). ▪ Requirements for disaster recovery support. ▪ Requirements for ensuring encryption key management software and hardware is on vendor supported levels. ▪ Documentation regarding existing key management components, processes, procedures, and practices utilized by Client for daily operations and disaster recovery. ▪ Documentation regarding the ongoing support required for encrypted media components.		X
Administer encryption keys using vendor-supplied solutions for providing out-of-band (non-resident device encryption) hardware encryption key management.	X	
Respond to Client and Client third party audits regarding Encryption Key Management processes/procedures.	X	
Make recommendations regarding industry standard and Ensono standard practices.	X	

Task	Ensono	Client
Responsible for the support of encryption key management that differ from Ensono's processes; or (optionally) Ensono will perform this task for an additional fee (e.g., Ensono will support FDRCrypt for an additional fee).		X
Software Encryption of Application Components Crypto Cards and ICSF *KSDS files.		
Support any software-related keys that provide encryption of Client applications.		X
Install Crypto Cards on the processor.	X	
Act as custodian of all master key parts and performance of key rotation activities in production and Disaster Recovery environments that relate to changing the master keys on the Crypto Cards.		X
Perform ancillary activities that are necessary to support master key setup/maintenance (i.e., allocation of new *KDS files and related system PARMLIB updates).	X	
Populate *KDS files if Ensono is responsible for the maintenance of digital certificates, and the digital certificates need to be stored in the ICSF *KDS files.	X	
Populate *KDS files if Client has applications that use keys that must be stored in the ICSF *KDS files.		X

Digital Certificates Service

SKU: US-MF-SVC-0208

Task	Ensono	Client
Provide Ensono with at least thirty (30) days advance notice of digital certificate updates required on the Mainframe. This includes new certificates that are required for Mainframe applications as well as the importation of signing certificates for Client's non-Mainframe platform server certificate or a third-party server certificate. Certificates provided in a timeframe that requires their immediate application due to impending expiration will be implemented on a best-effort basis.		X
Administer SSL/TLS digital certificates that are used for securing data-in-transit.	X	
Make recommendations regarding industry standard and Ensono standard practices.	X	
Identify Client applications that will be affected by digital certificate or other encryption key implementations, rollovers, and renewals.		X
Provide: ▪ Management of end-user testing and production cutover of digital certificate or other encryption key implementations, roll-overs, and renewals as it affects Client's applications (e.g., CICS, MQSeries, etc.). ▪ Client signoff that implementation of new and/or renewed keys is successful relative to their application testing.		X
Where Client requires external certificate authority signing of certificates, work with Ensono to get certificate signing requests processed.		X

EXHIBIT B-2

Service Description - Ensono Service Management Service

Ensono Service Management Service (the "Service") is based on an ITIL framework designed to manage activities and interactions between Ensono and Client to ensure Ensono services are delivered, aligned, and sustained to manage Client's business requirements. The Service is divided into the following Service Categories:
(1) Service Management Resource Support, (2) Monitoring and Management Center ("MMC") Services - Ensono Service Desk, (3) Incident Management, (4) Service Request and Change Request Management, (5) ITIL Process Management, (6) Ensono Standard Reports.

1. Service Management Resource Support.

The Service is delivered and supported by a designated Client Success Manager and /or a Technical Delivery Manager. This is based on Client requirements and/or complexity of the solution; the resources will be provisioned to align specifically to Clients support requirements as set forth in the applicable SOW.

Client Success Manager ("CSM")

The CSM will be the primary business contact for support of Ensono's services. The CSM will be responsible for business coordination including management of service levels, lifecycle process, and service changes. The CSM will provide regular touch-base meetings to discuss service reviews, development planning, and monthly scorecards as outlined in the Governance Overview which is available upon request.

Tasks	Ensono	Client
Service Level Management – management of Ensono services and the Service Level Agreement ("SLA"); conduct monthly service review meetings, provide executive summary on performance, availability, recoverability, insights. Serve as the point of escalation for operational issues.	X	
Demand Management – highlight potential service issues, understand Client requirements, and manage business moves, adds and changes.	X	X
Lifecycle Management – hardware/software maintenance, subscription renewals, communication, and management of end of life products and services.	X	X
Risk Management – documentation and communication of operational risks, co-ordination of disaster recovery activities, and management of security services.	X	X
Continual Service Improvement – proactive service improvement, development of formal Service improvement plans, follow up on feedback, complaints, and Client satisfaction surveys.	X	

Technical Delivery Manager ("TDM")

The TDM will act as an advocate for the Client and work with Ensono Support Teams, providing oversight and guidance in support of the Client's environment and operational requirements.

Tasks	Ensono	Client
Coordinate all technical resources in support of the delivery of Ensono Services, in the Client's steady state environment.	X	
Identify and communicate opportunities for operational process improvements.	X	
Oversee updates and integrity of operational documentation.	X	
Advocate on behalf of the Client to provide ITSM governance (incident, request, change and problem management), per Ensono Standards.	X	

2. Monitoring and Management Center Services - Ensono Service Desk

The Client is responsible for first level service desk operation related to Client Service Requests and Incidents for the Client environment ("**Client Service Desk**") including the initial triage of calls or electronic requests from Client end users ("out of scope service") until Client decides to open a monitoring and management center ("MMC") request or incident ticket with either (i) the Ensono Envision Portal and/or (ii) the Clients Service Management Platform which is integrated with the Ensono Envision Connect Service*.

*Note: The Ensono Envision Connect Service is an API supported integration platform that requires Client to configure connectivity of the Client's existing Service Management Platform to Ensono's Service Now Platform. The Envision Connect Service is a separate service offering and is further described in the Service Description – Envision Connect Service.

Notwithstanding the foregoing, for Severity 1 incidents and/or requests, the Client is required to and shall open a Severity 1 request or incident ticket by calling the Ensono MMC at 1-833-MMC-SERV (Local / Regional Numbers will be provided per Client's business requirements.) Once received, Ensono will review and route the ticket to the applicable Ensono resolution team and perform the second level/in-scope service desk functions during the Ensono Primary Hours of Operation as set forth herein.

Ticket Categories:

- **Incident** is defined as: (ITIL Service Operation) An unplanned interruption to an Ensono service or reduction in the quality of an Ensono service. Failure of a configuration item that has not yet affected an Ensono service is also an Incident (e.g., failure of one disk from a mirror set).

- **Service Request and Change Request** is defined as: (ITIL Service Operation) A formal request from a user for something to be provided or modified (e.g., a request for information or advice, a password reset, or a modification to the Ensono provided service).

Incident Ticket Severity Levels and the Primary Hours of Operation:
Primary Hours of Operations for Incidents, Service Requests and Change Requests are listed in the table below.

Incident Requests – Ensono Primary Hours of Operation	
Incident Severity Level	**Availability of Ensono Resolver Teams**
1	24 X 7 X 365
2	24 X 7 X 365
3	7am - 6pm (Monday to Friday) Ensono Regional Business Hours
4	7am - 6pm (Monday to Friday) Ensono Regional Business Hours
	The Ensono Business Hours Excludes Regional National / Bank Holiday's
Service Requests and Change Requests – Primary Hours of Operation	
Service Requests	24 X 7 X 365
Change Requests	7am - 6pm (Monday to Friday) Ensono Regional Business Hours
	The Ensono Business Hours Excludes Regional National / Bank Holiday's

3. Incident Management

Incident Management Process

The Ensono MMC will perform the following tasks during the Primary Hours of Operation set forth in the Incident Ticket Severity Levels and the Primary Hours of Operation Table above upon receipt of a Client transferred Incident:
- Acknowledge the receipt of the Incident.
- Assign the Incident to an analyst on the appropriate Ensono resolver team.
- Commence efforts to address the Incident.
- Ensono will work on an open Incident until one of the following occurs:

- The underlying problem has been resolved.
- Both the Client and Ensono agree to close it.
- The Incident is determined by Ensono to be outside the scope of the services and transferred back to the Client Service Desk.

Incident Severity Level Assignments

The Client Service Desk will assign a Severity Level to each Incident opened with the Ensono MMC. Severity Level assignments must align to the Incident Severity Level Definition set forth in in Table #3. In the event a Severity Level is not assigned by the Client Service Desk, the Ensono MMC will assign the Severity Level based upon the information provided by the Client in accordance with the definitions set forth in Table #3. One ticket is opened per Incident.

Incident Severity Level Definitions

Incident Severity Level definitions set forth in the table below and will be used for assigning a Severity Level to an Incident as the basis for measuring SLA metrics.

Table #3

Incident Severity Level Definition	Severity Level
Critical Business Impact ▪ The Incident causes complete loss of application(s) supported in the production service environment. ▪ The business operation is mission critical to Client's business. ▪ Work cannot reasonably continue. ▪ The situation is an emergency.	Level 1
Significant Business Impact ▪ Incidents that result in a severe loss of application(s) supported by the production and non-production services environment. ▪ No acceptable workaround is available, however, business operations in the services environment can continue to be conducted in a restricted fashion.	Level 2
Some Business Impact ▪ The problem causes minor loss of the application(s) supported by the production and non-production services environment. ▪ The impact is an inconvenience, which may require a workaround to restore functionality.	Level 3
Minimal Business Impact ▪ The problem causes no loss of use of the applications supported by the production and non-production services environment. ▪ The result is a minor error, incorrect behavior, or a documentation error that does not impede the operation of the system within the applications environment.	Level 4

Incident Severity Level Adjustments

Client may, during the Incident process, downgrade or upgrade an Incident Severity Level in accordance with the Incident Severity Level Definitions as follows:

- Downgrades of Severity Levels: The Incident no longer warrants the Severity Level currently assigned based on its current impact on the Client's environment, the Severity Level will be downgraded to the Severity Level that most appropriately reflects its current impact.
- Upgrade of Severity Levels: The Incident warrants the assignment of a higher Severity Level than that currently assigned based on the current impact on the Client environment, the Severity Level will be upgraded to the Severity Level that most appropriately reflects its current impact.

4. Service Request and Change Request Management

The Ensono MMC will perform the tasks during the Primary Hours of Operation set forth in Table #2 upon receipt of a Client transferred Service Request or Change Request and will categorize the request into one the following three categories.

Service Request and Change Request Categories

Table #4

Request Type	Examples
1. Service Request Execution of pre-defined and qualified work activities that do not require a Change Request.	• User Admin Request • User account administration to Domain, Linux, Mainframe • Password Reset • Client Contact Administration • Backup or Restore Request • Request for information or comments • Database queries (select query only not include alter/update/delete • Request for technical information such as audit requests, log files, configuration data, reporting or monitoring data • Request for technical consultation • Schedule technical bridge call with Client and an Ensono workgroup
2. Change Request – Standard Execution of preapproved changes approved by the Ensono CAB, in partnership with Clients, to complete changes which are routine and have a repeatable method-of-procedure defined. A standard change is typically classified as having low impact risk.	• Stop or start services process • Take servers in/out of load balancer • Additional monitoring/reporting configured • Assignment of additional IP addresses. • Configuration of SSL certificates, DNS records, and simple firewall rules • Remote hands work
3. Change Request - Complex Execution of changes requiring planning, research, analysis, and/or testing. Complex Changes may require multiple workgroups to be involved and/or require a customized method-of-procedure to be documented for Client Change Approval Board ("CAB") review and approval.	• Newly defined ACL and NAT Firewall changes • Network routing changes • Database changes • DR Failover and testing • Re-IP of environment

Service Request and Change Request Urgency Levels

Ensono will also assign one of the following Urgency Levels to the Service Request or Change Request based upon initial triage communication with the Client Service Desk and/or designated Client personnel:

Table #5

Urgency Level	Definition and Examples
Normal	Ensono preferred and standard default urgency level to ensure quality lead time preparation and resource availability planning. • Client application testing or turn-up requiring changes to Ensono managed infrastructure • Planned monthly patching
Expedited	*Client must contact the Ensono MMC by phone at 1-833-MMC-SERV to initiate Expedited Requests and Changes.* Expedited Requests or Changes have high urgency and must be completed as soon as possible to avoid potential business impact or to resolve a high-risk situation. • Client contact termination and immediate action required to remove access • Urgent FW change required to avoid market impact of new application functionality
Emergency	Ensono will process Emergency Changes as required using the Incident Management process.

Service Request and Change Request Methods

Ensono will execute a Service Request or Change Request in one of the following methods.

Table #6

Execution Method	Definition
First-in-First Out	Ensono preferred method of execution when appropriate where the Service Request is picked-up from a queue, marked with Normal Urgency, and executed at any time. Expedited Service Request and Change Request will "queue jump" to be handled as soon as possible.
Scheduled	Ensono will work with the Client to schedule the execution of the Change Request at a specific date and time with the appropriate workgroup(s). This work is often complex or has a high-risk level where execution is best suited in a Client provided window. The changes often require the Client or multiple workgroups to be involved. All Complex changes must be scheduled.

Service Request and Change Request Fulfilment

The following table provides Ensono's general fulfilment objectives for Service Request or Change Request based on the Request Category, Execution Method and Urgency Level.

Table #7

Service Request Fulfilment
First in First Out
Normal   ▪ Normal Service Requests are executed by appropriate workgroup queue by First in First Out methodology with-in **5 business days Completion Target.**   **Expedited / Emergency**   ▪ Expedited Requests are governed by Severity Levels and aligned to Ensono Standard SLA's.   ▪ An Expedited Ticket will be reviewed and mapped to the appropriate severity level and executed accordingly.
Change Request – Standard Fulfilment
Scheduled
Normal   ▪ Normal Scheduled Standard Changes are required to be executed in a mutually agreed forward scheduled appointment **3 Business Days Advanced Notice.**   **Expedited / Emergency**   ▪ Expedited Change Requests are Governed and executed by Severity Level – Guided by Client Business Impact.   ▪ A mutually agreed upon change window will be coordinated and scheduled to **meet client's business requirements.**
Change Request – Complex Fulfilment
Scheduled
Normal   • Normal Scheduled Complex Changes are required to be executed in a mutually agreed **forward scheduled appointment with 10 business days advanced notice**.   **Expedited / Emergency**   • Expedited Complex Change Requests are Governed and executed by Severity Level – Guided by Client Business Impact. A mutually agreed upon change window will be coordinated and scheduled to **meet client's business requirements.**

5.   ITIL Process Management

Event Monitoring Management

Ensono identifies multi-platform health issues across the data center to provide event and alert analysis to ensure continuity of Client business service performance which includes the following tasks.

Table #10

Task	Ensono	Client
Monitoring scope- Ensono managed platforms, configuration items, environmental conditions, software, security and activities (utilization/performance).	X	
Provide standard service specific reports via the Ensono Envision Portal.	X	
Event monitoring management exceptions will be governed and supported by the Ensono Incident and problem management process.	X	

Service Level Management

The following service level objectives will be coordinated during the on-boarding process and maintained and refreshed as part of the Ensono services lifecycle.

Table #11

Task	Ensono	Client
Review SLAs, standard monitoring, and reporting.	X	
Establish, support and improve communication between Ensono and Client.	X	X
Perform SLA reviews quarterly with Client and explore opportunities for service improvement.	X	

Performance Reporting

Ensono reviews and monitors performance and advises Client on existing performance and demand which includes the following tasks.

Table #12

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all performance managed systems.	X	
Generate the data needed for the Client-specific performance reports only for pre-defined systems based on agreed upon scope.	X	
Provide performance management reports to Client via self-service on the Ensono Envision Portal.	X	X
Provide high level quarterly overview of Client's performance.	X	X
Maintain and understand performance and utilization of each IT component under Ensono management.	X	
Utilize reactive performance management whenever necessary for successful performance.	X	

Change Management

Change Management services consist of the planning, implementation, and record keeping of all changes for a Configuration Item ("CI").

Table #13

Task	Ensono	Client
Responsible for managing the Ensono CAB.	X	
Collect information to integrate Client into Ensono's technical change management process.	X	
Validate that the Client can accommodate e-mail notification.	X	
Ensono defined policies and procedures are documented and adhered to for all change requests.	X	
Provide schedule of predefined system downtimes for routine maintenance and other work.	X	
Provide change management reports to Client via self-service on the Ensono Envision Portal	X	
Perform change management within the Ensono service management platform.	X	
Schedule and execute changes in accordance with the Ensono change windows.	X	
Present changes for final scheduling during the Ensono internal CAB.	X	
Execute changes for Client (limited to 100 per month).	X	
Escalates emergency changes.	X	

Task	Ensono	Client
Upon change completion, Ensono will perform and execute a standard post implementation review.	X	
Identify Client associates authorized to request and view changes.		X
Identify list of Client associates to be trained in the use of Ensono's change management process and ticketing system.		X
Provide monthly standard KPI reporting via the Ensono Envision Portal.	X	
Provide continual review and process improvement recommendations on Ensono internal policy.	X	

Configuration Management

Configuration Management services consist of the management of CIs within the Configuration Management Database ("CMDB").

Table #14

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all CIs.	X	
Create initial CI records.	X	
Maintain accuracy of data for all Ensono managed CI records.	X	
Document and maintain all Ensono managed CIs in the CMDB.	X	
Standard CI attributes will be maintained by the CI contact group based on Ensono attribute definitions.	X	
Maintain standard CI relationship for Ensono managed CIs.	X	
Maintain colocation CIs within the CMDB.	X	
Provide standard CI reporting to Client via self-service on the Ensono Envision Portal.	X	
Audit CIs per internal audit schedule and procedure.	X	
Perform configuration management within Ensono's service management platform.	X	

Asset Management

Asset Management Services provide for the inventory and management of all equipment set forth in the Hardware/Software Schedule. The asset information management system will serve as a record of the asset list.

Table #15

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all assets.	X	
Creates initial asset record.	X	
Maintain accuracy of the asset data for all Ensono managed assets.	X	
Collect and store Ensono owned assets for redeployment.	X	
Dispose of Ensono owned assets.	X	
Dispose of Client owned assets.		X
Provide standard asset reporting to Client via self-service on the Ensono Envision Portal.	X	
Audit assets residing in an Ensono data center per Ensono audit schedule and procedure.	X	
Document and maintain Ensono owned asset maintenance contracts.	X	

Problem Management

Problem Management services includes the activities required to diagnose the root cause of Incidents and determine actions for resolution.

Table # 16

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all problems.	X	
Oversee the Problem Management process.	X	
Perform a root cause analysis on all valid Severity 1 Incidents and upon mutual agreement for all other Incidents.	X	
Deliver documented RCA summaries (problem reviews) to Client for review.	X	
Provide standard KPI reporting to Client via self-service on the Ensono Envision Portal.	X	
Perform problem management within the Ensono service management platform.	X	
Maintain work arounds and known errors in a known error database.	X	
Deliver documented RCA summaries (problem reviews) to Client for review.	X	

6. Ensono Standard Reports

Ensono will provide the reports for a Client Managed Service Area at the Frequency set forth in the Reporting Exhibit. Ensono will provide Client access and training to obtain reports via the self-service Envision Portal.

Table #17

Service Area	Report	Is Sample Report Available?	Frequency	Where is the Report Stored?
Mainframe	Performance Metrics	Yes	Monthly	Envision Portal
	DASD Utilization	Yes	Monthly	Envision Portal/ File Library
	Self Service - Ticketing Data Supports reporting for: Console Monitoring/Job Schedule Monitoring/Application Change Control & Schedule Configuration	Yes	Monthly Reports Updated to Portal by CSX Team – To File Library	Envision Portal
Server	CPU Usage (%) Metrics	Yes	Weekly/Monthly	Envision Portal
	Physical Memory Usage % Metrics	Yes	Weekly/Monthly	Envision Portal
	Disk Usage % Metrics	Yes	Weekly/Monthly	Envision Portal
	Data Protection Metrics	Yes	Daily/Weekly/Monthly	Envision Portal
Security	CA-ACF2	No	Daily	Mainframe
	CA-TSS	No	Daily	Mainframe
	IBM RACF	No	Daily	Mainframe
ITIL Governance	ITSM Reporting (Change / Incident / Requests)	Yes	Daily /Monthly	Envision Portal
	Asset Management	Yes	Daily	Envision Portal
	Weekly Operations Report	Yes	Weekly	Envision Portal
	DR Test Execution Report	Yes	By Request	By Request
	Daily Service Review	Yes	Daily	By Request
	Voice of the Client	Yes	Bi-Annual	By Request
	Monthly Operations Review	Yes	Monthly/ Agreed Upon Schedule	Envision Portal
	Service Level Reporting	Yes	Monthly (Service Dependent Agreement)	Envision Portal
	Annual Service Review	Yes	Annual	By Request
	Project Status	Yes	By Request	By Request

EXHIBIT B-3

Service Description – Ensono Envision Connect Managed Service

Ensono Envision Connect (the "Service) is a cloud-based service that allows the Client to send transactions to Ensono through the Client's service management platform and retrieve transactions originating from Ensono and process them on the Client system.

Client will have access to inbound APIs and outbound queues from Ensono Envision Connect to create, update, and comment on tickets as needed. Tickets created or updated by Ensono will be placed into a queue for the Client to retrieve and process. No access will be needed into the Client's system and the Client will be able to select the transactions they want to submit to their service management platform.

Roles and Responsibilities

The following table lists high level tasks and responsibilities to initiate and deploy the Service. Additional details and configuration requirements are detailed in the Ensono Envision Connect Service Guide which will be provided to Client upon request.

A Client Development Resource is required to develop the logic in the Client's ITSM and/or Integration tool for the completion of the integration to Ensono Envision Connect.

Ensono Envison Connect Deployment Milestones

Task	Ensono	Client
Attend Client Kick-Off: Perform Client environment review/discovery and Ensono Connect Service Guide review.	X	X
Perform Client configuration and testing of connectivity to APIs and inbound and outbound tickets.		X
Participate in final testing of the Service integration.	X	X
Provide acceptance of the Service integration.		X
Coordinate production/go-live of the Service integration.	X	X

The Service supports the ITSM processes of incident and service requests as defined in the Ensono Service Management Service Description. All tickets created and sent from the Client to Ensono will be managed via the following two categories:

- **Change Management** is managed via a Change Request triggered from the Client's service management platform and is supported by the Ensono Change Management Process.

- **Problem Management** is processed via Service Request, triggered by a Problem Ticket from the Client's service management platform, and is supported by the Ensono Problem Management Process.

The ITSM Processes for both the Client and Ensono will remain the same.
The Transport of Integration Transactions are made via Transport Layer Security (TLS) 1.3

Exhibit C – Charges

[Mainframe Services SOW]

Client shall pay to Ensono all Service Fees and Expenses as further specified in this Exhibit C (Charges) (collectively, the "Charges") in accordance with the invoice and payment schedule described herein and in the Agreement.

A.   Service Fees.

(i) Client shall pay Ensono the following service fees for all work performed under this SOW ("Service Fees").

Table A-1:

Services	Monthly Recurring Charge ("MRC")		Estimated Annual Charge	Total Charge (Including Estimated Charges)
	August 1, 2021 to November 30, 2021	December 1, 2021 to July 31, 2024	August, 2021 to July, 2024	August 1, 2021 to July 31, 2024*
Mainframe Services	$ 292,586	$ 292,586		$ 10,533,084
Mainframe Hardware Maintenance Service (out of support surcharge)		$ 1,150		$ 36,800
Pass Through Mainframe Software Service - Estimate			$ 73,437	$ 220,310
Total Charge (including estimates)	**$ 292,586**	**$ 293,736**	**$ 73,437**	**$ 10,790,194**
* Note: The Service Initial Term may be extended by County as per SOW, Section 4 (Service Term and Optional Extension Period). The Extended Term Service charge shall be equal to the 2024 MRC plus an indexing factor as defined in this Exhibit C Section F (Indexing).				

(ii) The below-listed estimated charges are estimates only to be used for County's budget purposes only for the additional services as generally described in the attached Exhibit C-1 ("Optional Services – Contract Authority") which may be purchased by County in accordance with a separately established fully signed Change Order which shall include the service term, scope, tasks and service charge.

Table A-2: Optional Services - Contract Authority Items

Optional Service Description	Estimated Monthly Recurring Charge ("Estimated MRC")	Estimated Non-Recurring Charge ("Estimated NRC")
(3) Clerk of Circuit Court - Mainframe Managed Services Adhoc Requests	$ 3,000	
(4) Clerk of Circuit Court Mainframe Application Assessment		$ 200,000
Total Estimated NRC:		**$ 200,000**
Total Estimated MRC:	**$ 3,000**	

B.   Monthly Minimum Fees. In no event will the Monthly Recurring Charges (MRCs) billed for such Services be less than 100% of the then applicable Monthly Recurring Charge.

C.   Termination Fees. In the event Client terminates this SOW prior to the conclusion of the Service Term, provided the Client provides Ensono with no less than ninety (90) days advance written notice of the termination effective date, Client will pay the termination fee Client will pay all accrued but unpaid amounts due under the Agreement and an early termination charge equal to (i) 50% of the then-current MRCs for the affected Services multiplied by the number of months remaining in the Service Term plus (ii) all Out-of-Pocket Costs in connection with such terminated Service. The parties agree that any ETCs in the Agreement constitute liquidated damages and are not intended as a penalty. If a particular Service is terminated upon which another Service is dependent, all such dependent Services will be deemed terminated.

D. **Ensono Flex.** In the event Ensono offers Client another Service, either currently offered by Ensono or developed in the future, which Client would prefer to utilize in place of the Service(s) currently provided under an SOW or Service Order, then in such event, Ensono shall, at Client's request, allow Client to migrate to the new Service(s) provided that (a) the pricing, Service Term and terms and conditions for such replacement Service(s) (including applicable migration) shall be as mutually agreed to by the parties as set forth in a new SOW or Service Order, (b) the new Service shall be provided at a comparable Ensono management tier, and (c) Client will be responsible for Ensono's reasonable and documented out-of-pocket costs but will not be responsible for any otherwise-applicable early termination charges relating to the terminated Service(s).

E. **Expenses**. Notwithstanding anything to the contrary in the Agreement, in addition to the above-described Service Fees, Client shall reimburse Ensono for all reasonable and documented expenses incurred by Ensono in the performance of the Services (collectively, "Expenses"). All travel and related costs and expenses shall be subject to Ensono's current expense guidelines. Ensono will invoice Client for Expenses incurred on a regular basis and Client shall pay Ensono invoices in full in accordance with the payment terms specified in the Agreement.

F. **Annual Indexing.** Notwithstanding any other provision to the contrary and not more than once per calendar year after the Initial Term, Ensono may increase the charges applicable to any Service provided hereunder and the rates as set forth in the Rate Card Table below in an amount not to exceed the latest annual increase in the Consumer Price Index, specifically, the U.S. Department of Labor, Bureau of Labor Statistics "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average". Such increase shall be effective upon the date set forth in Ensono's written notice thereof to Client.

G. **Pass Through Charges.** Ensono shall pay Cook County certain invoices directly to the Cook County invoicer, and Client shall be charged for this service at the amount of the third party invoice plus the Ensono administrative fee of ten percent (10%) ("Pass Through Charge").

H. **Transition Assistance/Exit Assistance.** The Service charges do not include the charges for transfer assistance services. Contractor shall provide transfer assistance services as agreed to by the parties in writing in accordance with a separately established Change Order which shall include the service scope, tasks and charges which shall be based on Contractor's then current standard hourly rates. Any associated travel, expenses, installation, de- installation, or other charges incurred by Contractor as a result of such transition of Services, will be reimbursed at Ensono's cost plus a ten percent (10%) administration fee. In all instances before the expenses are incurred, Cook County's prior written approval is required.

I. **Labor Rates.** Ensono may provide to Client additional services in accordance with a separately signed Change Order which shall include the service, scope, tasks and the charges which may be established based on the hourly rates as set forth in the following Hourly Rate Table.

Hourly Rate Table

Ref.	Service Role	Hourly Rates
01	Project Manager	$155
02	BCDR Professional	$141
03	Systems Engineer	$140
04	Mainframe Systems Programmer	$150
05	Database Administration	$160
06	Network Engineer	$155
07	Infrastructure Lead Architect	$150
08	Security Engineer	$135
09	Scheduling Analyst	$110
10	Production Control Analyst	$90

C-1 Optional Service – Service Information

(Optional Service) -
Clerk of Circuit Court Disaster Recovery Solution Fully Match Production Environment

An increase of 200 CPU MIPS for the Clerk of Circuit Court Disaster Recovery capacity is being offered as an optional contractual offering to match the current CPU MIPS in the production environment. Currently, the CPU MIPS capacities do match between the production and disaster recovery environments.

(Optional Service)
Clerk of Circuit Court - Mainframe Managed Services Adhoc Requests

The optional ad hoc service will serve as a repository of hours to cover labor costs and a mechanism for the Clerk of the Circuit Mainframe Team to request assistance from the Ensono Mainframe Support Team in the event a technical problem is encountered and would require assistance from the Ensono Mainframe Support Team.

(Optional Service)
Clerk of Circuit Court Mainframe Application Assessment

Ensono and its partners will provide a multi-phase approach and methodology for assessing the Cook County Circuit Court mainframe environment, including existing applications, operations, and infrastructure. This assessment will consist of three phases including, Discovery, Analyze, and Design. The output from the assessment will include the target state architecture, migration strategy and roadmap, and other recommendations as appropriate. The mainframe migration assessment for the Cook County Circuit Court will require approximately 10 weeks to complete. The assessment does not include the actual migration execution which will be separately contracted.

Discovery Phase
The discovery phase of the project is where the mainframe data is collected. This data is gathered using automated tools (where applicable) and through questionnaires and workshops with Cook County subject matter experts. The data includes information about the applications, including databases, languages, execution environments, interfaces, and dependencies.

Analyze Phase
The data collected during the discovery phase will be analyzed to determine if there are undocumented application dependencies or unused code. This allows Ensono and its partners to assess the effort to perform the conversion. As a part of the analysis, the migration approach will be refined and any critical risk identified. Cook County subject matter experts will review the migration approach and risks to validate the analysis.

Design Phase
Once the analysis has been completed, the target state architecture will be defined for the application, operational, and infrastructure architectures. A migration strategy is then created which contains roadmaps for each phase of the migration execution. Each of these deliverables will be reviewed with Cook County subject matter experts to ensure understanding and agreement.

EXHIBIT D – Service Level Agreement

1. General

This Exhibit and its Schedule 1 (Critical Service Levels, Key Performance Indicators (KPIs) and Measuring Methodologies and Tools) which is attached hereto and incorporated herein, sets forth the agreement between the parties relating to Service Levels and Key Performance Indicators, against which Ensono's performance of the Services will be measured. Ensono will perform each Service for which a Service Level or Key Performance Indicator has been established in accordance with the terms of this Exhibit.

2. Definitions

Capitalized terms used in this Exhibit and not defined herein will have the meaning set forth in the Agreement.

"**At Risk Amount**" means, for any calendar month during the Term, this Exhibit, Schedule 1 listed At Risk Percentage which is a percentage of the Monthly Charges, which is the aggregate amount that Ensono will have at risk for Critical Service Level Credits, if any, due to Client.

"**Critical Service Level**" means a measurable aspect of performance specified in Schedule 1 with respect to certain Services for which a Service Level Credit may be payable (i.e., "Availability"). Critical Service Levels shall only apply to production environments.

"**Critical Service Level Metric**" means the numerical measurement for a Critical Service Level (i.e., 99.9%).

"**Critical Service Level Credit Weighting Allocation**" means the percentage specified in Schedule 1 as "Allocation" with respect to each Critical Service Level. The sum of the Critical Service Level Credit Weighting Allocation percentages will equal one hundred percent (100%) and each Critical Service Level Credit Weighting Allocation will be subject to the limitations described in Schedule 1.

"**Earnback Credit**" means a credit to be applied to Ensono to offset any otherwise applicable Service Level Credit if, during the Earnback Period, Ensono achieves a Critical Service Level Metric equal to or greater than the applicable Minimum Service Level(s) in effect during the month in which the related Service Level Failure occurred.

"**Earnback Period**" means the one (1) month period immediately following a month in which a Service Level Failure occurs .

"**Ensono Outages**" means the cumulative total unavailability for the Service Environment, as reported by Severity 1 Incident tickets, during the Reporting Window within the Measurement Window of the Service Environment, excluding client outages and planned maintenance.

"**Excluded Event**" means any event that adversely impacts the Service that is caused by (a) the acts or omissions of Client, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Ensono or its designees; (c) force majeure events; (d) Scheduled or emergency maintenance; (e) any suspension of Service pursuant to the Agreement; (f) the unavailability of required Client personnel, including as a result of any failure to provide Ensono with accurate, current contact information; (g) failure of Client to authorize Ensono to perform recommended changes or maintenance; (h) configurations, equipment or services not supported by Ensono; (i) a third party hardware/software bug that does not have a patch; (j) hardware and software for which maintenance is no longer available; or (k) hardware and software without a maintenance agreement.

"Go Live Date" means the date Ensono notifies Client that Ensono has completed all applicable onboarding / transition Services.

"Key Performance Indicator" or **"KPI"** means a performance metric that is not eligible for a Service Level Failure or Service Level Credit but will still be measured and reported by Ensono.

"**Minimum Service Level**" means the level of performance specified in Schedule 1 as "Minimum" for each Service for which a Critical Service Level Metric is established.

"**Monthly Charges**" means the total of Ensono monthly recurring charges (excluding any non-recurring or one-time charges) for its performance of the Services described in this SOW for a single calendar month.

"Measurement Window" means the periodic evaluation and reporting frequency identified for each individual Critical Service Level as specified in Schedule 1.

"Reporting Window" means a calendar month or other period of time as specified in Schedule 1.

"Resolution Time" means the difference between the time the first resolver group(s) receives a ticket for resolution and the time when Ensono resolves the incident or provides a work-around for the incident.

"Response Time" means the difference between the time an incident ticket is submitted and the time the first resolver group(s) accepts a ticket for resolution.

"Service Environment" means any collection or aggregation of two (2) or more Ensono products that are designed to perform in accordance with this SOW. Service Environment may include (without limitation) data center facilities, compute hardware and software (Operating System, Database, Middleware), network and storage used to provide Services.

"Service Environment Availability" means the Client can access and use the material features and functions of the Service in accordance with this SOW.   The percentage availability calculation formula measured over the Measurement Window, is as follows (where "A" = Service Environment Availability, "T" = Total Available Service Time (minutes), and "O_{EA}" = Ensono Outages): $A = (T - O_{EA}) \times 100\% / T$.

"**Service Level Credit**" means a credit in an amount calculated in accordance with Section 3 (Overview of Service Level Credit Process for Service Level Failures) which will be credited to Client by Ensono in connection with Service Level Failures.

"**Service Level Failure**" means, with respect to Critical Service Levels, each month during the Term that Ensono performs a Service at a level below the applicable Minimum Service Level for reasons other than an Excluded Event.

"Service Level Objective" means performance metrics designed to be used during a transition or benchmarking process, which are not eligible for Service Level Credits.

"**Service Level Termination Event**" is defined in Section 10 (Service Level Termination Events) hereof.

"Total Available Service Time" means, the total time in the relevant Reporting Window (i.e.: Monthly Reporting Window: 43,800 minutes of Total Available Service Time = 30.41 calendar days X 24 hours per day X 60 minutes per day).

3. Overview of Service Level Credit Process for Service Level Failures

If a Service Level Failure occurs in any calendar month during the SOW Term (subject to the terms of this Exhibit), Ensono shall provide a Service Level Credit to Client in accordance with this Section 3. Ensono may earn back an

applicable Service Level Credit in accordance with Section 4 (Invoicing and Earnback Credits). Ensono's performance with respect to each Critical Service Level will be measured in accordance with the reports described in Section 5 (Reporting).

Calculation.   For each Service Level Failure, Ensono will provide to Client a Service Level Credit computed in accordance with the following formula:

Service Level Credit = **A x B**

Where:

A = the Critical Service Level Credit Weighting Allocation percentage specified in Schedule 1 for the applicable Critical Service Level; and

B = the At Risk Amount for the month in which the Service Level Failure occurs.

For example, assume that Ensono fails to meet the Minimum Service Level with respect to "P1 Incident Response" (i.e., a Service Level Failure). Assume further that Ensono's Monthly Charges for Services for the month in which the Service Level Failure occurred were $100,000, and the At Risk Amount is 10% or $10,000. Assume further the Critical Service Level Credit Weighting Allocation for P1 Incident Response is 5%. The Service Level Credit due to Client for such Service Level Failure would be $500 and is computed as follows:

> **A** = 5% (the Critical Service Level Credit Weighting Allocation percentage),
>
> multiplied by
>
> **B** = $10,000 ($100,000 Monthly Fee X 10% At Risk Amount),
>
> equals $500.

Limitations. The total amount of all Service Level Credits credited to Client for Service Level Failures in any single calendar month shall not exceed the At Risk Amount for such month. If more than one Service Level Failure occurs in a single month, the sum of the corresponding Service Level Credits will be credited to Client as set forth in this Exhibit, provided, however, that if a single incident results in the failure of Ensono to meet more than one Critical Service Level, then Ensono will issue the largest single Service Level Credit amount and Client shall not be eligible for additional Service Level Credits for the other related failures.

4.   Invoicing and Earnback Credits

In the event of a Service Level Failure, if Ensono fails to achieve an Earnback Credit during the Earnback Period, Ensono will apply the applicable Service Level Credit to the Client's account no later than the second monthly invoice following the applicable Earnback Period. In the event Client earns a Service Level Credit in the final month of the Term, Ensono shall pay to Client the amount of such Service Level Credit within thirty (30) days after the effective date of the termination or expiration of the SOW. Notwithstanding the foregoing, in no event shall Client be entitled to a Service Level Credit if the applicable SOW is terminated or expires prior to the conclusion of the applicable Earnback Period.

5.   Reporting

Each month Ensono will issue a report for the preceding month in which Ensono will (i) notify Client of any Service Level Credits to which Client is entitled and (ii) describe any Service Level Failures that occurred.   In addition to this standard monthly Service Level report, within twenty (20) business days following the end of each month, Ensono will provide Client an additional report that details (a) Ensono's monthly performance with respect to each Critical

Service Level Metric for each month during the last twelve (12) months (or rolling average when in the first twelve (12) months of the applicable Service term), and (b) the total dollar amount of all Service Level Credits earned by Client during the prior month and during the last twelve (12) months.

6. Establishing Critical Service Level Metrics and Minimum Service Levels

The Critical Service Level Metrics and the corresponding Minimum Service Levels are identified in <u>Schedule 1</u>.

7. Reclassification of Service Level and Modification of Allocation of Pool Percentages

<u>Reclassification of Service Levels</u>. Client may reclassify any Service Level (e.g., from KPI to Critical Service Level or from Critical Service Level to KPI) upon 30 days' notice and no more than twice a year and no sooner than six months after the Effective Date, and by sending written notice to Ensono.

<u>Modifications of Allocation of Pool Percentages</u>. When reclassifying a Critical Service Level, Client's notice shall include an appropriately modified Critical Service Level Credit Weighting Allocation for the affected Critical Service Level(s), provided, however, that the total Allocation of Pool Percentages shall not exceed the amount noted in the Critical Service Level Credit Weighting Allocation definition in Section 2.

8. Performance Exceptions

In no event will Ensono be responsible, or will Client be eligible to receive any Service Level Credits, to the extent Ensono's failure to achieve a Critical Service Level is due to an Excluded Event. Client will not be eligible to accrue any otherwise applicable Service Level Credits if Client is in material breach of the Agreement at the time the Service Level Failure occurred, nor will Client be entitled to receive any otherwise available Service Level Credits if Client is in material breach of the Agreement at the time the Service Level Credit is to be issued, provided that the Service Level Credit will be issued once such material breach has been cured, if such breach is cured prior to termination of the SOW.

This Service Level Agreement provides Client's sole and exclusive remedies for any failure to meet the Critical Service Levels. These remedies are as follows:

> *(i) In the event of a Service Level Failure that does not constitute a Service Level Termination Event, as Client's sole and exclusive remedy for such Service Level Failure, Client shall be entitled to receive the applicable Service Level Credits, subject to the terms of this Exhibit; and*

> *(ii) In the event of a Service Level Termination Event, Client shall be entitled to pursue the remedies described in <u>Section 10</u> (Service Level Termination Events) below.*

To clarify, such sole and exclusive remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc.

9. Service Level Termination Events

A **"Service Level Termination Event"** shall be deemed to have occurred if Ensono suffers four (4) Service Level Failures due to a failure to achieve the applicable Minimum Service Level for the same Critical Service Level in any rolling six (6) month period.

In the event of a Service Level Termination Event, Client may either (i) accept the applicable Service Level Credits, in which event such Service Level Credits shall represent Client's sole and exclusive remedy for the applicable Service Level Termination Event, or (ii) decline the applicable Service Level Credits by delivering Ensono written notice not later than thirty (30) days following Client's receipt of the invoice containing the Service Level Credits indicating that

Client intends to decline the applicable Service Level Credits and terminate, in whole, this SOW. If Client declines the applicable Service Level Credits and elects to terminate this SOW, Ensono agrees to reimburse Client for its reasonable and documented out-of-pocket costs to transition the Services in-house or to another service provider not to exceed the initial installation costs for the terminated Services paid by Client to Ensono, subject to the terms of the Agreement.

10. Improvement Plans for Critical Service Level

If Ensono fails to meet any Minimum Service Level(s), Ensono will promptly provide to Client a written plan, subject to Client review, for improving Ensono's performance to meet or exceed the applicable Minimum Service Level(s). Following the implementation of such plan, Ensono will provide to Client monthly status reports containing progress updates until such time as Ensono's performance is in compliance with the applicable Minimum Service Level.

11. Commencement of Obligations

The obligations set forth herein shall commence upon the date one (1) month following the Go Live Date, unless otherwise specified in Schedule 1. The dates used in the column "Measure Begins" represent when Ensono will be responsible for Service Level Credits for any Service Level Failures, subject to the terms of this Exhibit.

12. Stabilization Periods.

During the term of the Services, Ensono or the Client may make changes to hardware or software that affect Ensono's ability to meet the Critical Service Levels. When such changes arise, a performance ramp period shall apply (each, a "Stabilization Period"). The Client shall work with Ensono reasonably and in good faith to agree upon:
- The length of the Stabilization Period and
- Any related changes to the previously established service level metrics.

By way of example but not limitation, the following changes may require a Stabilization Period:
- major release upgrades to the software in the applicable environment;
- the addition of Third Party Software to the applicable environment;
- the addition of additional modules to the applicable environment; or
- major functionality changes to the applicable environment.

For any change not listed above, the parties shall work in good faith to agree upon whether a Stabilization Period is required and as to the length of such period.

EXHIBIT D – Service Level Agreement

Schedule 1

Critical Service Level Metric and Key Performance Indicator Summary											
		Ensono Recuring Service(s):	ALL								
		Monthly Service Fee	$ 291,944	Need current MMR-this is an old number							
		At Risk Dollar Amount:	$ 14,597								
		Total Ensono's At Risk Amount - Expressed in term of percentage of the Monthly Charge					5%				
		SLA Weighting Summary (Must Equal 100%)					100%				
Referance	Ensono Service(s)	Critical Service Levels	Measure Begins	Ensono Hosted Minimum Service Level	Measurement Window	Reporting Window	Critical Service Level Credit Weighting Allocation	Min Critical Service Level Weighting Allocation	Max Critical Service Level Weighting Allocation	Monthly At Risk $ Amount	RIM: Service Level Objectives*
CSL 1.3	Mainframe Service Environment (LPARs CC0A, CC0B, CRC1, CRC2)	Solution Availability	Contract Effective Date	99.80%	7x24	Monthly	50.00%			$ 7,298.60	99.80%
CSL 1.4	Mainframe Service Environment (LPARs CC0A, CC0B)	Mainframe Transaction Response Time	Contract Effective Date	90.00%	7x24	Monthly	25.00%	5%	50%	$ 3,649.30	90.00%
CSL 1.6	Incident Management (LPARs CC0A, CC0B, CRC1, CRC2)	P1 Incident Response	Contract Effective Date	90% <=15 min	7x24	Monthly	25.00%			$ 3,649.30	90% <=15 min
						Check---->	100.0%			$ 14,597	
						Target--->	100.0%				

Key Performance Indicators To Be Used In Monthly Business Reviews						
Referance	Ensono Service(s)	Critical Service Levels	Measure Begins	KPI Target Metric	Measurement Window	Reporting Window
KPI 1.0	Incident Management	P2 Incident Resolution	Contract Effective Date	90% <= 8 Hours	7x24	Monthly
KPI 1.1	Incident Management	P2 Incident Response	Contract Effective Date	90% <= 60 Min	7x24	Monthly
KPI 1.2	Incident Management	P3 Incident Resolution	Contract Effective Date	90% <= 8 Business Hours	7x24	Monthly
KPI 1.3	Incident Management	P3 Incident Response	Contract Effective Date	90% <= 4 Business Hours	7x24	Monthly
KPI 1.4	Incident Management	P4 Incident Resolution	Contract Effective Date	90% <=24 Business Hours	7x24	Monthly
KPI 1.5	Incident Management	P4 Incident Response	Contract Effective Date	90% <=4 Business Hours	7x24	Monthly
KPI 1.7	Change Management	Change Management Success	Contract Effective Date	90.00%	7X24	Monthly
KPI 1.8	Mainframe	CICS Region Availability	Contract Effective Date	99.50%	7x24	Monthly
KPI 1.9	Mainframe	DB2 Availability	Contract Effective Date	99.50%	7x24	Monthly
KPI 1.10	Mainframe	Non-Prod LPAR Availability	Contract Effective Date	90.00%	7x24	Monthly
KPI 1.11	Mainframe	Prod LPAR Availability	Contract Effective Date	99.50%	7x24	Monthly
KPI 1.13	Cross Funcdtional	Root Cause Analysis (RCA) Report	Contract Effective Date	95.00%	7x24	Monthly
KPI 1.14	Disaster Recovery	Mainframe Recovery Point Objective-RTO	Contract Effective Date	4 hours	7x24	Annual
KPI 1.15	Disaster Recovery	Mainframe Recovery Point Objective-RPO	Contract Effective Date	15 min	7x25	Annual

Reference Number	ITIL Service Area	Ensono Service(s)	Service Level Description	SLA Calculation	Minimum Service Level (Opening)	Specific Exclusions	Reporting Interval	What Tool Is Used To Collect The Data
CSL 1.3	Solution Availability	Mainframe Service Environment (LPARs CC0A, CC0B, CRC1, CRC2)	"Service Environment" shall mean any collection or aggregation of two (2) or more Ensono products that are designed to perform in accordance with this Agreement. Service Environment may include but not limited to; the data center facilities, hardware and software used to provide Services.	Availability means the provision of the relevant Services in accordance with the requirements of the Agreement. The % availability calculation formula is as follows, measured over the Reporting Period, as follows (where "A" = Availability, "T" = Total Available Service Time (minutes), OEA = "Ensono Outages"): A = (T – OEA) x 100% / T	99.80%	In terms of measuring the relevant service metrics as part of any responsiveness/restore/availability based Critical Service Level Metrics, the 'clock' will be suspended whilst: a) waiting for the Client; or b) waiting for a Client subcontractor (e.g. an application developer) in respect of a particular activity that the Parties have agreed is the responsibility of the Client.	Monthly	Severity 1 Ticket(s) and RMF Type 70 CPU Interval records
CSL 1.4	Mainframe Transaction Response Time	Mainframe Service Environment (LPARs CC0A, CC0B)	Provide response time for mainframe client transactions in defined production CICS environments within agreed upon response time. Meet response time Service Level Target XX% of the time for the following transactions: Critical Mainframe Client Transactions: (See Table xx for Client list of specific transactions) Response time Service Level Target is x.xx seconds	Percent met = Total number of Critical Mainframe Client Transactions that met their response time Service Level Targets divided by the total number of Critical Mainframe Client Transactions that occurred for the month.	90.00%	For Dedicated mainframe environments, missed Service Level Targets caused by capacity constraints are not included in the "target not met" category.	Monthly	CICS Transaction Records and use SAS and MSG
CSL 1.6	P1 Incident Response	Incident Management (LPARs CC0A, CC0B, CRC1, CRC2)	The amount of time from when an Incident ticket is opened until the ticket is assigned to an Ensono Resolver Team.	Total number of incidents responded within specified time / total number of incidents.	90% <=15 min	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve	Monthly	CASD / Service Now

ITIL Service Area	Classification	Service Level Description	SLA Calculation	Service Level Objective	Specific Exclusions	Reporting Interval	What Tool Is Used To Collect The Data
KPI 1.0	Incident Management	P2 Incident Resolution	The amount of time from when an Incident ticket is opened until the ticket status is either downgraded or closed. Ticket wait time is excluded from overal resolution time.	Total number of incidents resolved within specified time / total number of incidents.	90% <= 8 Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.)	Monthly	CASD/Service Now
KPI 1.1	Incident Management	P2 Incident Response	The amount of time from when an Incident ticket is opened until the ticket is assigned to an Ensono Resolver Team.	Total number of incidents responded within specified time / total number of incidents.	90% <= 60 Min	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.)	Monthly	CASD/Service Now
KPI 1.2	Incident Management	P3 Incident Resolution	The amount of time from when an Incident ticket is opened until the ticket status is either downgraded or closed. Ticket wait time is excluded from overal resolution time.	Total number of incidents resolved within specified time / total number of incidents.	90% <= 8 Business Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.)	Monthly	CASD/Service Now
KPI 1.3	Incident Management	P3 Incident Response	The amount of time from when an Incident ticket is opened until the ticket is assigned to an Ensono Resolver Team.	Total number of incidents responded within specified time / total number of incidents.	90% <= 4 Business Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.)	Monthly	CASD/Service Now
KPI 1.4	Incident Management	P4 Incident Resolution	The amount of time from when an Incident ticket is opened until the ticket status is either downgraded or closed. Ticket wait time is excluded from overal resolution time.	Total number of incidents resolved within specified time / total number of incidents.	90% <=24 Business Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.)	Monthly	CASD/Service Now
KPI 1.5	Incident Management	P4 Incident Response	The amount of time from when an Incident ticket is opened until the ticket is assigned to an Ensono Resolver Team.	Total number of incidents responded within specified time / total number of incidents.	90% <=4 Business Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve	Monthly	CASD/Service Now
KPI 1.6	Client Satisfaction	Net Promotor Score (NPS)	The Net Promoter Score is an index ranging from -100 to 100 that measures the willingness of customers to recommend a company's products or services to others.	Based on NPS scores provided by Client POC(s).	TBD	N/A	Bi-Annual	
KPI 1.7	Change Management	Change Management Success	Changes implemented by Ensono will be closed with a successful status. A successful change is defined as one that completes within the scheduled time frame, doesn't cause an incident and does not require a backout or partial backout.	Measurement for: Total changes closed with a successful change / total changes. Tool / Report for (a): CASD & MO/ On time Change Service Breaches and Change Management Implementation Report	90%	N/A	Monthly	CASD/Service Now
KPI 1.8	Mainframe	CICS Region Availability	Production CICS system environment up to the point of demarcation is available for normal service delivery according to the agreed upon Service Schedule.	Availability for the production CICS regions in production LPAR expressed as a percent = (Availability + Approved Downtime) / (Measurement Window x 100)	99.5%	N/A	Monthly	SMF Type 30 Interval Records
KPI 1.9	Mainframe	DB2 Availability	Production DB2 system environment up to the point of demarcation is available for normal service delivery according to the agreed upon Service Schedule.	Availability for the production DB2 regions in production LPAR expressed as a percent = (Availability + Approved Downtime) / (Measurement Window x 100)	99.50%	N/A	Monthly	SMF Type 30 Interval Records
KPI 1.10	Mainframe	Non-Prod LPAR Availability	Non Production LPARS are up to the point of being available for normal service according to the agreed upon Service Schedule.	Availability for Non Production mainframe LPARs expressed as a percent = (Availability for the Non production LPARs + Approved Downtime) / (Measurement Window x number of LPARS being measured x 100)	90.00%	N/A	Monthly	RMF Type 70 CPU Interval records
KPI 1.11	Mainframe	Prod LPAR Availability	Production LPARS are up to the point of being available for normal service according to the agreed upon Service	Availability for production mainframe LPARs expressed as a percent = (Availability for the	99.50%	N/A	Monthly	RMF Type 70 CPU Interval records
KPI 1.12	Mainframe	MQ Availability	Production MQ system environment up to the point of demarcation is available for normal service delivery	Availability for the production Websphere MQ in production LPAR expressed as a percent =	99.50%	N/A	Monthly	SMF Type 30 Interval Records
KPI 1.13	Cross Funcdtional	Root Cause Analysis (RCA) Report	All Severity 1 Incients, Ensono shall initiate the Problem Management process including the logging of a separate	Measurement: Number of problem tickets logged / Number of Major Priority 1 incidents.	95.00%	N/A	Monthly	RCA Template
KPI 1.14	Disaster Recovery	Mainframe Recovery Point Objective-RTO	Provide RTO for the Disaster Recovery environment to point of database validation	The recovery time objective (RTO) is the targeted duration of time and a service level within which a business process must	4 hours	N/A	Twice annually	Manual Reports
KPI 1.15	Disaster Recovery	Mainframe Recovery Point Objective-RPO	Provide RPO for the Disaster Recovery data replication	A recovery point objective (RPO) is defined by business continuity planning. It is the maximum targeted period in which data might be lost from an	15 min	N/A	Monthly	Manual Reports

EXHIBIT 1-B

Statement of Work and Schedule of Compensation

INTEGRATED PROPERTY TAX DEDICATED MANAGED HOSTING SERVICES

Statement of Work – Integrated Property Tax Dedicated Managed Hosting Service

1. Introduction and Project Overview

This Statement of Work ("SOW"), is entered into as of August 1, 2021 ("SOW Effective Date") and is by and between Cook County ("Client") and Ensono, LLC ("Ensono"). This SOW sets forth the scope of work and terms and conditions applicable to the Services to be provided to Client by Ensono (for purposes of this SOW, the "Services"). This SOW is governed by that certain Professional Services Agreement for Mainframe and Dedicated Hosting Services – Contract No. 2107-18733 having an Effective Date of August 1, 2021 by and between Client and Ensono (the "Agreement").

Overview: Ensono has been providing Integrated Property Tax Dedicated Managed Hosting Service ("IPTS") to Client pursuant to the services as set forth in the Contract No. 11-88-061 (based on City Contract 22482) dated December 14, 2011 ("Initial IPTS SOW"). Ensono shall continue providing IPTS as set forth in this SOW. As of the SOW Effective Date, this SOW deletes in its entirety and replaces the Initial IPTS SOW.

2. Scope of Work

Ensono will provide the Services as detailed in the Charges section and described in the applicable Service Descriptions. "**Service Descriptions**" refers to the product-specific technical descriptions of the Services, which are attached to this SOW and identified below. The Services include the use of the hardware and software referenced on the Hardware/Software Schedule attached to this SOW as Exhibit A (collectively, the "**Scope of Work**"):

Service Description Inventory:

Service Description Title	Exhibit Number
Service Description - VMware Managed Service	Exhibit B-1
Service Description - Operating Systems Managed Service	Exhibit B-2
Service Description - Windows Server Patching Managed Service	Exhibit B-3
Service Description - Linux/Unix Server Patching Managed Service	Exhibit B-4
Service Description - Microsoft SQL Server Database Administration Managed Service	Exhibit B-5
Service Description - Oracle Database Administration Managed Service	Exhibit B-6
Service Description - Backup Managed Service	Exhibit B-7
Service Description - Backup Managed Service – Physical Tape	Exhibit B-8
Service Description - Host Based Data Replication Service	Exhibit B-9
Service Description - Physical Server Managed Service	Exhibit B-10
Service Description - Storage Managed Service	Exhibit B-11
Service Description - Network and Load Balancing Service	Exhibit B-12
Service Description - Managed Threat Appliance	Exhibit B-13
Service Description - Cloud Web Application Firewall (WAF) Managed Service	Exhibit B-14
Service Description - Service Management Service	Exhibit B-15
Service Description - Disaster Recovery Service	Exhibit B-16
Service Description - Media Repository Service	Exhibit B-17

IPTS Network Equipment Upgrade

The network hardware supporting the connectivity of Cook County's Circuits in the Ensono Downers Grove, IL data center as set forth in the Exhibit A (Hardware/Software Schedule) is at end of support and presents a security and stability risk to the workloads running in Ensono's data centers. Ensono shall endeavor to complete the effort to refresh that hardware with four (4) ISR 4431s and two (2) Nexus 9348s ("New Devices") so that the New Devices are operational and under support beginning December 1st 2021.

3. Acceptance

Client will be deemed to have accepted all Services (including any applicable billing milestones) and documents provided in connection with this SOW that materially conform to the specifications set forth herein, unless Client provides Ensono with written notice describing any failure to conform in reasonable detail promptly, but in any event not later than three (3) business days following Client's receipt thereof. In the event of any such failure to conform, Ensono shall have a reasonable period of time, based on the severity and complexity of the non-conformance, to deliver a conforming Service or document.

4. Term and Optional Extension Period

The Service term shall begin as of the SOW Effective Date and will continue for thirty-six (36) months ("Initial Term"). Upon mutual agreement, the parties may choose to extend the Initial Term for up to one (1) twelve (12) month period ("Optional Extension Period") provided County provides to Ensono advance written notice of its intent to extend the Initial Term at least sixty (60) days prior to the expiration of the Initial Term.

Notwithstanding the foregoing, the start date for the IPTS Network Equipment Upgrade Service shall be tentatively scheduled for December 1, 2021 ("Scheduled Date"). If the actual start of services date is different than the Scheduled Date then the parties will establish a Change Order to document the actual date and will change the billing as set forth in Section 7 (Charges) to coincide with the changed date where appropriate to do so.

5. Assumptions

The following assumptions apply to the Services throughout the Service Term. Any change in these assumptions may result in additional charges.

a.   While performing the Services, if Ensono encounters: (i) any concealed or unknown condition, (ii) a Client responsibility contained in this SOW which has not been met, or (iii) a delay caused by Client, then the scope, schedule and/or fees for this SOW may be equitably adjusted as necessary via execution of a Change Order. If the parties cannot agree to the Change Order, Ensono shall not be obligated to deliver the affected Services.

b.   The Services may be performed at a Client facility or remotely, at Ensono's sole discretion.

c.   All project documentation, presentations and communication will be in the English language using standard Ensono templates and formats, which constitute Ensono proprietary and confidential information.

d.   Ensono has the sole discretion to determine the staffing assignments for its Services utilizing the Ensono U.S. only support model.

e.   If, in connection with the provision of the Services, Ensono requires access to any Client facilities, systems or applications, for purposes of obtaining all applicable user IDs, badges or other forms of identification or authorization for all applicable Ensono associates, Ensono agrees to perform Ensono's standard background screens and compliance training (information relating to which is available upon request) and to provide the applicable associates' full legal names, work phone numbers and work e-mail addresses. If Client requires any additional information, training or screening, Client agrees to request such information prior to execution of this SOW and acknowledges that such additional information, training or screening may result in additional charges.

f.   Anything not expressly specified in the Scope of Work in the SOW is out of scope.

g.   Any request to modify the Scope of Work will be subject to a Change Order. If Ensono, in its discretion, agrees to perform any out of scope services upon Client's request without a Change Order, such services will be provided at Ensono's then-current list rates.

h.   The following subcontractors are deemed approved by Client for purposes of this SOW: [None].

i.   Ensono has agreed to assume financial responsibility for certain Software products as described in more detail on Exhibit A. However, there are no Software products third-party invoice that will be paid to the third party by Ensono and passed back to the Client on a Pass Through Charge basis.

6. Client Obligations

In supporting delivery of the Services, Client will perform the obligations described below. Any failure by the Client to timely perform the following obligations may result in additional charges.

a.   Provide any notices and obtain any consent required for Ensono to perform Services.

b.   Provide Ensono with access to any necessary Client environments (including third party products) to receive and support the Services.

c.   Make available such subject matter experts as required by Ensono.

d.   Ensure that any applicable third-party service providers attend any workshops as reasonably required by Ensono. Client will further ensure that any such third-party service providers have signed commercially reasonable non-disclosure agreements governing any information exchanged in connection with such workshops. Ensono will use commercially reasonable efforts to provide Client with not less than 5 days' prior notice before any workshop where third party service providers are required to attend.

e.   Ensure that existing Client procedural and business process documentation is made available to Ensono in a timely manner prior to the start of the Services.

f.   Notify Ensono promptly, but in no event later than 3 business days, following discovery of any inaccuracies or incomplete information in any project documents provided by or to Client.

g.   Provide a single point of contact to be the primary interface to Ensono (the "Client Contact"). The Client Contact will be empowered to allocate resources and make decisions on behalf of Client in a timely fashion and responsible for:

      i.   Specifically identifying and providing Ensono with access to all relevant Client-controlled information, resources and locations required in connection the Services.
      ii.   Providing Ensono the contact information (including name and office and mobile phone numbers) for all Client team members with whom Ensono will interface.
      iii.   Attending periodic status meetings to discuss progress and any other issues that arise during the Service Term.

h.   Ensure Client team members fulfill their obligations and assigned tasks as defined in the SOW and as agreed between the parties.

i.   Manage all necessary communications and change management activities within Client organization in connection with the Services, including but not limited to: Corporate communications, Business process changes, procedural or policy changes, and escalation management on behalf of Client.

j.   Ensure that any third parties that may have or acquire an interest in Client's assets are informed and understand that all equipment, peripherals and other assets owned by Ensono that are used in providing the Services belong to Ensono and that Client does not own or have any interest therein, and Client shall cooperate with Ensono in providing any notices or making any filings with governmental entities or otherwise that Ensono deems necessary to clarify or denote its ownership of such assets.

7. Charges

Client shall pay to Ensono all Service Fees and Expenses as further specified in the **Exhibit C** (Charges) (collectively, the "Charges") in accordance with the invoice and payment schedule described in the Agreement.

8. Controls

a. **Status Reports**. Ensono and Client will each make reasonable efforts to meet or speak periodically to review the progress of this SOW and adherence to any applicable schedule. Prior to the performance of this SOW, each party will designate the appropriate personnel to take part in any such meetings.

b. **Change Control**. Client or Ensono may, at any time, request changes to this SOW by submitting a written change request which identifies in reasonable detail each of the following, collectively (each a, "**Change Request**"): summary of the requested change, why the change is needed and timing of when the change is needed.

c. Proposed changes to this SOW may impact the project schedule, price, or scope. Ensono and Client will evaluate each Change Request, considering the feasibility of the change and impact on other project components. Once a Change Request is accepted by the parties, Ensono will prepare a "**Change Order**" documenting the revisions to the SOW. Changes to the SOW become effective when the Change Order is executed by both Client and Ensono. In the event of any conflicts or inconsistency, the terms of an executed Change Order prevail over those of this SOW. Notwithstanding the foregoing, Client acknowledges and agrees that if a Change Request is raised by Ensono due to a change in assumption or dependency listed in Section 5 (Assumptions) or a failure of the Client to perform a Client Obligation listed in Section 6 (Client Obligations), such Change Request shall be deemed a mandatory change ("**Mandatory Change**"). If Client does not agree to a Mandatory Change, Ensono may terminate this SOW for cause and Client will be obligated to pay early termination charges as described in this SOW.

9. Service Level Agreement

The Service Level Agreement, which provides Client's sole and exclusive remedies for any Service quality or performance deficiency or failure of any kind applicable to the Services is set forth in **Exhibit D** to this SOW.

10. Miscellaneous

This SOW may be executed in one or more counterparts, which may include the use of electronic signature tools, all of which collectively comprises the final executed and binding SOW. Notwithstanding anything to the contrary in the Agreement, the Service Fees for this SOW are available until the date thirty (30) days following Client's receipt of this SOW (the "**Quote Expiration Date**"). In the event this SOW is not executed by the parties on or before the Quote Expiration Date the SOW shall be cancellable by Ensono in its discretion.

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EXHIBIT A – HARDWARE/SOFTWARE SCHEDULE

Ensono will provide the Services for the following Supported Hardware and Supported Software, combined to comprise the "**Environment**". This Exhibit A is intended to clarify, among other things, which parts of the Environment are owned by and belong to each of Ensono and Client.

Definitions:

"Owner – Financial Responsibility" indicates the party responsible for the service charges, purchase price, lease payments or other acquisition costs.

"Maintenance Responsibility Financial" indicates the party responsible for the cost of maintenance and support.

"Maintenance Responsibility Operational" indicates the party responsible for performing or contracting for maintenance, separate from its cost.

1.   Supported Hardware (Equipment and Peripherals)

1.1   Ensono Provided Equipment and Peripherals

Ensono will use the following equipment and peripherals at the locations noted below in support of the Services, all of which belong solely to Ensono and shall remain Ensono's property at all times.

a.   Server Hardware

EQUIPMENT MANUFACTURER	DESCRIPTION	MODEL	QUANTITY	LOCATION	OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
HPE	ESX Host	Proliant DL380 G9	5	Downers Grove, IL	Ensono	Ensono	Ensono
HPE	Oracle RAC Host	Proliant DL380 G9	3	Downers Grove, IL	Ensono	Ensono	Ensono

b.   Network Hardware

EQUIPMENT MANUFACTURER	DESCRIPTION	MODEL	QUANTITY	LOCATION	OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
Cisco	Network Switch	N9K-C93180YC-EX	2	Downers Grove, IL	Ensono	Ensono	Ensono
Cisco	Network Switch	C3560X-24[1]	2	Chicago, IL	Ensono	Ensono	Ensono
Cisco	Network Switch	WS-3560G[1]	2	Downers Grove, IL	Ensono	Ensono	Ensono
Cisco	Router	3925[1]	1	Chicago, IL	Ensono	Ensono	Ensono
Cisco	Router	2911[1]	1	Chicago, IL	Ensono	Ensono	Ensono
Cisco	Router	3925[1]	1	Downers Grove, IL	Ensono	Ensono	Ensono
Cisco	Router	3845[1]	1	Downers Grove, IL	Ensono	Ensono	Ensono
Cisco	Router	ISR 4331[2]	2	Downers Grove, IL	Ensono	Ensono	Ensono
Cisco	Router	ISR 4331[2]	2	Chicago, IL	Ensono	Ensono	Ensono
Cisco	Switch	N9KC9348GCFXP[2]	2	Chicago, IL	Ensono	Ensono	Ensono
f5	Load Balancer	BigIP i4600	2	Downers Grove, IL	Ensono	Ensono	Ensono

c.   Security Hardware

EQUIPMENT MANUFACTURER	DESCRIPTION	MODEL	QUANTITY	LOCATION	OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
Dell	Checkpoint FWs	PowerEdge R740	2	Downers Grove, IL	Ensono	Ensono	Ensono
Radware	Cloud WAF	n/a	50Mbps	n/a	Ensono	Ensono	Ensono

Ensono reserves the right to substitute functionally equivalent hardware products in place of those products shown above, provided that such substituted products do not materially and adversely affect the Services. In the event of any such change, Ensono may change the "Processing Rate" or the "number of CPU hours allowed" (whichever measurement is utilized in the Agreement) and Client will be charged in direct proportion to the change in the number of MIPS processed in a CPU hour on the

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[1] Equipment will be replaced by the Network refresh scheduled to go live on 12/1/2021

[2] Equipment will be installed during the Network Refresh scheduled to go live on 12/1/2021

slowest individual processor on which Client's processing is performed. Upon the completion of any processor change, Ensono will perform a standard set of benchmarks on the old and new systems. Ensono will provide Client not less than ten (10) days' prior notice of such benchmarking and Client, at its own cost and with reasonable prior notice to Ensono, shall have an opportunity to perform, at the same times, a standard set of benchmarks of its own to substantiate Ensono's benchmarking results. The composite of the Client and Ensono benchmarks will be used to adjust the rates. If Client benchmarks are not run at the same time as Ensono's benchmarks, Ensono' s benchmarks will be the sole source of the adjustments. In no event shall Client have any ownership interest in any of the equipment or peripherals listed above, all of which shall at all times remain Ensono's property, and Client shall ensure that no third party assets any claim against or interest in or to such assets.

2. Supported Software

2.1 Ensono Licensed Software

Ensono will provide the following software licenses in support of the Services:

a. Server Software

SOFTWARE MANUFACTURER	PRODUCT NAME	QUANTITY	LOCATION	LICENSE OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL	OS
VMware	VMware vCloud SP Bundle w/ Management	5	Downers Grove, IL	Ensono	Ensono	Ensono	n/a
VMware	VMware vCloud SP Bundle w/ Management	4	Conway, AR	Ensono	Ensono	Ensono	n/a
RedHat	Enterprise Linux	8	Downers Grove, IL	Ensono	Ensono	Ensono	n/a
RedHat	Enterprise Linux	5	Conway, AR	Ensono	Ensono	Ensono	n/a

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

2.2 Client Licensed Software/Systems

Client will provide the following software and systems in support of the Services. **Client is responsible for any third-party access fees associated with any Client license software and systems used in support of the Services**. Client retains legal and financial responsibility for the above software and, as such, it is not reflected in the Charges for the Services.

a. Server Software

SOFTWARE MANUFACTURER	PRODUCT NAME	QUANTITY	LOCATION	LICENSE OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL	OS
Microsoft*	Windows	72	Downers Grove, IL	Cook County	Cook County	Ensono	n/a
Microsoft*	SQL Server	8	Downers Grove, IL	Cook County	Cook County	Ensono	n/a
Microsoft*	Windows	32	Conway, AR	Cook County	Cook County	Ensono	n/a
Microsoft*	SQL Server	2	Conway, AR	Cook County	Cook County	Ensono	n/a
Oracle	Oracle Database Enterprise Edition	8	Downers Grove, IL	Cook County	Cook County	Ensono	n/a
Oracle	Oracle Database Enterprise Edition	5	Conway, AR	Cook County	Cook County	Ensono	n/a

* Client must provide proof of licenses and third-party access within 30 days and be responsible for any applicable fees that may apply.

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

3. Disaster Recovery Environment

Ensono will provide disaster recovery services as described in the applicable Service Order or Statement of Work for the equipment and systems listed below.

EQUIPMENT MANUFACTURER	DESCRIPTION	MODEL	QUANTITY	LOCATION	OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
HPE	ESX Host	Proliant DL380 G9	4	Conway, AR	Ensono	Ensono	Ensono
HPE	Oracle RAC Host	Proliant DL380 G9	3	Conway, AR	Ensono	Ensono	Ensono

The hardware provided for Disaster Recovery may be generation n-1 or n-2 at Ensono's discretion. Should Client utilize functions that require current generation hardware, additional charges will result.

EXHIBIT B

Service Descriptions

[Attached hereto and incorporated herein]

Exhibit C – Charges
[IPTS Service SOW]

Client shall pay to Ensono all Service Fees and Expenses as further specified in this Exhibit C (Charges) (collectively, the "Charges") in accordance with the invoice and payment schedule described herein and in the Agreement.

A.   Service Fees.

(i) Client shall pay Ensono the following service fees for all work performed under this SOW ("Service Fees").

Table A-1:

| Services | Monthly Recurring Charge ("MRC") | | Non-Recurring Charge ("NRC") | Total Charge |
	August 1, 2021 to Nov 30, 2021	Dec. 1, 2021 to July 30, 2024	Dec 1, 2021	August 1, 2021 to July 30, 2024*
IPTS Environmental Dedicated Service (Phase I and Phase II)	$ 96360	$ 96,360		$ 3,468,951
IPTS Connecting Equipment Upgrade		$ 4,421		$ 141,472
IPTS Connecting Equipment Upgrade One Time Set Up Charge			$ 19,982	$ 19,982
Offsite Tape Backup Service	$ 1,000	$ 1,000		$ 36,000
Tape Vaulting (118 N. Clarke)	$ 4,038	$ 4,038		$ 145,368
Total Charge	**$ 101,398**	**$105,819**	**$ 19,982**	**$ 3,811,773**
* Note: The Service Initial Term may be extended by County as per SOW, Section 4 (Service Term and Optional Extension Period). The Extended Term Service charge shall be equal to the 2024 MRC plus an indexing factor as defined in this Exhibit C Section F (Indexing).				

(ii) The below-listed estimated charges are estimates only to be used for County's budget purposes only for the additional services as generally described in the attached Exhibit C-1 ("Optional Services – Contract Authority") which may be purchased by County in accordance with a separately established fully signed Change Order which shall include the service term, scope, tasks and service charge.

Table A-2: Optional Services - Contract Authority Items

Optional Service Description	Estimated Monthly Recurring Charge ("Estimated MRC")	Estimated Non-Recurring Charge ("Estimated NRC")
IPTS Phase III Implementation Service (Phase III)	$ 2,000	
IPTS Phase III Project Service – 140 hours for new projects		$ 21,280
IPTS Oracle Upgrade Service		$ 84,660
IPTS Operating System Upgrade		$ 315,418
IPTS Storage and Capacity for growth		$ 600,000
Total Estimated MRC:	**$ 2,000**	**$ 1,021,358**

B.   Monthly Minimum Fees. In no event will the Monthly Recurring Charges (MRCs) billed for such Services be less than 100% of the then applicable Monthly Recurring Charge.

C.   Termination Fees. In the event Client terminates this SOW prior to the conclusion of the Service Term, provided the Client provides Ensono with no less than ninety (90) days advance written notice of the termination effective date, Client will pay the termination fee Client will pay all accrued but unpaid amounts due under the Agreement and an early termination charge equal to (i) 100% of the then-current MRCs for the affected Services multiplied by the number of months remaining in the Service Term plus (ii) all Out-of-Pocket Costs in connection with such terminated Service. The parties agree that any ETCs in the Agreement constitute liquidated damages and are not intended as a penalty. If a particular Service is terminated upon which another Service is dependent, all such dependent Services will be deemed terminated.

D.   **Ensono Flex.** In the event Ensono offers Client another Service, either currently offered by Ensono or developed in the future, which Client would prefer to utilize in place of the Service(s) currently provided under an SOW or Service Order, then in such event, Ensono shall, at Client's request, allow Client to migrate to the new Service(s) provided that (a) the pricing, Service Term and terms and conditions for such replacement Service(s) (including applicable migration) shall be as mutually agreed to by the parties as set forth in a new SOW or Service Order, (b) the new Service shall be provided at a comparable Ensono management tier, and (c) Client will be responsible for Ensono's reasonable and documented out-of-pocket costs but will not be responsible for any otherwise-applicable early termination charges relating to the terminated Service(s).

E.   **Expenses**. Notwithstanding anything to the contrary in the Agreement, in addition to the above-described Service Fees, Client shall reimburse Ensono for all reasonable and documented expenses incurred by Ensono in the performance of the Services (collectively, "Expenses"). All travel and related costs and expenses shall be subject to Ensono's current expense guidelines. Ensono will invoice Client for Expenses incurred on a regular basis and Client shall pay Ensono invoices in full in accordance with the payment terms specified in the Agreement.

F.   **Indexing.**   Notwithstanding any other provision to the contrary and not more than once per calendar year after the Initial Term, Ensono may increase the charges applicable to any Service provided hereunder and the rates as set forth in the Rate Card Table below in an amount not to exceed the latest annual increase in the Consumer Price Index, specifically, the U.S. Department of Labor, Bureau of Labor Statistics "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average". Such increase shall be effective upon the date set forth in Ensono's written notice thereof to Client.

G.   **Pass Through Charges.**   Ensono shall pay Cook County certain invoices directly to the Cook County invoicer, and Client shall be charged for this service at the amount of the third party invoice plus the Ensono administrative fee of ten percent (10%) ("Pass Through Charge").

H.   **Transition Assistance/Exit Assistance.**   The Service charges do not include the charges for transfer assistance services. Contractor shall provide transfer assistance services as agreed to by the parties in writing in accordance with a separately established Change Order which shall include the service scope, tasks and charges which shall be based on Contractor's then current standard hourly rates. Any associated travel, expenses, installation, de- installation, or other charges incurred by Contractor as a result of such transition of Services, will be reimbursed at Ensono's cost plus a ten percent (10%) administration fee. In all instances before the expenses are incurred, Cook County's prior written approval is required.

I.   **Labor Rates.**   Ensono may provide to Client additional services in accordance with a separately signed Change Order which shall include the service, scope, tasks and the charges which may be established based on the hourly rates as set forth in the following Hourly Rate Table.

Hourly Rate Table

Ref.	Service Role	Hourly Rates
01	Project Manager	$155
02	BCDR Professional	$141
03	Systems Engineer	$140
04	Mainframe Systems Programmer	$150
05	Database Administration	$160
06	Network Engineer	$155
07	Infrastructure Lead Architect	$150
08	Security Engineer	$135
09	Scheduling Analyst	$110
10	Production Control Analyst	$90

Exhibit C – 1

Optional Services – Service Information

Optional Service - Oracle Upgrade to 19c

At the request of the County's vendors, the Oracle databases in Cook County's Ensono hosted IPTS environment are currently built on Oracle 12 which is at end of vendor support. Ensono has included onetime labor charges to upgrade the Oracle 12 databases and RAC infrastructure in the Ensono data center to the current Oracle release of 19c. The estimated charges include an effort of three (3) months in duration for the upgrading of the grid infrastructure on the IPTS (i) six (6) Oracle RAC servers, (ii) twenty (20) stand-alone Oracle databases, and (iii) five (5) Oracle databases replicated with Oracle Data Guard.

Optional Service - Operating System Major Version Upgrade

Cook County's IPTS servers are currently running Windows 2016 and RedHat Enterprise 7. Ensono has included onetime charges in the event County elects to establish a Change Order for the upgrade to the next major release of these operating systems. Due to the need to engage the County's vendors for the replacement of existing servers with new servers built on the desired Windows operating system, the estimated charge assume that the service would be an in-place upgrade for 105 Windows 2016 servers. In place upgrades are not typically recommended as the upgrade may fail or the servers may suffer problems for which the root cause cannot be determined post upgrade so other options are also available for purchase.

As there is no in place upgrade available for RedHat Enterprise at this time, this optional service includes:
- (i) the build of six (6) new Oracle RAC servers and
- (ii) the replacement of twenty-two (22) existing RedHat virtual servers with new virtual servers build to support the County's Oracle workloads.

Optional Service - IPTS Phase III Implementation

Ensono has included the charges for a Phase III implementation which includes the implementation and support of eight (8) windows 2016 servers, four (4) of which require the installation of Windows SQL Server, and an additional 8TB of storage. The estimated charge assumes no additional compute or network resources are necessary.

Optional Service - IPTS Storage and Capacity for Growth

Storage and capacity needed in the IPTS environment to accommodate the migration of data from other sources as well as the organic growth of the environment.

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EXHIBIT D

SERVICE LEVEL AGREEMENT

1.   General

This Exhibit and Schedule 1 (Critical Service Levels, Key Performance Indicators (KPIs) and Measuring Methodologies and Tools) attached hereto and incorporated herein, sets forth the agreement between the parties relating to Service Levels and Key Performance Indicators, against which Ensono's performance of the Services will be measured. Ensono will perform each Service for which a Service Level or Key Performance Indicator has been established in accordance with the terms of this Exhibit.

2.   Definitions

Capitalized terms used in this Exhibit and not defined herein will have the meaning set forth in the Agreement.

"**At Risk Amount**" means, for any calendar month during the Term, this Exhibit, Schedule 1 listed At Risk Percentage which is a percentage of the Monthly Charges, which is the aggregate amount that Ensono will have at risk for Critical Service Level Credits, if any, due to Client.

"**Critical Service Level**" means a measurable aspect of performance specified in Schedule 1 with respect to certain Services for which a Service Level Credit may be payable (i.e., "Availability"). Critical Service Levels shall only apply to production environments.

"**Critical Service Level Metric**" means the numerical measurement for a Critical Service Level (i.e., 99.9%).

"**Critical Service Level Credit Weighting Allocation**" means the percentage specified in Schedule 1 as "Allocation" with respect to each Critical Service Level. The sum of the Critical Service Level Credit Weighting Allocation percentages will equal one hundred percent (100%) and each Critical Service Level Credit Weighting Allocation will be subject to the limitations described in Schedule 1.

"**Earnback Credit**" means a credit to be applied to Ensono to offset any otherwise applicable Service Level Credit if, during the Earnback Period, Ensono achieves a Critical Service Level Metric equal to or greater than the applicable Minimum Service Level(s) in effect during the month in which the related Service Level Failure occurred.

"**Earnback Period**" means the one (1) month period immediately following a month in which a Service Level Failure occurs .

"**Ensono Outages**" means the cumulative total unavailability for the Service Environment, as reported by Severity 1 Incident tickets, during the Reporting Window within the Measurement Window of the Service Environment, excluding client outages and planned maintenance.

"**Excluded Event**" means any event that adversely impacts the Service that is caused by (a) the acts or omissions of Client, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Ensono or its designees; (c) force majeure events; (d) Scheduled or emergency maintenance; (e) any suspension of Service pursuant to the Agreement; (f) the unavailability of required Client personnel, including as a result of any failure to provide Ensono with accurate, current contact information; (g) failure of Client to authorize Ensono to perform recommended changes or maintenance; (h) configurations, equipment or services not supported by Ensono; (i) a third party hardware/software bug that does not have a patch;

(j) hardware and software for which maintenance is no longer available; or (k) hardware and software without a maintenance agreement.

"Go Live Date" means the date Ensono notifies Client that Ensono has completed all applicable onboarding / transition Services.

"Key Performance Indicator" or **"KPI"** means a performance metric that is not eligible for a Service Level Failure or Service Level Credit but will still be measured and reported by Ensono.

"**Minimum Service Level**" means the level of performance specified in Schedule 1 as "Minimum" for each Service for which a Critical Service Level Metric is established.

"**Monthly Charges**" means the total of Ensono monthly recurring charges (excluding any non-recurring or one-time charges) for its performance of the Services described in this SOW for a single calendar month.

"Measurement Window" means the periodic evaluation and reporting frequency identified for each individual Critical Service Level as specified in Schedule 1.

"Reporting Window" means a calendar month or other period of time as specified in Schedule 1.

"Resolution Time" means the difference between the time the first resolver group(s) receives a ticket for resolution and the time when Ensono resolves the incident or provides a work-around for the incident.

"Response Time" means the difference between the time an incident ticket is submitted and the time the first resolver group(s) accepts a ticket for resolution.

"Service Environment" means any collection or aggregation of two (2) or more Ensono products that are designed to perform in accordance with this SOW. Service Environment may include (without limitation) data center facilities, compute hardware and software (Operating System, Database, Middleware), network and storage used to provide Services.

"Service Environment Availability" means the Client can access and use the material features and functions of the Service in accordance with this SOW. The percentage availability calculation formula measured over the Measurement Window, is as follows (where "A" = Service Environment Availability, "T" = Total Available Service Time (minutes), and "O_{EA}" = Ensono Outages): **A** = (**T** − **O_{EA}**) x 100% / **T**.

"**Service Level Credit**" means a credit in an amount calculated in accordance with Section 3 (Overview of Service Level Credit Process for Service Level Failures) which will be credited to Client by Ensono in connection with Service Level Failures.

"**Service Level Failure**" means, with respect to Critical Service Levels, each month during the Term that Ensono performs a Service at a level below the applicable Minimum Service Level for reasons other than an Excluded Event.

"Service Level Objective" means performance metrics designed to be used during a transition or benchmarking process, which are not eligible for Service Level Credits.

"**Service Level Termination Event**" is defined in Section 10 (Service Level Termination Events) hereof.

"Total Available Service Time" means, the total time in the relevant Reporting Window (i.e.: Monthly Reporting Window: 43,800 minutes of Total Available Service Time = 30.41 calendar days X 24 hours per day X 60 minutes per day).

3.   Overview of Service Level Credit Process for Service Level Failures

If a Service Level Failure occurs in any calendar month during the SOW Term (subject to the terms of this Exhibit), Ensono shall provide a Service Level Credit to Client in accordance with this Section 3. Ensono may earn back an applicable Service Level Credit in accordance with Section 4 (Invoicing and Earnback Credits). Ensono's performance with respect to each Critical Service Level will be measured in accordance with the reports described in Section 5 (Reporting).

Calculation.   For each Service Level Failure, Ensono will provide to Client a Service Level Credit computed in accordance with the following formula:

Service Level Credit = **A x B**

Where:

A = the Critical Service Level Credit Weighting Allocation percentage specified in Schedule 1 for the applicable Critical Service Level; and

B = the At Risk Amount for the month in which the Service Level Failure occurs.

For example, assume that Ensono fails to meet the Minimum Service Level with respect to "P1 Incident Response" (i.e., a Service Level Failure). Assume further that Ensono's Monthly Charges for Services for the month in which the Service Level Failure occurred were $100,000, and the At Risk Amount is 10% or $10,000. Assume further the Critical Service Level Credit Weighting Allocation for P1 Incident Response is 5%. The Service Level Credit due to Client for such Service Level Failure would be $500 and is computed as follows:

> **A** = 5% (the Critical Service Level Credit Weighting Allocation percentage),
>
> multiplied by
>
> **B** = $10,000 ($100,000 Monthly Fee X 10% At Risk Amount),
>
> equals $500.

Limitations. The total amount of all Service Level Credits credited to Client for Service Level Failures in any single calendar month shall not exceed the At Risk Amount for such month. If more than one Service Level Failure occurs in a single month, the sum of the corresponding Service Level Credits will be credited to Client as set forth in this Exhibit, provided, however, that if a single incident results in the failure of Ensono to meet more than one Critical Service Level, then Ensono will issue the largest single Service Level Credit amount and Client shall not be eligible for additional Service Level Credits for the other related failures.

4.   Invoicing and Earnback Credits

In the event of a Service Level Failure, if Ensono fails to achieve an Earnback Credit during the Earnback Period, Ensono will apply the applicable Service Level Credit to the Client's account no later than the second monthly invoice following the applicable Earnback Period. In the event Client earns a Service Level Credit in the final month of the Term, Ensono shall pay to Client the amount of such Service Level Credit within thirty (30) days after the effective date of the termination or expiration of the SOW. Notwithstanding the foregoing, in no event shall Client be entitled to a Service Level Credit if the applicable SOW is terminated or expires prior to the conclusion of the applicable Earnback Period.

5.   Reporting

Each month Ensono will issue a report for the preceding month in which Ensono will (i) notify Client of any Service Level Credits to which Client is entitled and (ii) describe any Service Level Failures that occurred.   In addition to this standard monthly Service Level report, within twenty (20) business days following the end of each month, Ensono will provide Client an additional report that details (a) Ensono's monthly performance with respect to each Critical

Service Level Metric for each month during the last twelve (12) months (or rolling average when in the first twelve (12) months of the applicable Service term), and (b) the total dollar amount of all Service Level Credits earned by Client during the prior month and during the last twelve (12) months.

6. Establishing Critical Service Level Metrics and Minimum Service Levels

The Critical Service Level Metrics and the corresponding Minimum Service Levels are identified in <u>Schedule 1</u>.

7. Reclassification of Service Level and Modification of Allocation of Pool Percentages

<u>Reclassification of Service Levels</u>. Client may reclassify any Service Level (e.g., from KPI to Critical Service Level or from Critical Service Level to KPI) upon 30 days' notice and no more than twice a year and no sooner than six months after the Effective Date, and by sending written notice to Ensono.

<u>Modifications of Allocation of Pool Percentages</u>. When reclassifying a Critical Service Level, Client's notice shall include an appropriately modified Critical Service Level Credit Weighting Allocation for the affected Critical Service Level(s), provided, however, that the total Allocation of Pool Percentages shall not exceed the amount noted in the Service Level Credit Weighting Allocation definition in Section 2.

8. Performance Exceptions

In no event will Ensono be responsible, or will Client be eligible to receive any Service Level Credits, to the extent Ensono's failure to achieve a Critical Service Level is due to an Excluded Event. Client will not be eligible to accrue any otherwise applicable Service Level Credits if Client is in material breach of the Agreement at the time the Service Level Failure occurred, nor will Client be entitled to receive any otherwise available Service Level Credits if Client is in material breach of the Agreement at the time the Service Level Credit is to be issued, provided that the Service Level Credit will be issued once such material breach has been cured, if such breach is cured prior to termination of the SOW.

This Service Level Agreement provides Client's sole and exclusive remedies for any failure to meet the Critical Service Levels. These remedies are as follows:

> *(i) In the event of a Service Level Failure that does not constitute a Service Level Termination Event, as Client's sole and exclusive remedy for such Service Level Failure, Client shall be entitled to receive the applicable Service Level Credits, subject to the terms of this Exhibit; and*

> *(ii) In the event of a Service Level Termination Event, Client shall be entitled to pursue the remedies described in <u>Section 10</u> (Service Level Termination Events) below.*

To clarify, such sole and exclusive remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc.

9. Service Level Termination Events

A **"Service Level Termination Event"** shall be deemed to have occurred if Ensono suffers four (4) Service Level Failures due to a failure to achieve the applicable Minimum Service Level for the same Critical Service Level in any rolling six (6) month period.

In the event of a Service Level Termination Event, Client may either (i) accept the applicable Service Level Credits, in which event such Service Level Credits shall represent Client's sole and exclusive remedy for the applicable Service Level Termination Event, or (ii) decline the applicable Service Level Credits by delivering Ensono written notice not later than thirty (30) days following Client's receipt of the invoice containing the Service Level Credits indicating that Client intends to decline the applicable Service Level Credits and terminate, in whole, this SOW. If Client declines

the applicable Service Level Credits and elects to terminate this SOW, Ensono agrees to reimburse Client for its reasonable and documented out-of-pocket costs to transition the Services in-house or to another service provider not to exceed the initial installation costs for the terminated Services paid by Client to Ensono, subject to the terms of the Agreement.

10.   Improvement Plans for Critical Service Level

If Ensono fails to meet any Minimum Service Level(s), Ensono will promptly provide to Client a written plan, subject to Client review, for improving Ensono's performance to meet or exceed the applicable Minimum Service Level(s). Following the implementation of such plan, Ensono will provide to Client monthly status reports containing progress updates until such time as Ensono's performance is in compliance with the applicable Minimum Service Level.

11.   Commencement of Obligations

The obligations set forth herein shall commence upon the date one (1) month following the Go Live Date, unless otherwise specified in Schedule 1. The dates used in the column "Measure Begins" represent when Ensono will be responsible for Service Level Credits for any Service Level Failures, subject to the terms of this Exhibit.

12. Stabilization Periods.

During the term of the Services, Ensono or the Client may make changes to hardware or software that affect Ensono's ability to meet the Critical Service Levels. When such changes arise, a performance ramp period shall apply (each, a "Stabilization Period"). The Client shall work with Ensono reasonably and in good faith to agree upon:
- The length of the Stabilization Period and
- Any related changes to the previously established service level metrics.

By way of example but not limitation, the following changes may require a Stabilization Period:
- major release upgrades to the software in the applicable environment;
- the addition of Third Party Software to the applicable environment;
- the addition of additional modules to the applicable environment; or
- major functionality changes to the applicable environment.

For any change not listed above, the parties shall work in good faith to agree upon whether a Stabilization Period is required and as to the length of such period.

EXHIBIT D - SERVICE LEVEL AGREEMENT

SCHEDULE 1

Table 1

Table 2

Ref. No.	ITIL Service Area	Ensono Service(s)	Service Level Description	SLA Calculation	Service Level	Specific Exclusions	Reporting Interval	What Tool Is Used To Collect The Data
CSL 1.2	Solution Availability	Distributed Service Environment	"Service Environment" shall mean any collection or aggregation of two (2) or more Ensono products that are designed to perform in accordance with this Agreement. Service Environment may include but not limited to; the data center facilities, hardware and software used to provide Services.	Availability means the provision of the relevant Services in accordance with the requirements of the Agreement. The % availability calculation formula is as follows, measured over the Reporting Period, as follows (where "A" = Availability, "T" = Total Available Service Time (minutes), OEA = "Ensono Outages"): A = (T – OEA) x 100% / T	99.90%	In terms of measuring the relevant service metrics as part of any responsiveness/restore/availability based Critical Service Level Metrics, the 'clock' will be suspended whilst: a) waiting for the Client; or b) waiting for a Client subcontractor (e.g. an application developer) in respect of a particular activity that the Parties have agreed is the responsibility of the Client. Hardware and/or software that are end of service life per the original manufacturer	Monthly	Severity 1 Ticket(s) and RMF Type 70 CPU Interval records

CSL 1.6	P1 Incident Response	Incident Management	The amount of time from when an Incident ticket is opened until the ticket is assigned to an Ensono Resolver Team.	Total number of incidents responded within specified time / total number of incidents.	95% <=15 min	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve	Monthly	CASD / Service Now
CSL 1.7	P1 Incident Resolution	Incident Management	The amount of time from when an Incident ticket is opened until the ticket status is either downgraded or closed. Ticket wait time is excluded from overall resolution time.	Total number of incidents resolved within specified time / total number of incidents.	95% <=4 Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve Tickets for Hardware and/or software that are end of service life per the original manufacturer	Monthly	CASD / Service Now
CSL 1.8	Backup & Retention	Back Up Success	Successful completion of scheduled backups of all in-scope production servers during their backup window.	Measurement: Backups successfully completed on schedule / total backups.	95.00%	Mutually agreed upon backup schedule and definitions	Monthly	Tool / Report: S - OpcCenter / MF - RunStats US backups CS - Standard Ops Center SLA report

Table 3

Ref No	ITIL Service Area	Classification	Service Level Description	SLA Calculation	Service Level Objective	Specific Exclusions	Reporting Interval	What Tool Is Used To Collect The Data
KPI 1.0	P2 Incident Response	Incident Management	The amount of time from when an Incident ticket is opened until the ticket is assigned to an Ensono Resolver Team.	Total number of incidents responded within specified time / total number of incidents.	90% <= 60 Min	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve	Monthly	CASD/Service Now

PI 1.1	P2 Incident Resolution	Incident Management	The amount of time from when an Incident ticket is opened until the ticket status is either downgraded or closed. Ticket wait time is excluded from overal resolution time.	Total number of incidents resolved within specified time / total number of incidents.	90% <= 8 Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve Tickets for Hardware and/or software that are end of service life per the original manufacturer	Monthly	CASD/Service Now
KPI 1.2	Incident Management	P3 Incident Response	The amount of time from when an Incident ticket is opened until the ticket is assigned to an Ensono Resolver Team.	Total number of incidents responded within specified time / total number of incidents.	90% <= 4 Business Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve	Monthly	CASD/Service Now
KPI 1.3	Incident Management	P3 Incident Resolution	The amount of time from when an Incident ticket is opened until the ticket status is either downgraded or closed. Ticket wait time is excluded from overall resolution time.	Total number of incidents resolved within specified time / total number of incidents.	90% <= 8 Business Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve Tickets for Hardware and/or software that are end of service life per the original manufacturer	Monthly	CASD/Service Now

KPI 1.4	Incident Management	P4 Incident Response	The amount of time from when an Incident ticket is opened until the ticket is assigned to an Ensono Resolver Team.	Total number of incidents responded within specified time / total number of incidents.	90% <=4 Business Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve	Monthly	CASD/Service Now
KPI 1.5	Incident Management	P4 Incident Resolution	The amount of time from when an Incident ticket is opened until the ticket status is either downgraded or closed. Ticket wait time is excluded from overall resolution time.	Total number of incidents resolved within specified time / total number of incidents.	90% <=24 Business Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve Tickets for Hardware and/or software that are end of service life per the original manufacturer	Monthly	CASD/Service Now
KPI 1.6	Client Satisfaction	Client Satisfaction (CSAT)	The CSAT Score is an index ranging from 0 to 10 that measures the willingness of customers to recommend a company's products or services to others.	Based on CSAT scores provided by Client POC(s).	9	N/A	Bi-Annual	
KPI 1.7	Change Management	Change Management Success	Changes implemented by Ensono will be closed with a successful status. A successful change is defined as one that completes within the scheduled time frame, doesn't cause an incident and does not require a backout or partial backout.	Measurement for: Total changes closed with a successful code / total changes. Tool / Report for (a): CASD & MO/ On time Change Service Breaches and Change Management Implementation Report	90%	N/A	Monthly	CASD/Service Now

KPI 2.0	Cross Functional	Root Cause Analysis (RCA) Report	All Severity 1 Incidents, Ensono shall initiate the Problem Management process including the logging of a separate Problem ticket.	Measurement: Number of problem tickets logged / Number of Major Priority 1 incidents. Tool/Report: Manually by Delivery Manager	95.00%	N/A		Monthly	RCA Template

EXHIBIT B – 1

Service Description - VMware Managed Service

Ensono's VMware Managed Service (the "Service") consists of tasks in support of the VMware ESXi hypervisor and vCenter software in a server environment located in Ensono data centers.

Supported VMware Software

Ensono will provide the Service based on the VMware's fully supported hypervisor systems for the following unless otherwise stated herein[1]:

1. VMware vSphere 6.5 u2
    a. ESXi Enterprise Plus
    b. vCenter Server[2]
2. VMware vSphere 6.7 u3
    a. ESXi Enterprise Plus
    b. vCenter Server

Related Services

In addition to the Ensono VMware Management Service detailed in this Service Description, Clients may purchase additional Ensono services for management of Client workloads. These services are documented in separate Service Descriptions. Common examples include:

- Operating System management
- Database management
- Middleware management

Roles and Responsibilities

The following tables list the tasks and responsibilities for each party for the Service. A task identified as "Option" is not included in this Service, however, such Option may be purchased by Client as set forth in a separate Service Order or Statement of Work.

vSphere Configuration

Task	Ensono	Client
Perform initial design for VMware cluster including: • Sizing of VMware cluster • Network distributed switch configuration and Client VLAN setup • VMotion network setup • Installation of vCenter Server software appliance • Create initial VMFS storage volumes • Create initial resource pools • Create initial Hosts profiles • Create Initial Client OS templates	**Option**	
Install Ensono Management Tools	X	
Provide: ▪ Documentation for Ensono vSphere standard server configuration as shown in the applicable Client Software Schedule. ▪ Ensono Gateway web portal for system management and dashboards for Managed Hosting Services.	X	
Implement Client-requested host security standards that do not conflict with Ensono security standards and management tools.	X	

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[1] Ensono will support VMware software that is under VMware standard support. In the event the VMware software is covered under VMware extended support or is no longer supported by VMware, at any time during the Service Term or SOW Term, the Client will be responsible for paying an additional charge related to Ensono's support of the Service.

[2] Ensono requires that all VMware vSphere environments will have a vCenter instance for management.

Task	Ensono	Client
Provide: ▪ Client with Ensono security standards and policies. ▪ Password security recommendations per Ensono security standards.	X	
Perform major hypervisor version upgrades upon request via fresh installation of hypervisor (e.g. vSphere ESXi 6.0 u3 to vSphere 6.5 u1).	**Option**	
Provide Ensono engineering time needed to discuss Client application related design/work.	**Option**	
Provide: ▪ The VMware support contract for Client-owned VMware licensing. ▪ A Letter of Authorization for all VMware software, license, and maintenance agreements for all Client-provided software.		X

vSphere Administration

Task	Ensono	Client
Install ESXi hypervisor software and add server to existing VMware cluster.	X	
Create and maintain Client gold image of OS to be used for OS templates.		X
Create additional operating system (OS) templates based on Client "gold" image.	**Option**	
Deploy new Client VMs using OS templates where the OS is managed by Ensono.[3]	X	
Deploy new Client VMs using OS templates where the OS is managed by the Client.[3]	**Option**	
Perform, using VMware vCenter: ▪ VLAN maintenance to VMware virtual switches ▪ VMFS Storage maintenance and additions ○ Ensono will provision up to 20% of additional storage, at Client standard rates, when storage utilization is consistently above 80% on a volume[4]. ▪ Hypervisor patches (e.g. vSphere version patches and Update 1 to Update 2[5] patches). ▪ VMware Tools maintenance to Client VMs[6]	X	
Modify, using VMware vCenter: ▪ Client VM virtual hardware such as vCPU, vRAM and vNIC as requested	X	
Maintain, using VMware vCenter: ▪ vCenter system logs ▪ VMotion network ▪ Virtual Switches with Client VLANs ▪ VMware snapshots for backup software usage ▪ Cluster group ▪ High Availability settings ▪ Distributed Resource Scheduler ▪ VMware Update Manager	X	
Maintain Client VM affinity and anti-affinity rules for the cluster.	**Option**	
Provide 24X7 support and triage for vSphere outages and alerts. Respond and take action on vSphere Incident tickets until resolved.[7]	X	
Perform ESXi and vCenter system configuration changes during Ensono location specific office hours.	X	
Implement 24X7, critical or high risk and/or service affecting as assessed by Ensono	X	
Client VM OS management is a separate service management engagement and is covered by Ensono's Operating Systems Managed Service, Service Description.	**Option**	

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[3] Client VM OS versions no longer supported by the vendor are deployed on a commercially reasonable effort basis and each unsupported system will be subject to additional charges.

[4] Space needed is also dependent on swap space and snapshot allowance of large and active VMs

[5] In the event a VMware patch or Update requires a fresh install of the hypervisor, additional charges will apply.

[6] For Ensono VMs where the OS is managed by Ensono.

[7] Clients may be subject to Time and Material charges for incident tickets that are later determined to be Client application related issues and not Ensono infrastructure issues.

Task	Ensono	Client
Escalate VMware issues with vendor on Client's behalf when/if Client provides the VMware license and support contract.	X	
Escalate VMware issues, at Ensono's discretion, with vendor if VMware license is provided by Ensono.	X	
Maintain vCenter administrator account access.	X	
Acknowledge Ensono maintenance schedule.		X

Provide:
   • Storage-related application requirements impacting administration and system configuration.
   • Application-related dependencies and maintain Client applications and data.
		X

Submit change requests via Ensono's service request system.		X
Open Incident tickets for Client-identified Incidents via Ensono's service request ticket system.		X

vSphere Monitoring and Reporting

Task	Ensono	Client
Maintain monitoring and reporting infrastructure defined in the Hardware/Software Schedule.	X	
Patch and upgrade software releases to Ensono's monitoring systems during standard maintenance windows.	X	
Poll objects regularly to collect fault, performance and availability data.	X	
Provide 24X7X365 monitoring.	X	

Monitor
   • IP based up/down availability
   • System errors
   • System warnings
   • For system vSphere performance and health events, including CPU utilization, memory utilization, disk utilization, processes, logs, etc., based on standard Ensono rule set.
	X	

Create alerts based on Ensono standard thresholds.	X	

Additional Tasks

Below tasks are examples of optional services that are beyond normal vSphere configuration tasks.

Task	Ensono	Client
Provide Third Party Software and installation.		X

Perform:
   • VM migrations from other Client VMware environments or Public Cloud environments.
   • Physical-to-virtual or virtual-to-physical conversions.
	Option	

Perform VM backup of image and Client data using Ensono's Backup Services. Covered by Ensono's Backup Managed Service – Service Description	Option	
Design, implement and manage other VMware software (such as vSphere Replication, NSX and Site Recovery Manager).	Option	

Definitions

1. **"Cluster"** or "Clustered" means a group of linked servers.

2. **"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.

3. **"Third Party Software"**- Software independent of the manufacturer of the hardware for which it was intended.

4. **"Managed Hosting Services"** apply to Infrastructure Services hosted within an Ensono data center

5. **"Time and Material"** means time spent by Ensono or its third-party designees working on Client related activity for work not described in an Ensono Service Description

EXHIBIT B – 2
Service Description - Operating Systems Managed Service

As part of Ensono's Infrastructure Service offering, Ensono's Operating Systems Management Service (the "Service") consists of tasks in support of server operating systems (or "OS"), and associated system software in a server environment located in an Ensono data center.

The Service is offered in two support tiers to meet different Client needs:

- **Essentials** – The Essentials support tier consists of applying monthly related critical OS security patches and performing system monitoring. All OS related incidents are sent to the Client to resolve. Clients that choose the Essentials tier of support typically have development and test servers that require a lower level of maintenance and/or have a Client server administration team that perform support functions.

- **Premium** – The Premium support tier includes all tasks provided in the Essentials support tier and includes Ensono's performance of Incident triage through to Incident resolution. The Premium support tier includes standard day-to-day OS management for the Supported Operating Systems (set forth below) including general administration, server monitoring, Clustered server management, and optional distributed file system services.

Supported Operating Systems

Ensono will provide the Service based on the vendor's fully supported operating systems for the following unless otherwise stated herein[8]:

- Microsoft Windows Server
- Red Hat Enterprise Linux
- CentOS[9]

Related Services

In addition to the Ensono Operations Systems Management detailed in this Service Description, Clients may wish to purchase additional services from Ensono for management of Client workloads. These services are documented in separate Service Descriptions. Common examples include:

- Database management
- Middleware management

Roles and Responsibilities

The following tables list the tasks and responsibilities for each party for the available Service components, which if purchased, will be expressly referenced in Client's Service Order or Statement of Work. A task identified as "Option" is not included in the Essentials or Premium support tiers, provided however, such option may be purchased by Client as set forth in a separate Service Order or Statement of Work.

Operating Systems Management

Task	Essentials	Premium	Client
Tasks in this section apply to Managed Hosting Services, Ensono Cloud.			
Install Ensono management tools.	X	X	

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[8] Ensono will support OS's that are under vendor standard support. In the event an OS is covered under vendor extended support or is no longer supported by the vendor, at any time during the Service Term or SOW Term, the Client will be responsible for paying an additional charge related to Ensono's support of the managed OS.

[9] CentOS is not supplied with vendor support, Ensono will apply reasonable endeavors to resolve any issues that may occur.

Task	Essentials	Premium	Client
Provide: ■ Documentation for Ensono standard server configuration as shown in the applicable Client Software Schedule. ■ Ensono Envision web portal for system management and dashboards for Remote Infrastructure Management Services, Managed Hosting Services, and Ensono Cloud Services.	X	X	
Perform the initial configuration and adoption of recommendations of the Centre for Internet Security (CIS) hardening level 1 of OS on servers deployed based on Ensono standard server build.	X	X	
Implement Client-requested host security standards that do not conflict with Ensono security standards and management tools.		X	
Provide: ■ Client with Ensono security standards and policies. ■ Password security recommendations per Ensono security standards.	X	X	
Installation of operating system components agreed upon by Ensono (e.g. FTP, Web, SMTP). Optional installation of some components (e.g. Active Directory) is provided with an additional service description.		X	
Ongoing support of operating system components (e.g. FTP, Web, SMTP).[10]			X
Perform major OS version upgrades upon request via fresh installation of OS. (e.g. Windows Server 2008 to 2012 or RHEL 6.x to 7.x).[11]	Option	Option	
Provide Ensono engineering time needed to discuss Client application related design/work.		Option	
Provide: ■ The OS support contract with the OS vendor for Client-owned OS licensing. ■ A Letter of Authorization for all OS software, license, and maintenance agreements for all Client-provided software.			X

General Administration

Task	Essentials	Premium	Client
Implement Client-provided requests submitted via Ensono's service request ticket system such as OS commands, restart/kill a process or service, after risk evaluation and Ensono change control.		X	
Apply: ■ Minor OS version upgrades (e.g. Windows Server rollups or RHEL 7.1 to 7.2). ■ OS security patches (see Ensono Windows Server and Linux/Unix Server Patching Service Description documents for specific details).	X	X	
24/7 support and triage for server outages and alerts. Ensono shall respond and take action on OS Incident tickets until resolved.		X	
For Essentials tier, Client shall respond and take action on OS Incident tickets until resolved.			X
Clients may be subject to Time and Material charges for incident tickets that are later determined to be Client application related issues and not Ensono infrastructure issues.	X	X	
For Essentials tier, Client shall perform operating system configuration changes.			X
Perform operating system configuration changes. These will be processed and implemented during Ensono location specific office hours.		X	
Changes assessed by Ensono as critical or high risk and/or service affecting can be progressed and implemented 24X7.		X	

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[10] The Client also has the Option to purchase the appropriate Middleware service from Ensono.

[11] In Microsoft Azure, standard Marketplace images will be used.

Task	Essentials	Premium	Client
OS versions no longer supported by the vendor are worked on a commercially reasonable effort basis and each unsupported system will be subject to additional charges.		X	
Escalation of OS issues with vendor on Client's behalf when Client provides the OS license and support contract.		X	
Escalation of OS issues, at Ensono's discretion, with vendor where OS license is provided by Ensono.		X	
Maintain: ▪ Supported OS services and networking protocols. ▪ Scheduled OS administration tasks. ▪ System log files.		X	
Maintain Local administrator account access.		X	
For Essentials tier, allow authorized Ensono personnel and management tools administrative access to the OS.			X
Provide File System management related to disk management and sizing, which may include: ▪ Increasing file system capacity. ▪ Growing file systems to span multiple physical devices. ▪ Ensono will provision up to 10% of additional Ensono SAN storage, at Client standard rates, when storage utilization is consistently above 90% on a volume[12].		X	
Acknowledge Ensono maintenance schedule.			X
Provide: ▪ Storage-related application requirements impacting administration and system configuration. ▪ Application-related dependencies and maintain Client applications and data. ▪ Notification to Ensono per the Change Management process for all changes that will impact monitoring.			X
Submit requests via Ensono's service request system.			X
Open Incident tickets for Client-identified Incidents via Ensono's service request ticket system.			X

Server Monitoring

Task	Essentials	Premium	Client
Maintain monitoring infrastructure defined in the Client Software Schedule.	X	X	
Patch and upgrade software releases to Ensono's monitoring systems during standard maintenance windows.	X	X	
Poll objects regularly to collect fault, performance and availability data.	X	X	
Provide 24X7X365 monitoring.	X	X	
Monitor ▪ IP based up/down availability. ▪ System errors. ▪ System warnings. ▪ For system OS performance and health events, including CPU utilization, memory utilization, disk utilization, processes, logs, etc., based on standard Ensono rule set.	X	X	
Create alerts based on Ensono standard thresholds.	X	X	

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[12] For Client SAN or attached disk storage, the Client is responsible for providing additional storage as required.

Clustered Servers

In addition to the above Service Tasks Roles and Responsibilities, the following tables list the tasks and responsibilities for Clustered Servers, which if purchased, will be expressly referenced in Client's Service Order or Statement of Work.

Task	Essentials	Premium	Client
Initial setup of Clustered servers – configure OS Cluster services and resources up to 4 servers.		X	
Maintain Cluster services and Cluster resources.		X	
Perform OS based Cluster switchover test during monthly maintenance window.		X	

Additional Tasks

Below tasks are examples of optional services that are beyond normal OS configuration tasks.

Task	Essentials	Premium	Client
Provide Third Party Software and installation.			X
Perform: ▪ Copy or move of Client data. ▪ Third Party Software installation subject to review by Ensono.		Option	
Linux/Unix tasks: ▪ RPM package upgrades for Operating systems ▪ Application RPM installation and upgrades- subject to review by Ensono ▪ Customer specified sysctl settings subject to review and approval by Ensono		Option	
Task Scheduling: ▪ Create/Maintain scheduled tasks in Windows task scheduler. ▪ Create and maintain Crontab jobs.		Option	

Distributed File System

Task	Essentials	Premium	Client
Provide: ▪ Design for the DFS-based solution. ▪ Monitoring of replication. ▪ DFS Namespaces (Domain-based) & DFS Replication. ▪ On-going lifecycle changes and updates to the Namespace(s) and Folders and Replication Properties as requested by Client.		Option	
Implement: ▪ Replication Properties as agreed upon with the Client. ▪ Ensono will implement DFS on applicable servers and based on the agreed upon design.		Option	
Ensono will ensure that DFS is functioning across the applicable servers.		Option	

Definitions

1. **"Cluster"** or "Clustered" means a group of linked servers.

2. **"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.

3. **"Third Party Software"**- Software independent of the manufacturer of the hardware for which it was intended.

4. **"Managed Hosting Services"** apply to Infrastructure Services hosted within a Ensono data center.

5. **"Time and Material"** means time spent by Ensono or its third-party designees working on Client related activity for work not described in an Ensono Service Description.

EXHIBIT B – 3

Service Description - Windows Server Patching Managed Service

Ensono Windows Server Patching Managed Service (the "Service") delivers patching service for Ensono Managed Windows Server operating system instances. This Service requires the purchase of Ensono's Operating Systems Management Service.

Service Tasks Roles and Responsibilities

The following table lists the tasks and responsibilities for the available Service components, which components, if purchased, will be expressly referenced in Client's Service Order, Statement of Work or Solution Document. A check ("X") in the Ensono column means this activity is performed by Ensono as part of the Service. A check in the Client column specifies a Client task or responsibility. Any variation from the tasks and responsibilities described in this Service Description shall require a separate Service Order, Statement of Work or Solution Document and shall include applicable charges.

Task	Ensono	Client
Implement patching schedule for Ensono managed Windows Server operating system instances: ▪ Allocate each server to an Ensono patching window[13] between Patch Tuesday[14] +2 days and Patch Tuesday +20 days ▪ Deploy software agents to Windows Server operating system instances as required to deliver the Service ▪ Publish patching schedule to Client	X	
Notify Ensono of any issues related to the schedule within four (4) weeks of patching schedule publication to Client		X
Purchase Extended Support Updates (ESU) for servers with OS's no longer covered under standard support.[15]		X
Performing patching per schedule[16]: ▪ Multiple server restarts may be required to complete patching ▪ For servers with automated patching, where no manual steps are required, patching will be performed monthly ▪ For servers where manual steps are required, patching will be performed once every three (3) months	X	
New Windows Server operating system instances that are deployed using Ensono standard builds shall be deployed with Ensono approved patches	X	

Windows Server Patching Service Limits

The Windows Server Patching Service applies to:

- Windows Server operating system instances while they remain within Microsoft's mainstream and extended support phases.

- Windows Server operating system instances hosted by Ensono or remote infrastructure managed by Ensono on Client's infrastructure.

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[13] Windows Server instances shall be allocated to Ensono patching windows. By default, non-production server instances shall be scheduled for patching in advance of production instances. Firewall rules changes may be required to enable patching.

[14] Patch Tuesday, as defined by Microsoft, is the second Tuesday of each calendar month.

[15] Ensono will support patching for Windows OS's that are under vendor standard support. In the event an OS is covered under vendor extended support or is no longer supported by the vendor, at any time during the Service Term or SOW Term, the Client will be responsible for paying any additional charges related to Ensono's support of the patching service for the OS.

[16] Patching activities shall proceed as pre-approved changes and associated outages shall be excluded from SLA measurements. Patching shall occur based on the local time zone setting of each operating system instance e.g. if a patching window opens at 01:00 then this shall apply to each relevant server instance when the local operating system time is 01:00.

Types of server that require manual steps in patching process:

- Exchange Servers and SQL Servers using availability groups.
- Servers for which the Client requires manual steps (e.g. stopping services, deploying holding pages) or communications are required with Client or 3rd Party during patching process.

Service exclusions:

- Microsoft hotfixes
- Microsoft SharePoint patches. A separate Service Order, Statement of Work or Solution Document relating to a managed service for SharePoint would be required.
- Microsoft Office patch related issues will not be subject to Ensono incident management. A separate Service Order, Statement of Work or Solution Document relating to a managed service for Office would be required.
- Exclusion of specific patches for servers with automated patching

Ensono reserves the right to accelerate deployment of patches in the event of an exceptional security vulnerability, as determined by Ensono's vulnerability advisory board (VAB).

Client requested changes to the agreed patching schedule shall be subject to additional charges.

Remote infrastructure managed environments require Client provided Internet connectivity, name resolution, or other services that enable Ensono to deliver the Service.

EXHIBIT B – 4
Service Description - Linux/Unix Server Patching Managed Service

Ensono Linux/Unix Server Patching Managed Service (the "Service") delivers patching service for Ensono managed Linux/Unix server operating system instances. This Service requires the purchase of Ensono's Operating Systems Management Service.

Service Tasks Roles and Responsibilities

The following table lists the tasks and responsibilities for the available Service components, which if purchased, will be expressly referenced in Client's Service Order, Statement of Work or Solution Document.

A check ("X") in the Ensono column means this activity is performed by Ensono as part of the Service. A check in the Client column specifies a Client task or responsibility. Any variation from the tasks and responsibilities described in this Service Description will require a separate Service Order, Statement of Work or Solution Document and will include applicable charges.

Task	Ensono	Client
Implement patching schedule for Ensono managed Linux/Unix server operating system instances: ▪ Allocate each server to an Ensono patching window[17] on a specific day of each month. ▪ Deploy software to Linux/Unix server operating system instances as required to deliver the Service. ▪ Publish patching schedule to Client.	X	
Notify Ensono of any issues related to the schedule within four (4) weeks of patching schedule publication to Client.		X
Purchase Extended Life Cycle Support (ELS) for servers with OS's no longer covered under standard support.[18]		X
Performing patching per schedule[19]: ▪ Multiple server restarts may be required to complete patching. ▪ For servers with automated patching, where no manual steps are required, patching will be performed monthly. ▪ For servers where manual steps are required, patching will be performed once every three (3) months.	X	
New Linux/Unix server operating system instances that are deployed using Ensono standard builds will be deployed with Ensono approved patches.	X	

Linux Server Patching Service Limits

Ensono will provide the Service based on the vendor's fully supported operating systems for the following unless otherwise stated herein:

▪ Red Hat Enterprise Linux
▪ CentOS[20]
▪ IBM AIX
▪ Oracle Solaris
▪ Oracle Enterprise Linux

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[17] Linux / Unix Server instances will be allocated to Ensono patching windows. By default, non-production server instances will be scheduled for patching in advance of production instances. Firewall rules changes may be required to enable patching.

[18] Ensono will support patching for OS's that are under vendor standard support. In the event an OS is covered under vendor extended support or is no longer supported by the vendor, at any time during the Service Term or SOW Term, the Client will be responsible for paying any additional charges related to Ensono's support of the patching service for the OS.

[19] Patching activities will proceed as pre-approved changes and associated outages will be excluded from SLA measurements.

[20] CentOS is not supplied with vendor support; Ensono will apply reasonable endeavors to resolve any issues that may occur.

- HP Unix
- SUSE Linux
- Amazon Linux
- Linux/Unix server operating system instances hosted by Ensono or remote infrastructure managed by Ensono on Client's infrastructure

Types of server that require manual steps in patching process:

- Servers for which the Client requires manual steps (e.g. stopping services, deploying holding pages) or communications are required with Client or third party during the patching process.

Service exclusions:

- Exclusion of specific patches for servers with automated patching

Ensono reserves the right to accelerate deployment of patches in the event of an exceptional security vulnerability, as determined by Ensono's Vulnerability Advisory Board (VAB).

Client requested changes to the agreed patching schedule will be subject to additional charges.

Remote infrastructure managed environments require Client provided Internet connectivity, name resolution, or other services that enable Ensono to deliver the Service.

EXHIBIT B – 5
Service Description - Microsoft SQL Server Database Administration Managed Service

Ensono's Microsoft SQL Server Database Administration Managed Service (the "Service") consists of management and support of Client's Microsoft SQL Server Database environment. Database appliances (e.g., Netezza, Greenplum, Exadata, and others) and application database administration services are out of scope for this Service.

The Service is offered in two tiers to meet Client needs. The tasks performed by Ensono are the same for each tier.

- **Premium** - Utilized for systems requiring a production level of support. Systems in this tier are eligible for Severity 1 tickets and below.

- **Essentials** - Utilized for less-critical systems that do not need a production level of support. Systems in this tier are eligible for Severity 3 tickets and below.

Service Dependencies

The Service requires the purchase of the following Ensono managed services which are documented in separate Service Descriptions and included in the Client's Service Order, Statement of Work or Solution Document.

- For On Premises and Hosted:
    - Operating Systems Managed Service or Server Monitoring Only Managed Service
- For Public Cloud:
    - Cloud Operate Fully Managed Service or Cloud Operate Co-Managed Service

Microsoft SQL Server Advanced Features

The following features are available as a part of the Service.

- Failover Cluster Instance (Requires the purchase of the High Availability Service)
- Always On Availability Groups (Requires the purchase of the High Availability Service)
- SQL Server Replication
- SQL Server Mirroring
- SQL Server Log Shipping

Microsoft SQL Server Components

The following components can be installed by Ensono as requested by the Client, with configuration being the responsibility of the Client.

- SQL Server Analysis Services
- SQL Server Machine Learning Services (In-Database)
- SQL Server Machine Learning Services (Standalone)
- SQL Server Integration Services
- SQL Server Master Data Services
- SQL Server StreamInsight
- SQL Server Distributed Replay
- SQL Server Data Quality Services (DQS)
- SQL Server Reporting Service
- Database mail

Service Tasks Roles and Responsibilities

The following tables list the Service tasks and responsibilities of each party. Tasks that contain "Option" are considered optional tasks that may be performed by Ensono for an additional charge and will be set forth in a Change Order.

Design and Installation

Tasks	Ensono	Client
Install and configure Microsoft SQL Server software, including any required Advanced Features, and required Ensono database management tools.	X	
Install any required Microsoft SQL Server Components.	X	
Configure Microsoft SQL Server Components and associated applications.		X
Configure and provide ongoing maintenance for additional database add-on options including OLAP, compression, and partitioning.	Option	
Provide Microsoft SQL Server software entitlements. Provide proof of entitlement and consent from Microsoft. Retain legal and financial responsibility for the software.		X
Coordinate with system administrators to configure system-level database related operating system parameters and file system design.	X	
Tune database system level parameters as needed (e.g. performance).	X	
Implement automated database startup and shutdown routines.	X	
Configure connectivity to databases.		X
Support configuring native client connectivity to database.	X	
Define database creation, configuration, upgrade, patching and refresh requirements.		X
Define authorization requirements to approve changes.		X
Support client's applications (such as JAVA, C++, PL/SQL, TSQL), application teams, and end users.		X
Manage and execute application jobs.		X

Storage Administration

Tasks	Ensono	Client
Allocate database storage based on Client requirements.	X	
Provide space recommendations based on Ensono best practices in response to storage monitoring.	X	
Provide proactive analysis and recommendations regarding storage use.	Option	

Database Resources and Software

Tasks	Ensono	Client
Respond to and take action on database Incident tickets.	X	
Problem resolution and escalation for system level database support.	X	
Provide the management and release control of configuration changes.	X	
Inform Ensono of any planned changes by the Client or Client managed third party that may be service affecting and can potentially result in any restore or recovery activity by Ensono. Examples include changes to database configuration, code releases, and removal of databases.		X
Troubleshoot database services and processes.	X	
Troubleshoot performance issues, identifying or ruling out system and non-application performance issues, up to but not including the identification of the application code.	X	
Execute non-application database scripts related to system level database functionality.	X	
Configure database recovery log options.	X	
Maintain database recovery logs, database logs, and trace files.	X	
Perform Client database maintenance for database performance and consistency on mutually agreed standard schedule.	X	
Request vendor database software patches to be applied.		X
Appy vendor database software patches.	X	
Identify locking conflicts and latch contention.	X	
Resolve locking conflicts, latch contention, and application performance issues.		X
Refresh, clone, or copy production data onto non-production databases.	Option	
Migrate, move, or consolidate databases or instances.	Option	
Upgrade RDBMS and database.	Option	
Provide recommendation for capacity planning and performance evaluation, including tools required.	Option	
Planning OS system resource changes and/or upgrades to optimize configuration as needed.	X	
Liaison between Client and RDBMS vendor in support of Client database maintenance contracts.	X	
Reorganize data, including moving or migrating objects, schemas, etc.		X
Responsible for actual data (insert/load, update, delete), indexing, and any programs or processes.		X

Tasks	Ensono	Client
Identify database by application and ownership.		X

Provide:
    ▪ Standard maintenance windows
    ▪ Configuration requirements
    ▪ Application related dependencies
    ▪ Database growth estimates and data load estimates
    ▪ Direction regarding database resource usage and priorities
    ▪ New indexes and changes to current index structures
		X

Execute Data Manipulation Language (DML) and other scripts/code relating to application level database administration.		X
Statement level/SQL tuning.	Option	X
Application design and development.		X

Database Backup and Recovery

Tasks	Ensono	Client
Provide backups configured based on Ensono standard practices.[21]	X	
Recover and restore database functionality from system failure, application failure, or user failure.	X	
Perform ad hoc database backups.	X	
Provide and document backup and recovery data protection requirements for each instance and database.		X
Provide the recovery environment for database recovery, validation, testing, and upgrades.		X

Database Monitoring and Reporting

Tasks	Ensono	Client
Provide Ensono standard monitoring tools and methodology.	X	
Perform 24X7 database non-application monitoring.	X	
Alert based on Ensono standard threshold definitions and polling intervals.	X	
Create custom monitors.	Option	
Create/modify custom reports.	Option	

Database Security

Tasks	Ensono	Client
Apply database vendor critical security patches to RDBMS for system level database support.	X	
Maintain database system level privileges.	X	
Maintain database files, directories, and other permissions relating to system level database support.	X	
Create and manage database user and administrator accounts and roles.	X	
Provide Client with Ensono security standards and policies.	X	
Audit review and compliance is a separate Service Management engagement.	Option	
Implement Transparent Data Encryption (TDE) for system level database support per Client requirements.	X	
Implement Always Encrypted per Client requirements.	Option	
Manage keys for database encryption.	X	
Provide requested host security parameters.		X

Supported Technology and Configuration

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[21] Database backup configuration can be adjusted based on Client's reasonable requirements.

The Service is provided based on the following support technology and configurations:

Microsoft SQL Server Supported Configurations:

Release	Editions	Operating System Versions
SQL Server 2019	Enterprise Edition Standard Edition Developer Edition	Windows Server 2019 Standard Edition, Datacenter Edition (64 bit) Windows Server 2016 Standard Edition, Datacenter Edition (64 bit)
SQL Server 2017	Enterprise Edition Standard Edition Developer Edition	Windows Server 2019 Standard Edition, Datacenter Edition (64 bit) Windows Server 2016 Standard Edition, Datacenter Edition (64 bit)
SQL Server 2016	Enterprise Edition Standard Edition Developer Edition	Windows Server 2019 Standard Edition, Datacenter Edition (64 bit) Windows Server 2016 Standard Edition, Datacenter Edition (64 bit) Windows Server 2012 R2 Standard Edition, Datacenter Edition (64 bit) Windows Server 2012 Standard Edition, Datacenter Edition (64 bit)
SQL Server 2014	Enterprise Edition Standard Edition Developer Edition	Windows Server 2016 Standard Edition, Datacenter Edition (64 bit) Windows Server 2012 R2 Standard Edition, Datacenter Edition (64 bit) Windows Server 2012 Standard Edition, Datacenter Edition (64 bit)
SQL Server 2012	Enterprise Edition Standard Edition Developer Edition	Windows Server 2016 Standard Edition, Datacenter Edition (64 bit) Windows Server 2012 R2 Standard Edition, Datacenter Edition (64 bit) Windows Server 2012 Standard Edition, Datacenter Edition (64 bit)

Advanced Features Supported Configurations

Feature	SQL Server Release & Edition
Always On Advanced Availability Groups	SQL Server 2019, 2017, 2016, 2014 Enterprise Edition (64 bit)
Always On Basic Availability Groups	SQL Server 2019, 2017, and 2016 Standard Edition (64 bit)
Failover Cluster Instance	All SQL Server supported configurations
SQL Server Replication	All SQL Server supported configurations
SQL Server Mirroring	All SQL Server supported configurations
SQL Server Log Shipping	All SQL Server supported configurations

EXHIBIT B – 6
Service Description - Oracle Database Administration Managed Service

Ensono's Oracle Database Administration Managed Service (the "Service") consists of management and support of Client's Oracle Database environment. Database appliances (e.g., Oracle Database Appliance, Exadata, ZDLRA, and others) and application database administration services are out of scope for this Service.

The Service is offered in two tiers to meet Client needs. The tasks performed by Ensono are the same for each tier.

- **Premium** - Utilized for systems requiring a production level of support. Systems in this tier are eligible for Severity 1 tickets and below.
- **Essentials** - Utilized for less-critical systems that do not need a production level of support. Systems in this tier are eligible for Severity 3 tickets and below.

Service Dependencies

The Service requires the purchase of the following Ensono managed services which are documented in separate Service Descriptions and included in the Client's Service Order, Statement of Work or Solution Document.

- For On Premises and Hosted:
  - Operating Systems Managed Service or Server Monitoring Only Managed Service
- For Public Cloud:
  - Cloud Operate Fully Managed Service or Cloud Operate Co-Managed Service

Oracle Database Advanced Features

The following features are available as a part of the Service.

- RAC Cluster Services (Requires the purchase of RAC licensing)
- Data Guard / Active Data Guard
- Grid Infrastructure / ASM
- RMAN Backups
- Database Auditing
- Oracle Management Service (OMS) / Oracle Enterprise Manager (OEM) Configuration

Oracle Database Components

The following components can be installed by Ensono as requested by the Client, with configuration being the responsibility of the Client.

- Spatial
- Oracle Text
- Java

Service Tasks Roles and Responsibilities

The following tables list the Service tasks and responsibilities of each party. Tasks that contain "Option" are considered optional tasks that may be performed by Ensono for an additional charge and will be set forth in a Change Order.

Design and Installation

Tasks	Ensono	Client
Install and configure Oracle Grid Infrastructure and Database software, including any required Advanced Features, and required Ensono database management tools.	X	
Install and configure any required Oracle Database Components.	X	
Configure Oracle Database Components and associated applications.		X
Configure and provide ongoing maintenance for additional database add-on options including Advanced Replication / Oracle GoldenGate, OLAP, data encryption, Advanced Queuing / Streams, ZDLRA support, compression, and partitioning.	Option	
Provide Oracle Database software entitlements.[22] Retain legal and financial responsibility for the software.		X

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[22] Enterprise Edition is required. Diagnostics Pack is required, provided, however Diagnostics & Tuning Packs is preferred.

Tasks	Ensono	Client
Coordinate with system administrators to configure system-level database related operating system parameters and file system/storage design.	X	
Tune database system level parameters as needed.	X	
Implement automated database startup and shutdown routines.	X	
Configure connectivity to databases.		X
Install Oracle client software on application servers.		X
Support configuring native client connectivity to database.	X	
Define database creation, configuration, upgrade, patching and refresh requirements.		X
Define authorization requirements to approve changes.		X
Support client's applications (such as JAVA, C++, PL/SQL), application teams, and end users.		X
Manage and execute application jobs.		X

Storage Administration

Tasks	Ensono	Client
Allocate database storage based on Client requirements.	X	
Provide space recommendations based on Ensono best practices in response to storage monitoring.	X	
Provide proactive analysis and recommendations regarding storage use.	Option	

Database Resources and Software

Tasks	Ensono	Client
Respond to and take action on database Incident tickets.	X	
Problem resolution and escalation for system level database support.	X	
Provide the management and release control of configuration changes.	X	
Inform Ensono of any planned changes by the Client or Client managed third party that may be service affecting and can potentially result in any restore or recovery activity by Ensono. Examples include changes to database configuration, code releases, and removal of databases.		X
Troubleshoot database services and processes.	X	
Troubleshoot performance issues, identifying or ruling out system and non-application performance issues, up to but not including the identification of the application code.	X	
Execute non-application database scripts related to system level database functionality.	X	
Maintain database/GI alert logs, and trace files.	X	
Perform index rebuilds for customer identified indexes on mutually agreed standard schedule.	X	
Request vendor database software patches to be applied.		X
Appy vendor database software patches.	X	
Identify locking conflicts / blocking sessions.	X	
Resolve locking conflicts, blocking sessions, and application performance issues.		X
Full database exports	Option	
Full or schema level Imports	Option	
Refresh, clone, or copy production data onto non-production databases.	Option	
Migrate, move, or consolidate databases or instances.	Option	
Upgrade Grid Infrastructure, RDBMS and database.	Option	
Provide recommendation for capacity planning and performance evaluation, including tools required.	Option	
Planning the OS system resource changes and/or upgrades to optimize configuration as needed.	X	
Liaison between Client and RDBMS vendor in support of Client database maintenance contracts.	X	
Reorganize data, including moving or migrating objects, schemas, etc.		X
Responsible for actual data (insert/load, update, delete), indexing, and any programs or processes.		X
Identify database by application and ownership.		X

Provide:
  ▪ Standard maintenance windows
  ▪ Configuration requirements
  ▪ Application related dependencies
  ▪ Database growth estimates and data load estimates
  ▪ Direction regarding database resource usage and priorities
  ▪ New indexes and changes to current index structures
		X

Tasks	Ensono	Client
Execute Data Manipulation Language (DML) and other scripts/code relating to application level database administration.		X
Statement level/SQL tuning.	Option	X
Application design and development.		X

Database Backup and Recovery

Tasks	Ensono	Client
Provide backups configured based on Ensono standard practices.[23]	X	
Recover and restore database functionality from system failure, application failure, or user failure.	X	
Perform ad hoc database backups.	X	
Provide and document backup and recovery data protection requirements for each instance and database.		X
Provide the recovery environment for database recovery, validation, testing, and upgrades.		X

Database Monitoring and Reporting

Tasks	Ensono	Client
Client to provide monitoring server resources for Oracle Enterprise Manager (OEM) installation.		X
Install and configure Oracle Enterprise Manager (OEM) monitoring and agents.	X	
Perform 24X7 database non-application monitoring.	X	
Alert based on Ensono standard threshold definitions and polling intervals.	X	
Create custom monitors.	Option	
Create/modify custom reports.	Option	

Database Security

Tasks	Ensono	Client
Apply database vendor critical security patches to RDBMS for system level database support.	X	
Maintain database system level privileges.	X	
Maintain database files, directories, and other permissions relating to system level database support.	X	
Create and manage database user and administrator accounts and roles.	X	
Provide Client with Ensono security standards and policies.	X	
Audit review and compliance is a separate Service Management engagement.	Option	
Implement Transparent Data Encryption (TDE) per Client requirements.	Option	
Manage keys for system database encryption.	X	
Manage keys for database encryption within table (e.g. individual columns).		X
Provide requested host security parameters.		X

Supported Technology and Configuration
The Service is provided based on the following support technology and configurations:

Oracle Database Supported Configurations

Release	Editions	Operating System Versions
Oracle 19c	Enterprise Edition	RHEL/OEL 8.x, RHEL/OEL 7.x
Oracle 18c	Enterprise Edition	RHEL/OEL 7.x, RHEL/OEL 6.x
Oracle 12.2	Enterprise Edition	RHEL/OEL 7.x, RHEL/OEL 6.x

Advanced Features Supported Configurations

Feature	Requirements
Oracle Management Service (OMS) / Oracle Enterprise Manager (OEM)	Minimum version required is 13.4.

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[23] Database backup configuration can be adjusted based on Client's reasonable requirements.

EXHIBIT B – 7
Service Description - Backup Managed Service

Ensono's Backup Managed Service (the "Service") is the backup of Client data within a server environment that is located in Ensono-managed data centers. The Service will be provided for the in-scope equipment set forth in the Hardware/Software Schedule.

Supported Operating Systems

The Service is provided for the following fully supported vendor operating systems[24] unless otherwise expressly set forth herein:

- Microsoft Windows Server
- Red Hat Enterprise Linux
- CentOS[25]
- Amazon Linux

Service Components

The Service may be purchased by component and will be expressly referenced in Client's Service Order or Statement of Work. The Service components include:

- **Essentials** includes local site disk protection for 14 days on disk and a remote site copy on disk for 14 days

- **Premium** includes local site disk protection for 35 days on disk and a remote site copy on disk for 35 days.[26]

Note:

- Disk backups are based on front end protected model. This is the data on Client systems that is being backed up.

- In the event long term retention of data is required, client may purchase Backup Service – Physical Tape. See separate Service Description.

Service Tasks Roles and Responsibilities

The following tables list the tasks and responsibilities for each party for the available Service components, which if purchased, will be expressly referenced in Client's Service Order or Statement of Work.

Backup Policy and Maintenance

Tasks	Essentials	Premium	Client
Configure initial backup policy, schedule and retention	X	X	
Deployment, configuration, monitoring and operational management of backup hardware and software.	X	X	
Fourteen (14) days of onsite disk backups for systems mutually agreed upon in the Hardware/Software Schedule that utilize backup software and application agents (e.g. Exchange, Oracle, SQL and SharePoint) Remote copy on disk for fourteen (14) days	X[27]		

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[24] Other operating systems that require backups may be requested for approval by Ensono.

[25] CentOS is not supplied with backup vendor support, Ensono will apply commercially reasonable endeavors to resolve any issues that may occur

[26] Premium tier will be the only service option available to AWS and Azure services

[27] Client data that dedupes less than a 2:1 ratio will be kept on local disk for 1 day and moved to another media for remaining days in the backup tier. Additional tape charges will apply.

Tasks	Essentials	Premium	Client
Thirty-five (35) days of onsite disk backups for systems mutually agreed upon in the Hardware/Software Schedule that utilize backup software and application agents (e.g. Exchange, Oracle, SQL and SharePoint) Remote copy on disk for thirty-five (35) days [28]		X[4]	
Failed backup jobs outside of backup window are not typically re-run, although the cause of any problem will be investigated to ensure that the next backup job can be run successfully.	X	X	
Specify Client-specific backup requirements. Any Client-specific backup requirements that require modification to the Ensono backup policy will be provided to Client at an additional charge.			X
Provide: ▪ Active participation in policy scheduling process ▪ Estimated growth rate of eligible data volume			X
Identify the operating system platform and any application level backup (e.g., MS SQL)			X

Data Restoration

Tasks	Essentials	Premium	Client
Restore data from backup disk in response to Client requests via the change control procedure. Restore times are subject to target host performance. A restoration of a large number of small files could lead to longer restore times. An agent is required for file restores, with appropriate network access. For solutions using Enterprise Client feature of VMware vStorage APIs: ▪ Full restores of virtual machines will over-write the original virtual machine location and any changes after the last successful backup will be lost.	X	X	
Coordinate with appropriate Ensono and/or Client support teams to ensure successful restore	X	X	
Provide: ▪ Notification of completed restore	X	X	
Identify: ▪ Data to restore, point in time to restore the data from, and source and target for data restore ▪ Authorized users eligible to request restores			X

Backup Monitoring and Reporting

Task	Essentials	Premium	Client
24X7 job monitoring, alerting and response	X	X	
Create: ▪ And maintain Ensono standard alerting thresholds and parameters ▪ Alerts based on Ensono standard threshold definitions and polling intervals and issue via Ensono Incident management process	X	X	
Exception-based backup job monitoring, alerting and response	X	X	
Monitor and capture backup Equipment system faults.	X	X	
Provide monthly report for Backup Management Service.	X	X	

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[28] AWS and Azure remote copy on disk are not configured by default, but can be deployed upon Client request – please note this will incur additional AWS and Azure consumption fees

EXHIBIT B – 8
Service Description - Backup Managed Service – Physical Tape

Ensono's Backup Managed Service – Physical Tape (the "Service") is the backup of Client data within a server environment that is located in Ensono-managed data centers. The Service will be provided for the in-scope equipment set forth in the Hardware/Software Schedule.

Supported Operating Systems

The Service is provided for the following fully supported vendor operating systems unless otherwise expressly set forth herein:

- Microsoft Windows Server
- Red Hat Enterprise Linux
- CentOS[29]

Service Requirements

Ensono's **Backup Service -** as set forth in the Service Description, Backup Service - Premium is required for the purchase of this Service.

Service Tasks Roles and Responsibilities

The following tables list the tasks and responsibilities for the Service.

Backup Policy and Maintenance

Tasks	Ensono	Client
Configure initial backup policy, schedule and retention based on the Ensono Standard Backup Retention Schedule table in this Service Description.	X	
Failed backup jobs outside of backup window are not typically re-run, although the cause of any problem will be investigated to ensure that the next backup job can be run successfully.	X	
Specify Client-specific backup requirements. Client-specific backup requirements that require modification to the Ensono backup policy will be provided to Client at an additional charge.		X
Provide: ▪ Active participation in policy scheduling process ▪ Estimated growth rate of eligible data volume		X
Identify the operating system platform and any application level backup (e.g., MS SQL).		X

Media Maintenance

Tasks	Ensono	Client
Establish and define tape media inventory requirements to meet the Ensono Standard Backup Retention Schedule options	X	
Provide and maintain an inventory of the tape media within backup software.	X	
Perform initial setup; maintain tape pools via backup software.	X	
Provide inventory of offsite tapes for Client systems backed up in Ensono data center(s).	X	
Provide and contract with offsite media repository vendor.[30]	X	

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[29] CentOS is not supplied with backup vendor support, Ensono will apply reasonable endeavors to resolve any issues that may occur.

[30] All tapes are sent to offsite media repository vendor at an additional charge to the client.

Data Restoration

Tasks	Ensono	Client
Restore data from tape in response to Client requests via the change control procedure. [31][32] Restore times are subject to target host performance. A restoration of a large number of small files could lead to longer restore times. An agent is required for file restores, with appropriate network access. For solutions using Enterprise Client feature of VMware vStorage APIs: ▪ Full restores of virtual machines will over-write the original virtual machine location and any changes after the last successful backup will be lost.	X	
Coordinate with appropriate Ensono and/or Client support teams to ensure successful restore.	X	
Provide: ▪ Notification for the recall of tapes from offsite vendor ▪ Notification of completed restore	X	
Identify: ▪ Data to restore, point in time to restore the data from, and source and target for data restore ▪ Authorized users eligible to request restores		X

Backup Monitoring and Reporting

Tasks	Ensono	Client
24X7 job monitoring, alerting and response	X	
Create: ▪ And maintain Ensono standard alerting thresholds and parameters ▪ Alerts based on Ensono standard threshold definitions and polling intervals and issue via Ensono Incident management process	X	
Exception-based backup job monitoring, alerting and response.	X	
Monitor and capture backup Equipment system faults and resolve incidents.	X	
Provide monthly report for Backup Management Service.	X	

Ensono Standard Backup Retention Schedule Options

Physical Tape Backup Policy Schedule	Standard Retention Time
Monthly Full Backup	13 months
Monthly Full Backup Archive	7 years
Yearly Full Backup Archive	7 years

Definitions

1. **"Monthly Full Backup"** means a backup of the entire server is performed once per month and the tape is kept offsite for 13 months before the tape is brought back and reprocessed.

2. **"Monthly Full Backup Archive"** means a backup of the entire server is performed once per month and the tape is kept offsite for 7 years before the tape is brought back and reprocessed.

3. **"Yearly Full Backup Archive"** means a backup of the entire server is performed once per year and the tape is kept offsite for 7 years before the tape is brought back and reprocessed.

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[31] Tapes older than 7 years, the Client will be responsible for paying an additional charge and assessment for viability of restore.

[32] Restoring data for current active OS only. The Client will be responsible for paying an additional charge for restores related to an OS that has been decommissioned.

EXHIBIT B – 9
Service Description: Host Based Data Replication Services

Service Tasks Roles and Responsibilities
(Zerto replication management)

The following tables list the tasks and responsibilities for the available Service components, which if purchased, will be expressly referenced in Circuit Court's Service Order or Statement of Work. The baseline tasks will be performed by Ensono or Circuit Court.

Install and Initial Configuration

Baseline Tasks	Ensono	Circuit Court
Define: ▪ Zerto Virtual manager (ZVM) and VRA (Virtual Replication Appliances) requirements	X	
Define: ▪ Recovery plans for VMs and group of VMs that need to be in each Virtual Protection group (VPG) ▪ Define the boot order of the VMs based on application dependencies		X
Provide/Procure: ▪ Ensono access to the ESX i, virtual center, VRA and ZVM (if ESX hosts/virtual servers are managed by the Circuit Court) ▪ Compute and storage required to install VRA and ZVM ▪ Windows license required for ZVM		X
Open: ▪ Firewall ports required for Zerto replication (if firewalls managed by Circuit Court)		X
Install: ▪ Windows VM for ZVM at both production and disaster recovery sites ▪ Zerto Virtual manager (ZVM) and Virtual Replication Appliances (VRAs) at both production and disaster recovery sites	X	
Configure: ▪ New SQL database (if required) for ZVM ▪ Zerto Virtual manager and Virtual Replication Appliances ▪ Virtual Protection Groups (VPG) ▪ Journaling for VPGs ▪ The boot order of the VMs in VPG	X	

Zerto management/monitoring

Baseline Tasks	Ensono	Circuit Court
Install: ▪ Patches for ZVMs and VRAs in a single maintenance window ▪ ZVM and VRA updates in a single maintenance window	X	
Configure additional Virtual Protection Groups	X	
Configure Protection for VMs	X	
Managing Changes for Virtual protection groups	X	
Add VMs to Virtual Protection Groups	X	
Remove VMs from Virtual Protection Groups	X	
Create one simple pre-recovery or post-recovery script per year (2-3 hours per script)	X	
Change journaling space for VPGs or VMs if required	X	
Troubleshoot and resolve Zerto configuration/replication issues	X	
Monitor the status of replication of VM disk	X	
Monitor journaling space	X	
Monitor the virtual replication appliances	X	
Submit requests to add VMs to Virtual Protection Groups or remove VMs from Virtual Protection Groups		X
Provide/procure sufficient bandwidth required for Zerto replication to maintain the RPO		X
Recommend if additional bandwidth is required for Zerto replication to meet the RPO	X	

EXHIBIT B – 10
Service Description - Physical Server Managed Service

As part of Ensono's Infrastructure Service offering, Ensono's Physical Server Managed Service (the "Service") consists of tasks in support of physical servers in a server environment located in Ensono data centers.

Related Services

In addition to the Service, the Client must purchase the Operating Systems Management Service or VMware Management Service from Ensono for management of Client workloads which are documented in separate Service Descriptions and subject to additional fees[33].

Roles and Responsibilities

The following tables list the tasks and responsibilities of each party for the available Service components, which if purchased, will be expressly referenced in Client's Service Order or Statement of Work.

General Administration

Tasks	Ensono	Client
Install server hardware into racks and connect the necessary cabling for communication and management by Ensono and Client.	X	
Provide Ensono standard server hardware configuration as shown in the applicable Client Hardware/Software Schedule.	X	
Provide 24X7 support and triage for server hardware outages and alerts. Ensono will respond to and take action on hardware incident tickets until resolved.	X	
Apply hardware firmware/BIOS updates, as needed, provided by hardware vendor during maintenance window.	X	
Escalate Ensono provided hardware issues with vendors.	X	
Capture hardware events using the hardware vendor's tools and processes within the Ensono monitoring infrastructure. Actual hardware events that can be captured and processed will vary by hardware vendor tool.	X	
Replace failed parts for servers under warranty as needed.	X	
Perform physical hardware configuration changes (e.g. install RAM) purchased by Client.	X	

Client Owned Hardware

Tasks	Ensono	Client
Client to provide: ▪ Hardware specs prior to hardware installation. ▪ The hardware support contract (technical support, firmware updates and parts) with the hardware vendor. ▪ A Letter of Authorization for all hardware vendor support contracts to allow Ensono to engage the vendor for support. ▪ Notification at least 30 days prior to any changes in maintenance contracts. ▪ Runbook documentation for existing system build configurations. ▪ Verify new hardware components are compatible with server based on vendor specification. ▪ Disposal of hardware. ▪ Purchasing for internal hardware upgrades (e.g. memory or internal hard drives additions/removal). ▪ Hardware configuration change requests per Ensono's service request ticket system.		X
Confirmation that Client owned hardware is compatible with Ensono data center, networking, and storage connectivity standards. Systems that do not meet Ensono data center requirements may be rejected or incur additional fees.	X	
Shipping of equipment to or from Ensono data center location, insurance during transit and any special installation instructions.		X

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[33] Items such as racks, cabling, power, and floor space are not included in the Operating Systems Management Service and are subject to additional fees.

EXHIBIT B – 11
Service Description – Storage Managed Service

Ensono's Storage Managed Service (the "Service") consists of implementation, monitoring and maintenance of Storage Infrastructure and Support Services. The Service is provided using (i) dedicated infrastructure elements that are hosted at an Ensono data center; and/or (ii) multi-tenant, utility infrastructure elements that are hosted at an Ensono data center.

Service Tasks Roles and Responsibilities

The following tables list the tasks and responsibilities for each party for the available Service components, which if purchased, will be expressly referenced in Client's Service Order or Statement of Work. A task identified as "Option" is not included in the Essentials or Premium support tiers, provided however, such option may be purchased by Client as set forth in a separate Service Order or Statement of Work.

Storage Service - SAN

Tasks	Ensono	Client
Installation		
Perform: ▪ Storage Array Network ("SAN") array configuration for Ensono administrative control. ▪ Fabric switch configuration for Ensono administrative control. ▪ Fabric switch configuration for Ensono administrative control of Client dedicated fabric switches. ▪ Fabric switch interoperability validation for server(s). ▪ Installation of storage array(s) and fabric switch(s). ▪ Storage array configuration for Ensono administrative control of client dedicated storage array.	X	
Provide capacity, performance, and growth requirements for new server(s).		X
Provision: ▪ Storage array storage for server(s). ▪ Fabric switch zoning for server(s).	X	
Equipment Maintenance		
OEM Support Perform coordination of OEM support for storage array(s) and fabric switch(es).	X	
Storage Array Perform: ▪ Storage array microcode upgrades. ▪ Upgrades of storage array capacity. ▪ Storage array allocation changes for servers. ▪ Storage array interoperability audit. ▪ Storage array configuration decommission for existing server(s). Resolve: Storage array incidents and problems.	X	
Fabric Switch Perform: ▪ Fabric switch microcode upgrades. ▪ Fabric switch allocation for existing server(s). ▪ Fabric switch decommission for existing server(s). Resolve: Fabric switch incident and problem.	X	
Monitoring and Reporting		
Perform: ▪ Monthly storage array capacity allocation reporting for server(s). ▪ Storage array monitoring. ▪ Fabric switch monitoring.	X	

Tasks	Ensono	Client
Provide monthly storage service availability SLA reporting.	X	

Storage Service – NAS

Tasks	Ensono	Client
Installation		

Perform:
   ▪ Network Attached Storage ("NAS") array configuration for Ensono administrative control.
   ▪ Installation of NAS array.
   ▪ NAS array configuration for Ensono administrative control of client dedicated NAS array.
	X	

Provide capacity, performance, and growth requirements for new server(s).		X
Provision NAS array storage for server(s).	X	
Equipment Maintenance		
OEM Support Perform coordination of OEM support for NAS array.	X	

NAS Array
Perform:
   ▪ NAS array microcode upgrades.
   ▪ Upgrades of NAS array capacity.
   ▪ NAS array LDAP and NDMP integration for the NAS array equipment.
   ▪ NAS array Storage Virtual Machine (SVM) file system creation.
Resolve:
   ▪ NAS array incidents and problems.
Maintain:
   ▪ Maintain the NAS array file system quotas.
   ▪ Maintain NAS array anti-virus integration for NAS array Equipment.
   ▪ Maintain NAS array SVM file system.
Delete:
   ▪ NAS array file system.
	X	

Monitoring and Reporting		

Perform:
   ▪ Monthly NAS array capacity allocation reporting for server(s).
   ▪ NAS array monitoring.
	X	

Provide:
   ▪ Monthly storage service availability SLA reporting.
   ▪ Monthly NAS array SVM filesystem capacity allocation reporting.
   ▪ Monthly NAS array SVM filesystem capacity utilization reporting (Client dedicated NAS systems only).
	X	

Storage Service – NAS Replication

Tasks	Ensono	Client
Installation		
Perform remote replication to Ensono data center for server(s).	X	

Provision:
   ▪ Local replication for server(s).
   ▪ Remote replication to Ensono data center for server(s).
	X	

Equipment Maintenance		

Storage Replication[34]
   ▪ Maintain local replication for existing server(s).
   ▪ Maintain remote replication for existing server(s).
	X	

Monitoring and Reporting		

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[34] Replication requiring journaling storage space will be an added charge to the Client for the amount and performance type allocated.

Tasks	Ensono	Client
Perform monthly NAS array replication capacity allocation reporting for server(s).	X	

Storage Service – SAN Replication

Tasks	Ensono	Client
Installation		
Perform remote replication to Ensono data center for server(s).	**Option**	
Provision: ▪ Local replication for server(s). ▪ Remote replication to Ensono data center for server(s).	**Option**	
Equipment Maintenance		
Storage Replication[35] ▪ Maintain local replication for existing server(s). ▪ Maintain remote replication for existing server(s).	**Option**	
Monitoring and Reporting		
Perform monthly NAS array replication capacity allocation reporting for server(s).	**Option**	

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[35] Replication requiring journaling storage space will be an added charge to the Client for the amount and performance type allocated.

EXHIBIT B – 12

Service Description - Network and Load Balancing Managed Service

Ensono Network and Load Balancing Managed Service consists of providing monitoring and management of network and load balancing infrastructure and support services. These services are provided using the dedicated elements that are hosted at the Client and/or Ensono data center location(s) and or multi-tenant utility infrastructure that is hosted at any of the Ensono data centers. The following tables list the tasks and responsibilities for the available Service components, which components, if purchased, will be expressly referenced in Client's Service Order or Statement of Work. A list of in-scope hardware and software Materials and the level of support for each item is shown in the Client's Hardware/Software Schedule (collectively, the "Materials").

Roles and Responsibilities

Task	Ensono	Client
Installation		
Acquire software or appliance license, and license keys for Ensono acquired Materials	X	
Configure high availability ("HA")/clustering services as agreed upon	X	
Install server hardware into racks and provide necessary cabling for communication and management by Ensono and Client (Ensono-owned hardware and data centers only)	X	
Setup Ensono monitoring and management tools	X	
Document installed Materials as a configuration item ("CI") into the Configuration Management Database ("CMDB")	X	
Provide documentation for Ensono standard configuration	X	
Install: ▪ Fixes/updates as provided by vendor ▪ System OS during initial device implementation	X	
Acquire Software or appliance license, and license keys for client acquired Materials		X
Provide Materials and maintain Materials support contracts for all client provided Materials		X
Materials Maintenance		
Apply vendor categorized critical security patches to OS	X	
Arrange for repair of Ensono managed vendor-supported Materials	X	
Coordinate: ▪ Onsite vendor support at Ensono data center(s) ▪ In-scope onsite vendor support at locations remote from Ensono data center(s)	X	
Escalate failures of in-scope Materials to maintenance vendor	X	
Provide vendor maintenance to support SLAs for Ensono owned Materials	X	
Perform troubleshooting to identify Materials issues	X	
Resolve incidents and problems with Ensono supported Materials	X	
Perform HA switchover test during maintenance windows. Load Balancers are performed semi-annually	X	
Provide: ▪ Notification at least 30 days prior to any changes in Client owned maintenance contracts ▪ Vendor maintenance to support SLAs for Client owned Materials ▪ Letter of Agency (LOA) authorization for Ensono to utilize Client procured vendor maintenance contracts		X
Approve administration requirements and policies and subsequent revisions in the procedures manual		X
Acknowledge Ensono maintenance schedule		X

Task	Ensono	Client
Monitoring and Reporting		
Configure: • Ensono managed Materials to allow access from the Ensono management and polling station(s) • Ensono-managed Materials with standard parameters and thresholds (custom parameters and thresholds are a separate Service Management Engagement) • Login access and security settings on Ensono managed Materials	X	
Poll objects in the network topology database regularly to collect fault, performance and availability data (Custom monitoring and analysis requests, are a separate Service Management Engagement)	X	
Provide: • 24x7x365 monitoring and response • Availability data to the Ensono account team to generate SLA reports	X	
Perform manual Materials discovery and incorporate into the network topology database, as appropriate, leveraging available protocols	X	
For Ensono managed networks, provide network access from the management and polling station(s) to Ensono managed Materials	X	
Maintain: • And configure system management parameters • The configuration information and backups of configuration information • The repository of Materials and the version and type of OS	X	
Monitor: • For Materials faults based on standard Ensono rule set • IP based up/down availability of Materials	X	
Diagnose root cause of Materials alerts and outages	X	
Review automated alerts for events and thresholds	X	
For Client managed Materials, provide Ensono network access from the management and polling station(s) to Client managed Materials		X
For Ensono managed, Client owned Materials, provide Ensono access to Materials to retrieve performance and availability data		X
Allow Ensono to install data collection/polling Materials within Client network		X
Approve requirements and policies for network monitoring set forth in the procedures manual		X
Communicate business changes that require network changes in scope, capacity, growth and/or architecture		X
Provide: • A list of notification contacts and escalation points • Login access and security settings from Client managed target Materials • Notification of adds/moves/changes of Client managed/monitored network Materials		X
Configure: • Client managed Materials to allow access from the Ensono management and polling station(s) • Login access and security settings on Client managed Materials		X
Request parameter and threshold changes, submitted as a service request and subject to approval		X
Advanced Analytics – Ensono Data Centers Only		
Provide: • Quick isolation between client, server, network and application performance as it affects end user response time • Integrated view from multiple data sources, combining SNMP polling, IPFIX (netflow) analysis and IP packet analysis into a single interface. • Packet capture and analysis to diagnose network, server and/or application related problems. This is a separate Service Management Engagement • Unified Communications monitoring on VoIP and video calls	X	
Provide network performance database monitoring: • Monitor database performance at the transaction level • Identify SQL statements or database calls responsible for application delay	X	

Task	Ensono	Client
Internet and Backbone Services		
Implement Client requested changes during normal maintenance windows	X	
Communicate to Client at the beginning of each calendar year the scheduled quarterly maintenance window	X	
Assist with implementation of Internet and Backbone connectivity	X	
Diagnose incidents that occur on the Ensono facility Internet and Backbone Materials	X	

Provide:
  ▪ Capacity planning as a separate Service Management Engagement
  ▪ Ensono public IP addressing as a separate Service Management Engagement
	X	

Perform quarterly maintenance and failover testing	X	
Define Internet and Backbone communications capability and functionality requirements		X
Provide Client public IP addressing for Internet		X
Perform in depth testing of applications		X
Dedicated Customer Circuit Services		
Procure Ensono owned circuits	X	
Communication of Ensono procured circuit installation date and availability	X	
Extend circuit to termination Materials	X	
Implement Client requested changes during standard maintenance windows	X	
Provide capacity planning as a separate Service Management Engagement.	X	

Perform:
  ▪ IP connectivity validation between circuit termination Materials
  ▪ Initial testing of connectivity with Client systems and applications
  ▪ Quarterly maintenance
  ▪ Quarterly failover testing
	X	

Procure Client owned circuits		X
Define capability and functionality requirements for private circuit communications Materials		X
Provide Letter of Agency		X
Communication of Client procured installation date and availability		X
LAN Services		

Assign:
  ▪ Ensono owned public IP address as a separate Service Management Engagement
  ▪ Ensono validated private IP
	X	

Provide capacity planning as a separate Service Management Engagement	X	
Perform initial set up of Client's connection into virtual routing configuration	X	
Implement Client requested changes during normal maintenance windows	X	
Track Ensono owned public IP	X	
Track Ensono validated private IP	X	
Define ▪ LAN communications capability and functionality requirements		X
Wireless LAN Services		
Perform wireless site survey for deployment location	X	
Configure controllers to manage Client access points	X	
Implement Client defined additional security options	X	
Define ▪ End user Authentication Requirements		X

Provide:
  ▪ Requirements for additional security options
  ▪ Projected growth requirements
		X

Load Balancing Services		

Task	Ensono	Client
Configure: ▪ An SSL profile ▪ Basic load balancing methods: round robin, ratio connections and least connections. Other load balancing methods if requested by Client pursuant to a separate Service Order or SOW and subject to additional charges ▪ Source IP address preservation as a separate Service Management Engagement ▪ Custom health checks as a separate Service Management Engagement ▪ Simple health checks based on protocol or service type (e.g. ICMP, HTTP, etc.) ▪ HTTP redirect services (e.g. maintenance page) ▪ HTTPS redirect services ▪ Ensono standard rule set (e.g. redirect from HTTP to HTTPS) ▪ HTTP compression and caching ▪ Custom rules as a separate Service Management Engagement ▪ IP address persistence options ▪ Cookie persistence, JSession persistence, etc. options	X	
Implement Client provided SSL certificates and monitor/track SSL expiration	X	
Define load balancing requirements		X
Site to Site VPN Services		
Define security requirements that meet or exceed Ensono's minimum requirements (e.g., 3DES, Security Association Lifetime, etc.)	X	
Provide: ▪ Document listing Ensono's minimum requirements for VPN connections ▪ Ensono owned compatible site to site VPN Materials at the remote location(s) as a separate Service Management Engagement ▪ Ensono data center location public IP addresses for Ensono devices (only registered addressing will be accepted on the Ensono network) ▪ The Ensono owned Ensono data center location site-to-site VPN Materials ▪ Capacity planning as a separate Service Management Engagement	X	
Perform: ▪ Initial configuration necessary to maintain VPN services on the Ensono managed Materials ▪ Basic monitoring of connectivity between VPN termination equipment ▪ Initial configuration on Client or third party Materials where Ensono provides and manages the remote VPN Materials	X	
Change: ▪ Configuration as necessary to maintain VPN service on Ensono managed Materials during normal Business Hours ▪ Configuration on Client or third party Materials as necessary to maintain VPN service on Ensono managed remote VPN Materials during normal Business Hours	X	
Define site to site VPN communications capability and functionality requirements		X
Provide: ▪ Client side Internet ▪ Client owned compatible site to site VPN Materials at the remote location(s) ▪ Client owned Ensono data center location site to site VPN Materials ▪ Ensono data center location public IP addresses for Client devices ▪ Public IP addresses for VPN Materials at Client location(s) (Only registered addressing will be accepted on the Ensono network.)		X
WAN Application Traffic Performance Collection and Reporting Service		
Implement request for traffic analysis policy update to be performed during normal Business Hours	X	
For Ensono managed Materials, configure settings for interfaces to be monitored	X	
Review traffic analysis policy updates that affect Ensono provided portions of the Environment	X	
Conduct monthly review of reports in terms of the network with Client per the standard schedule	X	
In response to an application performance incident or problem, perform analysis of collected data and troubleshooting available as a separate Service Management Engagement	X	
For non-Ensono managed Materials, configure settings for interfaces to be monitored		X

Task	Ensono	Client
Firewall Services		
Establish standard Ensono security administration policies and procedures	X	
Implement initial Ensono standard base firewall configuration	X	
Conduct review of Client firewall policy and provide recommendations for improvement as a separate Service Management Engagement.	X	
Review: • Firewall rule changes that affect Ensono environment • Firewall rule changes to Client policy as a separate Service Management Engagement.	X	
Implement request for Client firewall policy update during normal Business Hours	X	
Participate in Client audit of firewall environment as a separate Service Management Engagement.	X	
Provide capacity planning as a separate Service Management Engagement.	X	
Define firewall communications capability and functionality requirements		X
Provide: • A detailed listing of the Client services to be allowed to pass through the firewall • Application support to validate Client firewall policy changes are implemented correctly.		X
Proxy Services		
Participate in Client audit of proxy Materials as a separate service management engagement.	X	
Provide capacity planning as a separate Service Management Engagement.	X	
Establish standard Ensono security administration policies and procedures	X	
Conduct review of Client proxy policy and provide recommendations for improvement as a separate Service Management Engagement.	X	
Review Client proxy policy updates that affect Ensono environment	X	
Review proxy policy update requests to Client policy as a separate Service Management Engagement.	X	
Implement request for Client proxy policy update during normal Business Hours	X	
Provide application support to validate Client proxy policy changes are implemented correctly.		X
Define proxy communications capability and functionality requirements		X
Provide a detailed listing of the Client services to be allowed to pass through the proxy		X

Definitions

1. **"Materials"** means the hardware and software set forth in the applicable Client Hardware/Software Schedule and requisite maintenance.

2. **"Service Management Engagement"** means an additional service that would be set forth in a separate Service Order or Statement of Work and would be subject to additional charges.

3. **"Business Hours"** means 9 AM to 5 PM local time in Chicago, Illinois.

EXHIBIT B – 13
Service Description - Managed Threat Appliance

The Managed Threat Appliance Service (the "Service") is a modular security solution that protects network services, applications, and Client data with visibility, precise access control, threat prevention, and encrypted data transmission wherever they reside. The Service helps Clients achieve compliance with common federal and industry regulations and includes management of physical and virtual threat appliances that are purposefully designed for simplicity, automation, and integration across Ensono supported platforms.

The table below summarizes Service components that are included.

Service Components	Included	Service Option
Project Management	X	
Threat Appliance Installation	X	
Threat Appliance Configuration	X	
Configure Service Dependencies	X	
Register Threat Appliance and Service Options in Envision CMDB	X	
Availability Monitoring	X	
Release Version Management	X	
Managed Firewall		X
Threat Prevention - Intrusion Prevention System (IPS)		X
Site to Site VPN		X
Remote Access VPN		X
Malware Prevention		X
URL Filtering		X
SSL Decryption		X
User-ID		X
Dedicated Management Environment - Virtual Appliance		X

Service Tasks Roles and Responsibilities

The tables below describe the tasks and responsibilities for the Service component as well as the responsible party in each of the Service Tiers which, if purchased will be expressly referenced in a Service Order or Statement of Work ("SOW").

Tasks	Ensono	Client
Define threat appliance capability and functionality requirements		X
Project Management – Coordinate internal and Client kickoff calls and provide project management for threat appliance installation and service option enablement	X	

Threat Appliance Installation
    ▪   Virtual - deploy VM-Series package on Ensono supported platform
    ▪   Physical Appliance – rack, cable, power, and prepare the appliance for configuration
	X	

Configure Service Dependencies - Configure any Ensono-managed infrastructure or security control to enable the functionality required to deliver to the scope of this Service	X	
Register Threat Appliance and Service Options in Envision CMDB - Register threat appliance and enabled Service options within Envision CMDB	X	
Availability Monitoring – Provide ongoing availability monitoring of threat appliances	X	
Release Version Management - Patch, upgrade, and manage the threat appliance release version during Ensono standard maintenance window	X	
Implement threat appliance change requests during Ensono standard maintenance windows	X	
Provide capacity planning as a separate service management engagement	X	

Managed Firewall

This Service option enables firewalling and identifies the application, regardless of port, encryption, or evasive technique for all access policy decisions and automatically blocks a range of known threats, including exploits, malware, and spyware. Service includes firewall configuration, and access policy change management.

Tasks	Ensono	Client
Define firewall capability, functionality, and policy requirements		X
Provide baseline firewall configuration and policy including a detailed list of IP services to be allowed with source, destination, port, protocol, and a summary of the required flow in addition to traffic to be blocked.		X
Implement baseline firewall configuration and policy	X	
Implement Client firewall policy change requests during Ensono standard maintenance windows	X	
Forward firewall logging to Client SIEM, SOC, or other log solutions	X	
Participate in Client audit of firewall environment as a separate Service Management Engagement	X	
Test and validate Ensono changes as required		X

Threat Prevention - Intrusion Prevention System (IPS)

This Service option automatically stops vulnerability exploits using in-line intrusion prevention and blocks complex attacks such as outbound command and control traffic. The Service provides network-security protection against these threats by confronting threats at each phase of the attack.

Tasks	Ensono	Client
Define threat prevention, antivirus, anti-spyware, file blocking, dynamic threat blocking, and vulnerability protection capabilities, functionality, and policy requirements		X
Provide baseline IPS configuration and policy		X
Implement baseline IPS configuration and policy	X	
Configure and maintain the dynamic update policy for in-scope threat appliance	X	
Implement up to 2x threat prevention Client change requests per month during Ensono standard maintenance windows	X	
Forward threat prevention logging to Client SIEM, SOC, or other log solutions	X	
Test and validate Ensono changes as required		X
Provide third-party SOC services as a separate service management engagement	X	
Provide log analysis, response, and remediation of threat appliance logs		X

Site to Site VPN

This Service option creates managed virtual private networks that allow users and systems to connect securely over public networks enabling secure remote administration, services, and applications.

Tasks	Ensono	Client
Define site to site VPN capability, functionality, and minimum VPN tunnel security requirements		X
Provide data center location, and public IP addresses for Client-managed units		X
Provide Client data center location and public IP addresses to be assigned to the Ensono-managed units	X	
Define VPN security configurations that meet or exceed Ensono's minimum requirements		X
Implement Client VPN change requests during Ensono standard maintenance windows	X	
Perform basic monitoring of connectivity between VPN termination equipment	X	

Remote Access VPN

This service option enables remote access Virtual Private Network (VPN) configurations allowing Client remote users to securely connect over public IP networks.

Tasks	Ensono	Client
Define remote access VPN capability, functionality, and minimum VPN tunnel security requirements		X
Provide baseline configuration and authentication profile for deployment		X
Manage remote user identities, and maintain MFA enrollment		X
Install and maintain all remote access VPN client software and agents		X

Tasks	Ensono	Client
Apply Client baseline configuration and authentication profile	X	
Implement up to 2x remote access VPN change requests during Ensono standard maintenance windows	X	
Test and validate Ensono changes as required		X
Support and troubleshooting of VPN Clients and endpoints having trouble connecting		X

Malware Prevention

This service option enables a powerful cloud-based virtual environment that analyzes and executes unknown files or email links and detects highly evasive zero-day exploits and malware.

Tasks	Ensono	Client
Define malware prevention capability and functionality requirements		X
Provide baseline configuration, file blocking profile (including the file types and actions), and analysis profile		X
Apply Client baseline configuration, file blocking profile, and analysis profile	X	
Configure categorization by severity levels so that the scheduled update processes address new threats automatically	X	
Implement up to 2x Malware Prevention change requests per month during Ensono standard maintenance windows	X	
Test and validate Ensono changes as required		X
Provide malware prevention log analysis, response, and remediation		X

URL Filtering

This service option protects against web threats by comparing all web traffic against a continuously updated URL filtering database of categorized URLS.

Tasks	Ensono	Client
Define URL filtering capability, functionality, and policy requirements		X
Provide Ensono with baseline URL filtering profile (rules, URL categories, and exceptions)		X
Implement Client defined URL filtering components during Ensono standard maintenance windows	X	
Implement Captive Portal authentication methods and settings as required	X	
Implement up to 2x Client exception change requests per month during Ensono standard maintenance windows	X	
Test and validate Ensono changes as required		X

SSL Decryption

This service option enables the ability to decrypt and inspect SSL inbound and outbound connections going through the threat appliance.

Tasks	Ensono	Client
Define SSL Decryption capability, functionality, and policy requirements		X
Provide Ensono with certificates, Certificate Authority (CA), baseline SSL decryption rules, decryption URL categories, source users, and source/target addresses as required		X
Configure certificates, Certificate Authority (CA), baseline SSL decryption rules, decryption URL categories, source users, and source/target addresses as required	X	
Enable SSl decryption notification page if required	X	
Implement up to 2x Client SSL Decryption change requests per month during Ensono standard maintenance windows	X	
Test and validate Ensono changes as required		X

User-ID

This service option enables the ability to leverage user information for visibility, user-based, and group-based policy control, and improved logging, reporting, and forensics.

Tasks	Ensono	Client
Define User-ID capability, functionality, and policy requirements		X
Provide Ensono with the Windows servers to poll for mapping, poll frequency, dedicated service account credentials, the subnetworks that the integrated User-ID agent should include in or exclude from user mapping, and Captiv portal requirements		X
Enable User-ID and configure Windows servers, poll frequency, dedicated service account credentials, subnetworks, and Captiv portal as required	X	
Configure authentication policy and validate the configuration changes	X	
Implement up to 2x User-ID change requests per month during Ensono standard maintenance windows	X	
Test and validate Ensono changes as required		X

Dedicated Management Environment –Virtual Appliance

This Service option enables the ability to manage, and monitor threat appliances using central oversight with local control, as required. The option streamlines threat appliance operations with centralized configuration and deployment, aggregated logging and reporting, and distributed policy administration.

Tasks	Ensono	Client
Define dedicated management environment capability, functionality, and policy requirements		X
Install the virtual management appliance on the Ensono supported platform	X	
Configure virtual management appliance for centralized management of in-scope threat appliances	X	
Configure virtual management appliance for log collection of in-scope threat appliances	X	
Implement Client requests for virtual threat management appliance during Ensono standard maintenance windows	X	
Provide ongoing availability monitoring of threat management virtual appliance	X	
Patch, upgrade, and manage the virtual threat management appliance during Ensono standard maintenance windows	X	

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OPTIMIZE FOR TOMORROW.

EXHIBIT B – 14

Service Description – Cloud Web Application Firewall (WAF) Managed Service

Cloud Web Application Firewall (WAF) Managed Service (the Service) offers full web application security protection including OWASP Top-10 coverage, advanced attack protection and zero-day attack protection. Featuring a DDoS Protection module, this package protects against web application attacks (e.g. SQL injections, XSS, CSRF, Buffer overflow, Brute force attacks) as well as DDoS Attacks (e.g. SYN flood, ICMP flood, slow rate attacks). It is fully managed and monitored 24X7 to ensure service availability.

The table below summarizes Service components that are included.

Service Components	Included
Service Deployment	X
24X7 Managed Security Service	X
Logs review and system monitoring	X
Weekly calls during onboarding phase	X
Monthly security reports	X
WAF alerting	X
Technical Account Manager	X
Forensics reports (two per year)	X
Pre-attack high risk alerts	X
Post-attack alerts and recommendations	X
Monthly call following monthly report	X
ERT direct "Hot-Line"	X
Dedicated Security Expert	X
High risk event identification and engagement	X
Application security policy review and optimization	X[1]
DDoS protection policy review and optimization	X[1]
Point of contact	X[2]
Periodic security assessment configuration review	X[3]

1. *Proactive service function*
2. *The on-call TAC (Technical Assistance Center) manager is notified and an appropriate resource is allocated put in direct contact with Client*
3. *Quarterly frequency*

Service Tasks Roles and Responsibilities

The tables below describe the tasks and responsibilities for the Service component as well as the responsible party in each of the Service Tiers which, if purchased will be expressly referenced in a Service Order or Statement of Work ("SOW").

Task	Ensono	Client
Deployment Parameters – Provide Ensono with the requested information required including details about network topologies, routing methods, IP mappings, IP addresses, and domain names. Any information that may affect the operation of the service is pertinent to the configuration.		X
Service Onboarding - Define a VIP for each serviced asset, define and tune the security policy, and run the service validation procedure.	X	
Service Redirection - Define a DNS record to specified VIP for each serviced asset		X
Service Deployment – Configuration of the Client's inbound network traffic to be inspected in route to the Client's Fully Qualified Domain Name.	X	

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Task	Ensono	Client
24X7 Emergency Response Team (ERT) & Managed Services - Emergency Response Team provides 24X7 proactive security services. ERT security experts are experienced with fighting known, as well as emerging, single, and multi-vector attacks while providing attack mitigation best practices and techniques. • Radware's trained professionals have knowledge and intelligence of threats, tools, and technologies, while developing and implementing new ones. • ERT is responsible for ongoing monitoring of the customer's serviced assets at peacetime and at attack, time to protect the customer has serviced assets. In the event the customer purchases the Premium option, they will be entitled to contact the ERT team directly.	X	
Log review and system monitoring – Conduct periodic log review and ongoing system monitoring	X	
Weekly calls during onboarding phase – Participate in weekly scheduled calls during the onboarding process	X	
Monthly security reports – Provide monthly scheduled email-based PDF security reports	X	
WAF alerting - provides warning based on pre-defined and configurable event correlation rules	X	
Application security policy review and optimization – A review of web application specific policy parameters and attack conditions with the goal of improving effectiveness	X	
DDoS protection policy review and optimization - A review of DDoS specific policy parameters and attack conditions with the goal of improving effectiveness	X	
Assigned Point of contact - When a service request is created the on-call TAC (Technical Assistance Center) manager is notified and an appropriate resource is allocated.	X	
Periodic security assessment configuration review – An in-depth security assessment is conducted for the environment and assets related to this Service.	X	
Technical Account Manager - Dedicated technical account manager (TAM) and ERT expert, pre- and post-attack alerts and reports and ongoing tuning and updates of protections by security experts	X	
Forensics reports - Report including a global summary of security events by attack type (two per year)	X	
Pre-attack high risk alerts - provides warning based on global security event correlation rules.	X	
Post-attack alerts and recommendations – provides recommendations specific to event conditions	X	
Monthly call following monthly report – Scheduled recurring call with assigned TAM	X	
ERT direct "Hot-Line" – Direct access to 24X7 Emergency Response Team (ERT)	X	
Dedicated Security Expert – Client onboarding, mitigate complex attacks, forensics, and analysis	X	
High risk event identification and engagement – Analysis of high-risk events and Client collaboration	X	

EXHIBIT B – 15

Service Description - Service Management Service

Ensono Service Management Service (the "Service") is based on an ITIL framework designed to manage activities and interactions between Ensono and Client to ensure Ensono services are delivered, aligned, and sustained to manage Client's business requirements. The Service is divided into the following Service Categories.

Service Categories
The Service consists of the following service categories:
1. Service Management Resource Support
2. Monitoring and Management Center ("MMC") Services - Ensono Service Desk
3. Incident Management
4. Service Request and Change Request Management
5. ITIL Process Management
6. Ensono Standard Reports

Tasks and Role and Responsibilities
Each Service Category details the Tasks and Roles and Responsibilities to be performed by Ensono and/or Client.

1. Service Management Roles
The Service is delivered and supported by a designated Client Success Manager and /or a Technical Delivery Manager. This is based on Client requirements and/or complexity of the solution; the resources will be provisioned to align specifically to Clients support requirements

Client Success Manager ("CSM")
The CSM will be the primary business contact for support of Ensono's services. The CSM will be responsible for business coordination including management of service levels, lifecycle process, and service changes. The CSM will provide regular touch-base meetings to discuss service reviews, development planning, and monthly scorecards as outlined in the Governance Overview which is available upon request.

Tasks	Ensono	Client
Service Level Management – management of Ensono services and the Service Level Agreement ("SLA"); conduct monthly service review meetings, provide executive summary on performance, availability, recoverability, insights. Serve as the point of escalation for operational issues.	X	
Demand Management – highlight potential service issues, understand Client requirements, and manage business moves, adds and changes.	X	X
Lifecycle Management – hardware/software maintenance, subscription renewals, communication, and management of end of life products and services.	X	X
Risk Management – documentation and communication of operational risks, co-ordination of disaster recovery activities, and management of security services.	X	X
Continual Service Improvement – proactive service improvement, development of formal Service improvement plans, follow up on feedback, complaints, and Client satisfaction surveys.	X	

Technical Delivery Manager ("TDM")
The TDM will act as an advocate for the Client and work with Ensono Support Teams, providing oversight and guidance in support of the Client's environment and operational requirements.

Core Responsibilities
▪ Coordinate all technical resources in support of the delivery of Ensono Services, in the Client's steady state environment.   ▪ Identify and communicate opportunities for operational process improvements.   ▪ Oversee updates and integrity of operational documentation.   ▪ Advocate on behalf of the Client to provide ITSM governance (incident, request, change and problem management), per Ensono Standards.

2. Monitoring and Management Center ("MMC") Services - Ensono Service Desk

The Client is responsible for first level service desk operation related to Client Service Requests and Incidents for the Client environment ("**Client Service Desk**") including the initial triage of calls or electronic requests from Client end users until it is determined that an Incident or Service Request is related to an Ensono Service. Upon determination Client will open a ticket with the Ensono MMC using either the Ensono Envision Portal and/or via the Clients Service Management Platform, integrated with Ensono via the Envision Connect Service*.

Ensono will perform second level service desk functions. Ensono MMC will review the ticket and will route it to the applicable Ensono resolution team. ***Note: The Client is required to open a Severity 1 Incident ticket by calling the Ensono MMC at 1-833-MMC-SERV (Local / Regional Numbers will be provided per Client's business requirements.)*** Ensono MMC manages Client transferred tickets in the following two categories during Ensono's Primary Hours of Operation:

- **Incident** is defined as: (ITIL Service Operation) An unplanned interruption to an Ensono service or reduction in the quality of an Ensono service. Failure of a configuration item that has not yet affected an Ensono service is also an Incident (e.g., failure of one disk from a mirror set).
- **Service Request and Change Request** is defined as: (ITIL Service Operation) A formal request from a user for something to be provided or modified (e.g., a request for information or advice, a password reset, or a modification to the Ensono provided service).

Envision Connect Service is an API supported integration platform that requires Client to configure connectivity of the Client's existing Service Management Platform to Ensono's Service Now Platform. The Envision Connect Service is a separate service offering and is further described in the Service Description – Envision Connect Service.

Primary Hours of Operations for Incidents, Service Requests and Change Requests are outlined in the table below.

Table # 2

Incident Requests – Ensono Primary Hours of Operation	
Incident Severity Level	**Availability of Ensono Resolver Teams**
1	24X7X365
2	24X7X365
3	7am - 6pm (Monday to Friday) Ensono Regional Business Hours
4	7am - 6pm (Monday to Friday) Ensono Regional Business Hours
	The Ensono Business Hours Excludes Regional National / Bank Holiday's
Service Requests and Change Requests – Primary Hours of Operation	
Service Requests	24X7X365
Change Requests	7am - 6pm (Monday to Friday) Ensono Regional Business Hours
	The Ensono Business Hours Excludes Regional National / Bank Holiday's

3. Incident Management

Incident Management Process

The Ensono MMC will perform the following tasks during the Primary Hours of Operation set forth in Table #2 upon receipt of a Client transferred Incident:

- Acknowledge the receipt of the Incident.
- Assign the Incident to an analyst on the appropriate Ensono resolver team.
- Commence efforts to address the Incident.
- Ensono will work on an open Incident until one of the following occurs:
    - The underlying problem has been resolved.
    - Both the Client and Ensono agree to close it.

─ The Incident is determined by Ensono to be outside the scope of the services and transferred back to the Client Service Desk.

Incident Severity Level Assignments

The Client Service Desk will assign a Severity Level to each Incident opened with the Ensono MMC. Severity Level assignments must align to the Incident Severity Level Definition set forth in in Table #3. In the event a Severity Level is not assigned by the Client Service Desk, the Ensono MMC will assign the Severity Level based upon the information provided by the Client in accordance with the definitions set forth in Table #3. One ticket is opened per Incident.

Incident Severity Level Definitions

Incident Severity Level definitions set forth in the table below and will be used for assigning a Severity Level to an Incident as the basis for measuring SLA metrics.

Table #3

Incident Severity Level Definition	Severity Level
Critical Business Impact ▪ The Incident causes complete loss of application(s) supported in the production service environment. ▪ The business operation is mission critical to Client's business. ▪ Work cannot reasonably continue. ▪ The situation is an emergency.	**Level 1**
Significant Business Impact ▪ Incidents that result in a severe loss of application(s) supported by the production and non-production services environment. ▪ No acceptable workaround is available, however, business operations in the services environment can continue to be conducted in a restricted fashion.	**Level 2**
Some Business Impact ▪ The problem causes minor loss of the application(s) supported by the production and non-production services environment. ▪ The impact is an inconvenience, which may require a workaround to restore functionality.	**Level 3**
Minimal Business Impact ▪ The problem causes no loss of use of the applications supported by the production and non-production services environment. ▪ The result is a minor error, incorrect behavior, or a documentation error that does not impede the operation of the system within the applications environment.	**Level 4**

Incident Severity Level Adjustments

Client may, during the Incident process, downgrade or upgrade an Incident Severity Level in accordance with the Incident Severity Level Definitions as follows:

- Downgrades of Severity Levels: The Incident no longer warrants the Severity Level currently assigned based on its current impact on the Client's environment, the Severity Level will be downgraded to the Severity Level that most appropriately reflects its current impact.

- Upgrade of Severity Levels: The Incident warrants the assignment of a higher Severity Level than that currently assigned based on the current impact on the Client environment, the Severity Level will be upgraded to the Severity Level that most appropriately reflects its current impact.

4. Service Request and Change Request Management

The Ensono MMC will perform the tasks during the Primary Hours of Operation set forth in Table #2 upon receipt of a Client transferred Service Request or Change Request and will categorize the request into one the following three categories.

Service Request and Change Request Categories

Table #4

Request Type	Examples

1. Service Request
Execution of pre-defined and qualified work activities that do not require a Change Request.
	▪ User Admin Request
	    − User account administration to Domain, Linux, Mainframe
	    − Password Reset
	    − Client Contact Administration
	▪ Backup or Restore Request
	▪ Request for information or comments
	    − Database queries (select query only not include alter/update/delete)
	    − Request for technical information such as audit requests, log files, configuration data, reporting or monitoring data
	▪ Request for technical consultation
	    − Scheduled technical bridge call with Client and an Ensono workgroup

2. Change Request – Standard Execution of preapproved changes approved by the Ensono CAB, in partnership with Clients, to complete changes which are routine and have a repeatable method-of-procedure defined. A standard change is typically classified as having low impact risk.	▪ Stop or start services process ▪ Take servers in/out of load balancer ▪ Additional monitoring/reporting configured ▪ Assignment of additional IP addresses. ▪ Configuration of SSL certificates, DNS records, and simple firewall rules ▪ Remote hands work
3. Change Request - Complex Execution of changes requiring planning, research, analysis, and/or testing. Complex Changes may require multiple workgroups to be involved and/or require a customized method-of-procedure to be documented for Client Change Approval Board ("CAB") review and approval.	▪ Newly defined ACL and NAT Firewall changes ▪ Network routing changes ▪ Database changes ▪ DR Failover and testing ▪ Re-IP of environment

Service Request and Change Request Urgency Levels

Ensono will also assign one of the following Urgency Levels to the Service Request or Change Request based upon initial triage communication with the Client Service Desk and/or designated Client personnel:

Table #5

Urgency Level	Definition and Examples

Normal	Ensono preferred and standard default urgency level to ensure quality lead time preparation and resource availability planning.
	    ▪ Client application testing or turn-up requiring changes to Ensono managed infrastructure
	    ▪ Planned monthly patching

Expedited	***Client must contact the Ensono MMC by phone at 1-833-MMC-SERV to initiate Expedited Requests and Changes.*** Expedited Requests or Changes have high urgency and must be completed as soon as possible to avoid potential business impact or to resolve a high-risk situation. ▪ Client contact termination and immediate action required to remove access ▪ Urgent FW change required to avoid market impact of new application functionality
Emergency	Ensono will process Emergency Changes as required using the Incident Management process.

Service Request and Change Request Methods

Ensono will execute a Service Request or Change Request in one of the following methods.

Table #6

Execution Method	Definition
First-in-First Out	Ensono preferred method of execution when appropriate where the Service Request is picked-up from a queue, marked with Normal Urgency, and executed at any time. Expedited Service Request and Change Request will "queue jump" to be handled as soon as possible.
Scheduled	Ensono will work with the Client to schedule the execution of the Change Request at a specific date and time with the appropriate workgroup(s). This work is often complex or has a high-risk level where execution is best suited in a Client provided window. The changes often require the Client or multiple workgroups to be involved. All Complex changes must be scheduled.

Service Request and Change Request Fulfilment

The following table provides Ensono's general fulfilment objectives for Service Request or Change Request based on the Request Category, Execution Method and Urgency Level.

Table #7

Service Request Fulfilment
First in First Out
Normal ▪ Normal Service Requests are executed by appropriate workgroup queue by First in First Out methodology with-in **5 business days Completion Target.** **Expedited / Emergency** ▪ Expedited Requests are governed by Severity Levels and aligned to Ensono Standard SLA's. An Expedited Ticket will be reviewed and mapped to the appropriate severity level and executed accordingly.
Change Request – Standard Fulfilment
Scheduled
Normal ▪ Normal Scheduled Standard Changes are required to be executed in a mutually agreed forward scheduled appointment **3 Business Days Advanced Notice** **Expedited / Emergency** ▪ Expedited Change Requests are Governed and executed by Severity Level – Guided by Client Business Impact. A mutually agreed upon change window will be coordinated and scheduled to **meet client's business requirements.**
Change Request – Complex Fulfilment
Scheduled
Normal ▪ Normal Scheduled Complex Changes are required to be executed in a mutually agreed forward **scheduled appointment with 10 business days advanced notice**. **Expedited / Emergency** ▪ Expedited Complex Change Requests are Governed and executed by Severity Level – Guided by Client Business Impact. A mutually agreed upon change window will be coordinated and scheduled to **meet client's business requirements.**

5. ITIL Process Management

Event Monitoring Management

Ensono identifies multi-platform health issues across the data center to provide event and alert analysis to ensure continuity of Client business service performance which includes the following tasks.

Table #10

Task	Ensono	Client
Monitoring scope – Ensono managed platforms, configuration items, environmental conditions, software, security and activities (utilization/performance).	X	
Provide standard service specific reports via the Ensono Envision Portal.	X	
Event monitoring management exceptions will be governed and supported by the Ensono Incident and problem management process.	X	

Service Level Management

The following service level objectives will be coordinated during the on-boarding process and maintained and refreshed as part of the Ensono services lifecycle.

Table #11

Task	Ensono	Client
Review SLAs, standard monitoring, and reporting.	X	
Establish, support and improve communication between Ensono and Client.	X	X
Perform SLA reviews quarterly with Client and explore opportunities for service improvement.	X	

Performance Reporting

Ensono reviews and monitors performance and advises Client on existing performance and demand which includes the following tasks.

Table #12

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all performance managed systems.	X	
Generate the data needed for the Client-specific performance reports only for pre-defined systems based on agreed upon scope.	X	
Provide performance management reports to Client via self-service on the Ensono Envision Portal.	X	X
Provide high level quarterly overview of Client's performance.	X	X
Maintain and understand performance and utilization of each IT component under Ensono management.	X	
Utilize reactive performance management whenever necessary for successful performance.	X	

Change Management

Change Management services consist of the planning, implementation, and record keeping of all changes for a Configuration Item ("CI").

Table #13

Task	Ensono	Client
Responsible for managing the Ensono CAB.	X	
Collect information to integrate Client into Ensono's technical change management process.	X	
Validate that the Client can accommodate e-mail notification.	X	
Ensono defined policies and procedures are documented and adhered to for all change requests.	X	
Provide schedule of predefined system downtimes for routine maintenance and other work.	X	
Provide change management reports to Client via self-service on the Ensono Envision Portal	X	
Perform change management within the Ensono service management platform.	X	
Schedule and execute changes in accordance with the Ensono change windows.	X	
Present changes for final scheduling during the Ensono internal CAB.	X	
Execute changes for Client (limited to 100 per month).	X	
Escalates emergency changes.	X	
Upon change completion, Ensono will perform and execute a standard post implementation review.	X	
Identify Client associates authorized to request and view changes.		X

Task	Ensono	Client
Identify list of Client associates to be trained in the use of Ensono's change management process and ticketing system.		X
Provide monthly standard KPI reporting via the Ensono Envision Portal.	X	
Provide continual review and process improvement recommendations on Ensono internal policy.	X	

Configuration Management

Configuration Management services consist of the management of CIs within the Configuration Management Database ("CMDB").

Table #14

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all CIs.	X	
Create initial CI records.	X	
Maintain accuracy of data for all Ensono managed CI records.	X	
Document and maintain all Ensono managed CIs in the CMDB.	X	
Standard CI attributes will be maintained by the CI contact group based on Ensono attribute definitions.	X	
Maintain standard CI relationship for Ensono managed CIs.	X	
Maintain colocation CIs within the CMDB.	X	
Provide standard CI reporting to Client via self-service on the Ensono Envision Portal.	X	
Audit CIs per internal audit schedule and procedure.	X	
Perform configuration management within Ensono's service management platform.	X	

Asset Management

Asset Management Services provide for the inventory and management of all equipment set forth in the Hardware/Software Schedule. The asset information management system will serve as a record of the asset list.

Table #15

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all assets.	X	
Creates initial asset record.	X	
Maintain accuracy of the asset data for all Ensono managed assets.	X	
Collect and store Ensono owned assets for redeployment.	X	
Dispose of Ensono owned assets.	X	
Dispose of Client owned assets.		X
Provide standard asset reporting to Client via self-service on the Ensono Envision Portal.	X	
Audit assets residing in an Ensono data center per Ensono audit schedule and procedure.	X	
Document and maintain Ensono owned asset maintenance contracts.	X	

Problem Management

Problem Management services includes the activities required to diagnose the root cause of Incidents and determine actions for resolution.

Table # 16

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all problems.	X	
Oversee the Problem Management process.	X	
Perform a root cause analysis on all valid Severity 1 Incidents and upon mutual agreement for all other Incidents.	X	
Deliver documented RCA summaries (problem reviews) to Client for review.	X	
Provide standard KPI reporting to Client via self-service on the Ensono Envision Portal.	X	
Perform problem management within the Ensono service management platform.	X	
Maintain work arounds and known errors in a known error database.	X	
Deliver documented RCA summaries (problem reviews) to Client for review.	X	

6. Ensono Standard Reports

Ensono will provide the reports for a Client Managed Service Area at the Frequency set forth in the Reporting section. Ensono will provide Client access and training to obtain reports via the self-service Envision Portal.

The Ensono Reporting section is provided specific to the Ensono Managed Services Provided to Client.

Table #17

Service Area	Report	Is Sample Report Available?	Frequency	Where is the Report Stored?
Mainframe	Performance Metrics	Yes	Monthly	Envision Portal
	DASD Utilization	Yes	Monthly	Envision Portal/ File Library
	Self Service - Ticketing Data Supports reporting for: Console Monitoring/Job Schedule Monitoring/Application Change Control & Schedule Configuration	Yes	Monthly Reports Updated to Portal by CSX Team – To File Library	Envision Portal
Server	CPU Usage (%) Metrics	Yes	Weekly/Monthly	Envision Portal
	Physical Memory Usage % Metrics	Yes	Weekly/Monthly	Envision Portal
	Disk Usage % Metrics	Yes	Weekly/Monthly	Envision Portal
	Data Protection Metrics	Yes	Daily/Weekly/Monthly	Envision Portal
Security	CA-ACF2	No	Daily	Mainframe
	CA-TSS	No	Daily	Mainframe
	IBM RACF	No	Daily	Mainframe
ITIL Governance	ITSM Reporting (Change / Incident / Requests)	Yes	Daily /Monthly	Envision Portal
	Asset Management	Yes	Daily	Envision Portal
	Weekly Operations Report	Yes	Weekly	Envision Portal
	DR Test Execution Report	Yes	By Request	By Request
	Daily Service Review	Yes	Daily	By Request
	Voice of the Client	Yes	Bi-Annual	By Request
	Monthly Operations Review	Yes	Monthly/ Agreed Upon Schedule	Envision Portal
	Service Level Reporting	Yes	Monthly (Service Dependent Agreement)	Envision Portal
	Annual Service Review	Yes	Annual	By Request
	Project Status	Yes	By Request	By Request

EXHIBIT B – 16

Service Description – Disaster Recovery Managed Service

An Ensono Business Continuity Professional works with Client and to create and maintain the Technical Services Recovery Plan manual. The manual includes detailed recovery processes and required components to effectively recover the Client's Ensono processing environment. Recovery exercise services are performed to validate the disaster recovery solution remains current and effective, identifying recovery plan gaps, validating recovery processes, procedures and process improvements or enhancements. The Ensono Business Continuity Disaster Recovery ("BCDR") Team coordinates the exercise's planning process, execution and post exercise reporting activities.

Roles and Responsibilities

The following tables list the tasks and responsibilities for the available service components, which components, if purchased, will be expressly referenced in Client's Service Order or Statement of Work.

Technical Services Recovery Plan Development

Tasks	Ensono	Client
Define recovery components	X	X
Identify: ▪ Applications and processes ▪ Network-LAN/WAN and firewall ▪ Recovery Platforms-Linux, Windows, Unix etc. ▪ Recovery Equipment ▪ Suppliers, vendors ▪ Data feeds' requirements ▪ Dependencies and inter-dependencies ▪ Document support recovery teams	X	
Document: ▪ Equipment and resources ▪ Restore procedures for each platform	X	
Compile draft Technical Services Recovery Plan manual and work with recovery teams to create each section of the manual	X	
Prepare Roles & Responsibilities Matrix; Present Technical Services Recovery Plan manual to Account Team and Client.	X	X
The following review and update bullets define the high-level tasks to complete the maintenance process of the Technical Services Recovery Plan manual: ▪ Contact Information ▪ Name, phone, address etc. ▪ System Configuration ▪ Production Processes ▪ Restore Procedures ▪ Communication and Activation ▪ Compile updates to Technical Services Recovery Plan manual	X	
Present updated Technical Services Recovery Plan manual to Ensono Account Team and Client	X	X

Recovery Exercise

Tasks	Ensono	Client
Identify: ▪ Technical Services Recovery Plan gaps ▪ Process Improvements or Enhancements	X	

Tasks	Ensono	Client

Validate:
   ▪ Recovery Processes
   ▪ Restore Procedures
	X	

The Ensono BCDR Team coordinates the exercise and performs the following:
   ▪ Works with Client to determine the exercise date, scope, objectives and success criteria
   ▪ Coordinates the exercise planning meetings with Client and support personnel
   ▪ Executes the recovery exercise, monitor activities and record status updates to distribute to exercise participants and appropriate interested parties
   ▪ Performs post exercise meetings to gather and validate information
   ▪ Produces final exercise report for Client
	X	X

EXHIBIT B – 17
Service Description – Media Repository Service

Ensono's Media Repository Service provides our clients with ability to leverage Ensono's partnership for off-site vaulting of media to assist with our client's audit and recovery requirements.

Service Requirements
Ensono's **Media Repository Service –** is only available for Clients who operate their own backup environments outside of an Ensono supported facility.

Service Tasks Roles and Responsibilities
The following tables list the tasks and responsibilities for the Service.

Backup Solution

Tasks	Ensono	Client
Design, implement, operate, monitor and maintain backup solution		X
Configure and maintain backup policy, schedule and retention based on Client's requirements		X
Address failed backups per Client's policy		X

Media Maintenance

Tasks	Ensono	Client
Establish and define media inventory to meet Client's requirements.		X
Maintain an inventory of the media.		X
Configure and maintain media pools.		X
Contract with offsite media repository vendor.	X	
Provide list of authorized users for coordination of media repository vendor schedule and recall.		X
Coordinate scheduled media recall and pickup with media repository vendor.		X

Data Restoration

Tasks	Ensono	Client
Coordinate emergency recall of tapes from offsite vendor.		X
Restore data from media.		X
Coordinate with appropriate Client support teams to ensure successful restore.		X

EXHIBIT 1-C

Statement of Work and Schedule of Compensation

DISASTER RECOVERY SERVICES (CLERK)

Statement of Work –
Disaster Recovery Services (Clerk)

1. Introduction and Overview

This Statement of Work ("SOW"), is entered into as of August 1, 2021 ("SOW Effective Date") and is by and between Cook County ("Client") or ("County") and Ensono, LLC ("Ensono") or ("Contractor"). This SOW sets forth the scope of work and terms and conditions applicable to the Services to be provided to Client by Ensono (for purposes of this SOW, the "Services"). This SOW is governed by that certain Professional Services Agreement for Mainframe and Dedicated Hosting Services – Contract No. 2107-18733 having an Effective Date of August 1, 2021 by and between Client and Ensono (the "Agreement").

Overview: Ensono has been providing Disaster Recovery Service to Client pursuant to the services as set forth in the Contract No. 11-88-061 (based on City Contract 22482) dated December 14, 2011 ("Initial Clerk DR Service SOW"). Ensono shall continue providing services as set forth in this SOW. As of the SOW Effective Date, this SOW deletes in its entirety and replaces the Initial Clerk DR Service SOW.

2. Scope of Work

Ensono will provide the Services as detailed in the Charges section and described in the applicable Service Descriptions. "Service Descriptions" refers to the product-specific technical descriptions of the Services, which are attached to this SOW and identified below. The Services include the use of the hardware and software referenced on the Hardware/Software Schedule attached to this SOW as **Exhibit A** (collectively, the "Scope of Work").

Service Description Inventory

Service Description Title	Exhibit Number
Service Description - VMware Managed Service	Exhibit B-1
Service Description - Storage Managed Service	Exhibit B-2
Service Description - Physical Server Managed Service	Exhibit B-3
Service Description - Network and Load Balancing Managed Service	Exhibit B-4
Service Description - Managed Threat Appliance	Exhibit B-5
Service Description - Host Based Data Replication Service	Exhibit B-6
Service Description - Carbonite Data Replication Service	Exhibit B-7
Service Description - Disaster Recovery Managed Service	Exhibit B-8
Service Description - Service Management Service	Exhibit B-9

3. Acceptance

Client will be deemed to have accepted all Services (including any applicable billing milestones) and documents provided in connection with this SOW that materially conform to the specifications set forth herein, unless Client provides Ensono with written notice describing any failure to conform in reasonable detail promptly, but in any event not later than three (3) business days following Client's receipt thereof. In the event of any such failure to conform, Ensono shall have a reasonable period of time, based on the severity and complexity of the non-conformance, to deliver a conforming Service or document.

4. Service Term and Optional Extension Period

The Service Term shall begin as of the SOW Effective Date and will continue for thirty-six (36) months ("Initial Term"). Upon mutual agreement, the parties may extend the Initial Term for up to one (1) twelve (12) month period ("Optional Extension Period") provided County provides to Ensono advance written notice its intent to to extend the Initial Term at least sixty (60) days prior to the expiration of the Initial Term.

5. Assumptions

The following assumptions apply to the Services throughout the Service Term. Any change in these assumptions may result in additional charges.

a.   While performing the Services, if Ensono encounters: (i) any concealed or unknown condition, (ii) a Client responsibility contained in this SOW which has not been met, or (iii) a delay caused by Client, then the scope, schedule and/or fees for this SOW may be equitably adjusted as necessary via execution of a Change Order. If the parties cannot agree to the Change Order, Ensono shall not be obligated to deliver the affected Services.

b.   The Services may be performed at a Client facility or remotely, at Ensono's sole discretion.

c.   All project documentation, presentations and communication will be in the English language using standard Ensono templates and formats, which constitute Ensono proprietary and confidential information.

d.   Ensono has the sole discretion to determine the staffing assignments for its Services utilizing the Ensono U.S. only support model.

e.   If, in connection with the provision of the Services, Ensono requires access to any Client facilities, systems or applications, for purposes of obtaining all applicable user IDs, badges or other forms of identification or authorization for all applicable Ensono associates, Ensono agrees to perform Ensono's standard background screens and compliance training (information relating to which is available upon request) and to provide the applicable associates' full legal names, work phone numbers and work e-mail addresses. If Client requires any additional information, training or screening, Client agrees to request such information prior to execution of this SOW and acknowledges that such additional information, training or screening may result in additional charges.

f.   Anything not expressly specified in the Scope of Work in the SOW is out of scope.

g.   Any request to modify the Scope of Work will be subject to a Change Order. If Ensono, in its discretion, agrees to perform any out of scope services upon Client's request without a Change Order, such services will be provided at Ensono's then-current list rates.

h.   The following subcontractors are deemed approved by Client for purposes of this SOW: [None].

6. Client Obligations

In supporting delivery of the Services, Client will perform the obligations described below. Any failure by the Client to timely perform the following obligations may result in additional charges.

a.   Provide any notices and obtain any consent required for Ensono to perform Services.

b.   Provide Ensono with access to any necessary Client environments (including third party products) to receive and support the Services.

c.   Make available such subject matter experts as required by Ensono.

d.   Ensure that any applicable third-party service providers attend any workshops as reasonably required by Ensono. Client will further ensure that any such third-party service providers have signed commercially reasonable non-disclosure agreements governing any information exchanged in connection with such workshops. Ensono will use commercially reasonable efforts to provide Client with not less than 5 days' prior notice before any workshop where third party service providers are required to attend.

e. Ensure that existing Client procedural and business process documentation is made available to Ensono in a timely manner prior to the start of the Services.

f. Notify Ensono promptly, but in no event later than 3 business days, following discovery of any inaccuracies or incomplete information in any project documents provided by or to Client.

g. Provide a single point of contact to be the primary interface to Ensono (the "Client Contact"). The Client Contact will be empowered to allocate resources and make decisions on behalf of Client in a timely fashion and responsible for:

   i. Specifically identifying and providing Ensono with access to all relevant Client-controlled information, resources and locations required in connection the Services.
   ii. Providing Ensono the contact information (including name and office and mobile phone numbers) for all Client team members with whom Ensono will interface.
   iii. Attending periodic status meetings to discuss progress and any other issues that arise during the Service Term.

h. Ensure Client team members fulfill their obligations and assigned tasks as defined in the SOW and as agreed between the parties.

i. Manage all necessary communications and change management activities within Client organization in connection with the Services, including but not limited to: Corporate communications, Business process changes, procedural or policy changes, and escalation management on behalf of Client.

j. Ensure that any third parties that may have or acquire an interest in Client's assets are informed and understand that all equipment, peripherals and other assets owned by Ensono that are used in providing the Services belong to Ensono and that Client does not own or have any interest therein, and Client shall cooperate with Ensono in providing any notices or making any filings with governmental entities or otherwise that Ensono deems necessary to clarify or denote its ownership of such assets.

7. Charges

Client shall pay to Ensono all Service Fees and Expenses as further specified in the **Exhibit C** (Charges) (collectively, the "Charges") in accordance with the invoice and payment schedule described in the Agreement.

8. Controls

a. **Status Reports**. Ensono and Client will each make reasonable efforts to meet or speak periodically to review the progress of this SOW and adherence to any applicable schedule. Prior to the performance of this SOW, each party will designate the appropriate personnel to take part in any such meetings.

b. **Change Control**. Client or Ensono may, at any time, request changes to this SOW by submitting a written change request which identifies in reasonable detail each of the following, collectively (each a, "**Change Request**"): summary of the requested change, why the change is needed and timing of when the change is needed.

Proposed changes to this SOW may impact the project schedule, price, or scope. Ensono and Client will evaluate each Change Request, considering the feasibility of the change and impact on other project components. Once a Change Request is accepted by the parties, Ensono will prepare a "**Change Order**" documenting the revisions to the SOW. Changes to the SOW become effective when the Change Order is executed by both Client and Ensono. In the event of any conflicts or inconsistency, the terms of an executed Change Order prevail over those of this SOW. Notwithstanding the foregoing, Client acknowledges and agrees that if a Change Request is raised by Ensono due to a change in assumption or dependency listed in Section 5 (Assumptions) or a failure of the Client to perform a Client Obligation listed in Section 6 (Client Obligations), such Change Request shall be deemed a mandatory change

("**Mandatory Change**"). If Client does not agree to a Mandatory Change, Ensono may terminate this SOW for cause and Client will be obligated to pay early termination charges as described in this SOW.

9. Service Level Agreement

The Service Level Agreement, which provides Client's sole and exclusive remedies for any Service quality or performance deficiency or failure of any kind applicable to the Services is set forth in **Exhibit D** to this SOW.

10. Miscellaneous

This SOW may be executed in one or more counterparts, which may include the use of electronic signature tools, all of which collectively comprises the final executed and binding SOW. Notwithstanding anything to the contrary in the Agreement, the Service Fees for this SOW are available until the date thirty (30) days following Client's receipt of this SOW (the "**Quote Expiration Date**"). In the event this SOW is not executed by the parties on or before the Quote Expiration Date the SOW shall be cancellable by Ensono in its discretion.

EXHIBIT A – HARDWARE/SOFTWARE SCHEDULE

Ensono will provide the Services for the following Supported Hardware and Supported Software, combined to comprise the "**Environment**". This Exhibit A is intended to clarify, among other things, which parts of the Environment are owned by and belong to each of Ensono and Client.

Definitions:

"Owner – Financial Responsibility" indicates the party responsible for the service charges, purchase price, lease payments or other acquisition costs.

"Maintenance Responsibility Financial" indicates the party responsible for the cost of maintenance and support.

"Maintenance Responsibility Operational" indicates the party responsible for performing or contracting for maintenance, separate from its cost.

1.   **Supported Hardware (Equipment and Peripherals)**

1.1   **Ensono Provided Equipment and Peripherals**

Ensono will use the following equipment and peripherals at the locations noted below in support of the Services, all of which belong solely to Ensono and shall remain Ensono's property at all times:

a.   Server DR Hardware

EQUIPMENT MANUFACTURER	DESCRIPTION	MODEL NUMBER	QUANTITY	LOCATION	OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
HPE	VMware Hosts	Proliant DL380 G9	4	Conway, AR	Ensono	Ensono	Ensono
HPE	Distributed Hosts	Proliant DL380 G9	4	Conway, AR	Ensono	Ensono	Ensono

b.   Network Hardware

EQUIPMENT MANUFACTURER	DESCRIPTION	MODEL	QUANTITY	LOCATION	OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
Cisco	Network Switch	N9K-C93180YC-EX	2	Conway, AR	Ensono	Ensono	Ensono
f5	Load Balancer	BigIP i4600	2	Conway, AR	Ensono	Ensono	Ensono

c.   Security Hardware

EQUIPMENT MANUFACTURER	DESCRIPTION	MODEL	QUANTITY	LOCATION	OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
Dell	Checkpoint FWs	PowerEdge R740	2	Conway, AR	Ensono	Ensono	Ensono
Dell	FW Mgmt Station	PowerEdge R740	1	Conway, AR	Ensono	Ensono	Ensono

Ensono reserves the right to substitute functionally equivalent hardware products in place of those products shown above, provided that such substituted products do not materially and adversely affect the Services. In the event of any such change, Ensono may change the "Processing Rate" or the "number of CPU hours allowed" (whichever measurement is utilized in the Agreement) and Client will be charged in direct proportion to the change in the number of MIPS processed in a CPU hour on the slowest individual processor on which Client's processing is performed. Upon the completion of any processor change, Ensono will perform a standard set of benchmarks on the old and new systems. Ensono will provide Client not less than ten (10) days' prior notice of such benchmarking and Client, at its own cost and with reasonable prior notice to Ensono, shall have an opportunity to perform, at the same times, a standard set of benchmarks of its own to substantiate Ensono's benchmarking results. The composite of the Client and Ensono benchmarks will be used to adjust the rates. If Client benchmarks are not run at the same time as Ensono's benchmarks, Ensono' s benchmarks will be the sole source of the adjustments. In no event shall Client have any ownership interest in any of the equipment or peripherals listed above, all of which shall at all times remain Ensono's property, and Client shall ensure that no third party assets any claim against or interest in or to such assets.

2.   **Supported Software**

2.1   **Ensono Licensed Software**

Ensono will provide the following software licenses in support of the Services.

a. Server Software

SOFTWARE MANUFACTURER	PRODUCT NAME	QUANTITY	LOCATION	LICENSE OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL	OS
BMC	Truesight	8	Conway, AR	Ensono	Ensono	Ensono	Multiple
Zerto	Zerto	63	Conway, AR	Ensono	Ensono	Ensono	n/a
Carbonite	Doubletake	29	Conway, AR	Ensono	Ensono	Ensono	Windows
VMware	VMware vCloud SP Standard	TBD	Conway, AR	Ensono	Ensono	Ensono	n/a

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

2.2   Client Licensed Software/Systems

Client will provide the following software and systems in support of the Services. **Client is responsible for any third-party access fees associated with any Client license software and systems used in support of the Services**. Client retains legal and financial responsibility for the above software and, as such, it is not reflected in the Charges for the Services.

a. Server Software

SOFTWARE MANUFACTURER	PRODUCT NAME	QUANTITY	LOCATION	LICENSE OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL	OS
Microsoft*	SQL Server	TBD	Conway, AR	Cook County	Cook County	Cook County	Windows
Microsoft*	Windows	TBD	Conway, AR	Cook County	Cook County	Cook County	n/a

*Client must provide proof of licenses and third-party access within 30 days and be responsible for any applicable fees that may apply.

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

EXHIBIT B-1

Service Description - VMware Managed Service

Ensono's VMware Managed Service (the "Service") consists of tasks in support of the VMware ESXi hypervisor and vCenter software in a server environment located in Ensono data centers.

Supported VMware Software

Ensono will provide the Service based on the VMware's fully supported hypervisor systems for the following unless otherwise stated herein[1]:
1. VMware vSphere 6.5 u2
   a. ESXi Enterprise Plus
   b. vCenter Server[2]
2. VMware vSphere 6.7 u3
   a. ESXi Enterprise Plus
   b. vCenter Server

Related Services

In addition to the Ensono VMware Management Service detailed in this Service Description, Clients may purchase additional Ensono services for management of Client workloads. These services are documented in separate Service Descriptions. Common examples include:
- Operating System management
- Database management
- Middleware management

Roles and Responsibilities

The following tables list the tasks and responsibilities for each party for the Service. A task identified as "Option" is not included in this Service, however, such Option may be purchased by Client as set forth in a separate Service Order or Statement of Work.

vSphere Configuration

Task	Ensono	Client
Perform initial design for VMware cluster including: • Sizing of VMware cluster • Network distributed switch configuration and Client VLAN setup • VMotion network setup • Installation of vCenter Server software appliance • Create initial VMFS storage volumes • Create initial resource pools • Create initial Hosts profiles • Create Initial Client OS templates	Option	
Install Ensono Management Tools	X	

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[1] Ensono will support VMware software that is under VMware standard support. In the event the VMware software is covered under VMware extended support or is no longer supported by VMware, at any time during the Service Term or SOW Term, the Client will be responsible for paying an additional charge related to Ensono's support of the Service.

[2] Ensono requires that all VMware vSphere environments will have a vCenter instance for management.

Task	Ensono	Client
Provide: ▪ Documentation for Ensono vSphere standard server configuration as shown in the applicable Client Software Schedule. ▪ Ensono Gateway web portal for system management and dashboards for Managed Hosting Services.	X	
Implement Client-requested host security standards that do not conflict with Ensono security standards and management tools.	X	
Provide: ▪ Client with Ensono security standards and policies. ▪ Password security recommendations per Ensono security standards.	X	
Perform major hypervisor version upgrades upon request via fresh installation of hypervisor (e.g. vSphere ESXi 6.0 u3 to vSphere 6.5 u1).	Option	
Provide Ensono engineering time needed to discuss Client application related design/work.	Option	
Provide: ▪ The VMware support contract for Client-owned VMware licensing. ▪ A Letter of Authorization for all VMware software, license, and maintenance agreements for all Client-provided software.		X

vSphere Administration

Task	Ensono	Client
Install ESXi hypervisor software and add server to existing VMware cluster.	X	
Create and maintain Client gold image of OS to be used for OS templates.		X
Create additional operating system (OS) templates based on Client "gold" image.	Option	
Deploy new Client VMs using OS templates where the OS is managed by Ensono.[3]	X	
Deploy new Client VMs using OS templates where the OS is managed by the Client.[3]	Option	
Perform, using VMware vCenter: ▪ VLAN maintenance to VMware virtual switches ▪ VMFS Storage maintenance and additions 　○ Ensono will provision up to 20% of additional storage, at Client standard rates, when storage utilization is consistently above 80% on a volume[4]. ▪ Hypervisor patches (e.g. vSphere version patches and Update 1 to Update 2[5] patches). ▪ VMware Tools maintenance to Client VMs[6]	X	
Modify, using VMware vCenter: ▪ Client VM virtual hardware such as vCPU, vRAM and vNIC as requested	X	
Maintain, using VMware vCenter: ▪ vCenter system logs ▪ VMotion network ▪ Virtual Switches with Client VLANs ▪ VMware snapshots for backup software usage ▪ Cluster group ▪ High Availability settings ▪ Distributed Resource Scheduler ▪ VMware Update Manager	X	
Maintain Client VM affinity and anti-affinity rules for the cluster.	Option	
Provide 24X7 support and triage for vSphere outages and alerts. Respond and take action on vSphere Incident tickets until resolved.[7]	X	

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[3] Client VM OS versions no longer supported by the vendor are deployed on a commercially reasonable effort basis and each unsupported system will be subject to additional charges.

[4] Space needed is also dependent on swap space and snapshot allowance of large and active VMs

[5] In the event a VMware patch or Update requires a fresh install of the hypervisor, additional charges will apply.

[6] For Ensono VMs where the OS is managed by Ensono.

[7] Clients may be subject to Time and Material charges for incident tickets that are later determined to be Client application related

Task	Ensono	Client
Perform ESXi and vCenter system configuration changes during Ensono location specific office hours.	X	
Implement 24X7, critical or high risk and/or service affecting as assessed by Ensono	X	
Client VM OS management is a separate service management engagement and is covered by Ensono's Operating Systems Managed Service, Service Description.	Option	
Escalate VMware issues with vendor on Client's behalf when/if Client provides the VMware license and support contract.	X	
Escalate VMware issues, at Ensono's discretion, with vendor if VMware license is provided by Ensono.	X	
Maintain vCenter administrator account access.	X	
Acknowledge Ensono maintenance schedule.		X
Provide: ■ Storage-related application requirements impacting administration and system configuration. ■ Application-related dependencies and maintain Client applications and data.		X
Submit change requests via Ensono's service request system.		X
Open Incident tickets for Client-identified Incidents via Ensono's service request ticket system.		X

vSphere Monitoring and Reporting

Task	Ensono	Client
Maintain monitoring and reporting infrastructure defined in the Hardware/Software Schedule.	X	
Patch and upgrade software releases to Ensono's monitoring systems during standard maintenance windows.	X	
Poll objects regularly to collect fault, performance and availability data.	X	
Provide 24X7X365 monitoring.	X	
Monitor ■ IP based up/down availability ■ System errors ■ System warnings ■ For system vSphere performance and health events, including CPU utilization, memory utilization, disk utilization, processes, logs, etc., based on standard Ensono rule set.	X	
Create alerts based on Ensono standard thresholds.	X	

Additional Tasks

Below tasks are examples of optional services that are beyond normal vSphere configuration tasks.

Task	Ensono	Client
Provide Third Party Software and installation.		X
Perform: ■ VM migrations from other Client VMware environments or Public Cloud environments. ■ Physical-to-virtual or virtual-to-physical conversions.	Option	
Perform VM backup of image and Client data using Ensono's Backup Services. Covered by Ensono's Backup Managed Service – Service Description	Option	
Design, implement and manage other VMware software (such as vSphere Replication, NSX and Site Recovery Manager).	Option	

Definitions

1. **"Cluster"** or "Clustered" means a group of linked servers.

2. **"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.

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issues and not Ensono infrastructure issues.

3. **"Third Party Software"**- Software independent of the manufacturer of the hardware for which it was intended.

4. **"Managed Hosting Services"** apply to Infrastructure Services hosted within an Ensono data center

5.   **"Time and Material"** means time spent by Ensono or its third-party designees working on Client related activity for work not described in an Ensono Service Description

EXHIBIT B-2

Service Description – Storage Managed Service

Ensono's Storage Managed Service (the "Service") consists of implementation, monitoring and maintenance of Storage Infrastructure and Support Services. The Service is provided using (i) dedicated infrastructure elements that are hosted at an Ensono data center; and/or (ii) multi-tenant, utility infrastructure elements that are hosted at an Ensono data center.

Service Tasks Roles and Responsibilities

The following tables list the tasks and responsibilities for each party for the available Service components, which if purchased, will be expressly referenced in Client's Service Order or Statement of Work. A task identified as "Option" is not included in the Essentials or Premium support tiers, provided however, such option may be purchased by Client as set forth in a separate Service Order or Statement of Work.

Storage Service - SAN

Tasks	Ensono	Client
Installation		
Perform: ▪ Storage Array Network ("SAN") array configuration for Ensono administrative control. ▪ Fabric switch configuration for Ensono administrative control. ▪ Fabric switch configuration for Ensono administrative control of Client dedicated fabric switches. ▪ Fabric switch interoperability validation for server(s). ▪ Installation of storage array(s) and fabric switch(s). ▪ Storage array configuration for Ensono administrative control of client dedicated storage array.	X	
Provide capacity, performance, and growth requirements for new server(s).		X
Provision: ▪ Storage array storage for server(s). ▪ Fabric switch zoning for server(s).	X	
Equipment Maintenance		
OEM Support Perform coordination of OEM support for storage array(s) and fabric switch(es).	X	
Storage Array Perform: ▪ Storage array microcode upgrades. ▪ Upgrades of storage array capacity. ▪ Storage array allocation changes for servers. ▪ Storage array interoperability audit. ▪ Storage array configuration decommission for existing server(s). Resolve: Storage array incidents and problems.	X	
Fabric Switch Perform: ▪ Fabric switch microcode upgrades. ▪ Fabric switch allocation for existing server(s). ▪ Fabric switch decommission for existing server(s). Resolve: Fabric switch incident and problem.	X	

Tasks	Ensono	Client
Monitoring and Reporting		

Perform:
    ▪   Monthly storage array capacity allocation reporting for server(s).
    ▪   Storage array monitoring.
    ▪   Fabric switch monitoring.
	X	

Provide monthly storage service availability SLA reporting.	X	

Storage Service – NAS

Tasks	Ensono	Client
Installation		

Perform:
    ▪   Network Attached Storage ("NAS") array configuration for Ensono administrative control.
    ▪   Installation of NAS array.
    ▪   NAS array configuration for Ensono administrative control of client dedicated NAS array.
	X	

Provide capacity, performance, and growth requirements for new server(s).		X
Provision NAS array storage for server(s).	X	
Equipment Maintenance		
OEM Support Perform coordination of OEM support for NAS array.	X	

NAS Array
Perform:
    ▪   NAS array microcode upgrades.
    ▪   Upgrades of NAS array capacity.
    ▪   NAS array LDAP and NDMP integration for the NAS array equipment.
    ▪   NAS array Storage Virtual Machine (SVM) file system creation.
Resolve:
    ▪   NAS array incidents and problems.
Maintain:
    ▪   Maintain the NAS array file system quotas.
    ▪   Maintain NAS array anti-virus integration for NAS array Equipment.
    ▪   Maintain NAS array SVM file system.
Delete:
    ▪   NAS array file system.
	X	

Monitoring and Reporting		

Perform:
    ▪   Monthly NAS array capacity allocation reporting for server(s).
    ▪   NAS array monitoring.
	X	

Provide:
    ▪   Monthly storage service availability SLA reporting.
    ▪   Monthly NAS array SVM filesystem capacity allocation reporting.
    ▪   Monthly NAS array SVM filesystem capacity utilization reporting (Client dedicated NAS systems only).
	X	

Storage Service – NAS Replication

Tasks	Ensono	Client
Installation		
Perform remote replication to Ensono data center for server(s).	X	

Provision:
    ▪   Local replication for server(s).
    ▪   Remote replication to Ensono data center for server(s).
	X	

Equipment Maintenance		

Tasks	Ensono	Client

Storage Replication[8]
    ▪ Maintain local replication for existing server(s).
    ▪ Maintain remote replication for existing server(s).
	X	

Monitoring and Reporting		
Perform monthly NAS array replication capacity allocation reporting for server(s).	X	

Storage Service – SAN Replication

Tasks	Ensono	Client
Installation		
Perform remote replication to Ensono data center for server(s).	**Option**	

Provision:
    ▪ Local replication for server(s).
    ▪ Remote replication to Ensono data center for server(s).
	Option	

Equipment Maintenance		

Storage Replication[9]
    ▪ Maintain local replication for existing server(s).
    ▪ Maintain remote replication for existing server(s).
	Option	

Monitoring and Reporting		
Perform monthly NAS array replication capacity allocation reporting for server(s).	**Option**	

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[8] Replication requiring journaling storage space will be an added charge to the Client for the amount and performance type allocated.

[9] Replication requiring journaling storage space will be an added charge to the Client for the amount and performance type allocated.

EXHIBIT B-3

Service Description - Physical Server Managed Service

As part of Ensono's Infrastructure Service offering, Ensono's Physical Server Managed Service (the "Service") consists of tasks in support of physical servers in a server environment located in Ensono data centers.

Related Services

In addition to the Service, the Client must purchase the Operating Systems Management Service or VMware Management Service from Ensono for management of Client workloads which are documented in separate Service Descriptions and subject to additional fees[10].

Roles and Responsibilities

The following tables list the tasks and responsibilities of each party for the available Service components, which if purchased, will be expressly referenced in Client's Service Order or Statement of Work.

General Administration

Tasks	Ensono	Client
Install server hardware into racks and connect the necessary cabling for communication and management by Ensono and Client.	X	
Provide Ensono standard server hardware configuration as shown in the applicable Client Hardware/Software Schedule.	X	
Provide 24X7 support and triage for server hardware outages and alerts. Ensono will respond to and take action on hardware incident tickets until resolved.	X	
Apply hardware firmware/BIOS updates, as needed, provided by hardware vendor during maintenance window.	X	
Escalate Ensono provided hardware issues with vendors.	X	
Capture hardware events using the hardware vendor's tools and processes within the Ensono monitoring infrastructure. Actual hardware events that can be captured and processed will vary by hardware vendor tool.	X	
Replace failed parts for servers under warranty as needed.	X	
Perform physical hardware configuration changes (e.g. install RAM) purchased by Client.	X	

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[10] Items such as racks, cabling, power, and floor space are not included in the Operating Systems Management Service and are subject to additional fees.

Client Owned Hardware

Tasks	Ensono	Client
Client to provide: ▪ Hardware specs prior to hardware installation. ▪ The hardware support contract (technical support, firmware updates and parts) with the hardware vendor. ▪ A Letter of Authorization for all hardware vendor support contracts to allow Ensono to engage the vendor for support. ▪ Notification at least 30 days prior to any changes in maintenance contracts. ▪ Runbook documentation for existing system build configurations. ▪ Verify new hardware components are compatible with server based on vendor specification. ▪ Disposal of hardware. ▪ Purchasing for internal hardware upgrades (e.g. memory or internal hard drives additions/removal). ▪ Hardware configuration change requests per Ensono's service request ticket system.		X
Confirmation that Client owned hardware is compatible with Ensono data center, networking, and storage connectivity standards. Systems that do not meet Ensono data center requirements may be rejected or incur additional fees.	X	
Shipping of equipment to or from Ensono data center location, insurance during transit and any special installation instructions.		X

EXHIBIT B-4

Service Description - Network and Balancing Managed Service

Ensono Network and Load Balancing Managed Service consists of providing monitoring and management of network and load balancing infrastructure and support services. These services are provided using the dedicated elements that are hosted at the Client and/or Ensono data center location(s) and or multi-tenant utility infrastructure that is hosted at any of the Ensono data centers. The following tables list the tasks and responsibilities for the available Service components, which components, if purchased, will be expressly referenced in Client's Service Order or Statement of Work. A list of in-scope hardware and software Materials and the level of support for each item is shown in the Client's Hardware/Software Schedule (collectively, the "Materials").

Roles and Responsibilities

Task	Ensono	Client
Installation		
Acquire software or appliance license, and license keys for Ensono acquired Materials	X	
Configure high availability ("HA")/clustering services as agreed upon	X	
Install server hardware into racks and provide necessary cabling for communication and management by Ensono and Client (Ensono-owned hardware and data centers only)	X	
Setup Ensono monitoring and management tools	X	
Document installed Materials as a configuration item ("CI") into the Configuration Management Database ("CMDB")	X	
Provide documentation for Ensono standard configuration	X	
Install: ▪ Fixes/updates as provided by vendor ▪ System OS during initial device implementation	X	
Acquire Software or appliance license, and license keys for client acquired Materials		X
Provide Materials and maintain Materials support contracts for all client provided Materials		X
Materials Maintenance		
Apply vendor categorized critical security patches to OS	X	
Arrange for repair of Ensono managed vendor-supported Materials	X	
Coordinate: ▪ Onsite vendor support at Ensono data center(s) ▪ In-scope onsite vendor support at locations remote from Ensono data center(s)	X	
Escalate failures of in-scope Materials to maintenance vendor	X	
Provide vendor maintenance to support SLAs for Ensono owned Materials	X	
Perform troubleshooting to identify Materials issues	X	
Resolve incidents and problems with Ensono supported Materials	X	
Perform HA switchover test during maintenance windows. Load Balancers are performed semi-annually	X	
Provide: ▪ Notification at least 30 days prior to any changes in Client owned maintenance contracts ▪ Vendor maintenance to support SLAs for Client owned Materials ▪ Letter of Agency (LOA) authorization for Ensono to utilize Client procured vendor maintenance contracts		X
Approve administration requirements and policies and subsequent revisions in the procedures manual		X
Acknowledge Ensono maintenance schedule		X

Task	Ensono	Client
Monitoring and Reporting		

Configure:
  ▪ Ensono managed Materials to allow access from the Ensono management and polling station(s)
  ▪ Ensono-managed Materials with standard parameters and thresholds (custom parameters and thresholds are a separate Service Management Engagement)
  ▪ Login access and security settings on Ensono managed Materials
	X	

Poll objects in the network topology database regularly to collect fault, performance and availability data (Custom monitoring and analysis requests, are a separate Service Management Engagement)	X	

Provide:
  ▪ 24x7x365 monitoring and response
  ▪ Availability data to the Ensono account team to generate SLA reports
	X	

Perform manual Materials discovery and incorporate into the network topology database, as appropriate, leveraging available protocols	X	
For Ensono managed networks, provide network access from the management and polling station(s) to Ensono managed Materials	X	

Maintain:
  ▪ And configure system management parameters
  ▪ The configuration information and backups of configuration information
  ▪ The repository of Materials and the version and type of OS
	X	

Monitor:
  ▪ For Materials faults based on standard Ensono rule set
  ▪ IP based up/down availability of Materials
	X	

Diagnose root cause of Materials alerts and outages	X	
Review automated alerts for events and thresholds	X	
For Client managed Materials, provide Ensono network access from the management and polling station(s) to Client managed Materials		X
For Ensono managed, Client owned Materials, provide Ensono access to Materials to retrieve performance and availability data		X
Allow Ensono to install data collection/polling Materials within Client network		X
Approve requirements and policies for network monitoring set forth in the procedures manual		X
Communicate business changes that require network changes in scope, capacity, growth and/or architecture		X

Provide:
  ▪ A list of notification contacts and escalation points
  ▪ Login access and security settings from Client managed target Materials
  ▪ Notification of adds/moves/changes of Client managed/monitored network Materials
		X

Configure:
  ▪ Client managed Materials to allow access from the Ensono management and polling station(s)
  ▪ Login access and security settings on Client managed Materials
		X

Request parameter and threshold changes, submitted as a service request and subject to approval		X
Advanced Analytics – Ensono Data Centers Only		

Provide:
  ▪ Quick isolation between client, server, network and application performance as it affects end user response time
  ▪ Integrated view from multiple data sources, combining SNMP polling, IPFIX (netflow) analysis and IP packet analysis into a single interface.
  ▪ Packet capture and analysis to diagnose network, server and/or application related problems. This is a separate Service Management Engagement
  ▪ Unified Communications monitoring on VoIP and video calls
	X	

Provide network performance database monitoring:
  ▪ Monitor database performance at the transaction level
  ▪ Identify SQL statements or database calls responsible for application delay
	X	

Internet and Backbone Services		
Implement Client requested changes during normal maintenance windows	X	

Task	Ensono	Client
Communicate to Client at the beginning of each calendar year the scheduled quarterly maintenance window	X	
Assist with implementation of Internet and Backbone connectivity	X	
Diagnose incidents that occur on the Ensono facility Internet and Backbone Materials	X	

Provide:
  ▪ Capacity planning as a separate Service Management Engagement
  ▪ Ensono public IP addressing as a separate Service Management Engagement
	X	

Perform quarterly maintenance and failover testing	X	
Define Internet and Backbone communications capability and functionality requirements		X
Provide Client public IP addressing for Internet		X
Perform in depth testing of applications		X
Dedicated Customer Circuit Services		
Procure Ensono owned circuits	X	
Communication of Ensono procured circuit installation date and availability	X	
Extend circuit to termination Materials	X	
Implement Client requested changes during standard maintenance windows	X	
Provide capacity planning as a separate Service Management Engagement.	X	

Perform:
  ▪ IP connectivity validation between circuit termination Materials
  ▪ Initial testing of connectivity with Client systems and applications
  ▪ Quarterly maintenance
  ▪ Quarterly failover testing
	X	

Procure Client owned circuits		X
Define capability and functionality requirements for private circuit communications Materials		X
Provide Letter of Agency		X
Communication of Client procured installation date and availability		X
LAN Services		

Assign:
  ▪ Ensono owned public IP address as a separate Service Management Engagement
  ▪ Ensono validated private IP
	X	

Provide capacity planning as a separate Service Management Engagement	X	
Perform initial set up of Client's connection into virtual routing configuration	X	
Implement Client requested changes during normal maintenance windows	X	
Track Ensono owned public IP	X	
Track Ensono validated private IP	X	
Define ▪ LAN communications capability and functionality requirements		X
Wireless LAN Services		
Perform wireless site survey for deployment location	X	
Configure controllers to manage Client access points	X	
Implement Client defined additional security options	X	
Define ▪ End user Authentication Requirements		X

Provide:
  ▪ Requirements for additional security options
  ▪ Projected growth requirements
		X

Load Balancing Services		

Task	Ensono	Client

Configure:
  ▪ An SSL profile
  ▪ Basic load balancing methods: round robin, ratio connections and least connections. Other load balancing methods if requested by Client pursuant to a separate Service Order or SOW and subject to additional charges
  ▪ Source IP address preservation as a separate Service Management Engagement
  ▪ Custom health checks as a separate Service Management Engagement
  ▪ Simple health checks based on protocol or service type (e.g. ICMP, HTTP, etc.)
  ▪ HTTP redirect services (e.g. maintenance page)
  ▪ HTTPS redirect services
  ▪ Ensono standard rule set (e.g. redirect from HTTP to HTTPS)
  ▪ HTTP compression and caching
  ▪ Custom rules as a separate Service Management Engagement
  ▪ IP address persistence options
  ▪ Cookie persistence, JSession persistence, etc. options
	X	

Implement Client provided SSL certificates and monitor/track SSL expiration	X	
Define load balancing requirements		X
Site to Site VPN Services		
Define security requirements that meet or exceed Ensono's minimum requirements (e.g., 3DES, Security Association Lifetime, etc.)	X	

Provide:
  ▪ Document listing Ensono's minimum requirements for VPN connections
  ▪ Ensono owned compatible site to site VPN Materials at the remote location(s) as a separate Service Management Engagement
  ▪ Ensono data center location public IP addresses for Ensono devices (only registered addressing will be accepted on the Ensono network)
  ▪ The Ensono owned Ensono data center location site-to-site VPN Materials
  ▪ Capacity planning as a separate Service Management Engagement
	X	

Perform:
  ▪ Initial configuration necessary to maintain VPN services on the Ensono managed Materials
  ▪ Basic monitoring of connectivity between VPN termination equipment
  ▪ Initial configuration on Client or third party Materials where Ensono provides and manages the remote VPN Materials
	X	

Change:
  ▪ Configuration as necessary to maintain VPN service on Ensono managed Materials during normal Business Hours
  ▪ Configuration on Client or third party Materials as necessary to maintain VPN service on Ensono managed remote VPN Materials during normal Business Hours
	X	

Define site to site VPN communications capability and functionality requirements		X

Provide:
  ▪ Client side Internet
  ▪ Client owned compatible site to site VPN Materials at the remote location(s)
  ▪ Client owned Ensono data center location site to site VPN Materials
  ▪ Ensono data center location public IP addresses for Client devices
  ▪ Public IP addresses for VPN Materials at Client location(s) (Only registered addressing will be accepted on the Ensono network.)
		X

WAN Application Traffic Performance Collection and Reporting Service		
Implement request for traffic analysis policy update to be performed during normal Business Hours	X	
For Ensono managed Materials, configure settings for interfaces to be monitored	X	
Review traffic analysis policy updates that affect Ensono provided portions of the Environment	X	
Conduct monthly review of reports in terms of the network with Client per the standard schedule	X	
In response to an application performance incident or problem, perform analysis of collected data and troubleshooting available as a separate Service Management Engagement	X	
For non-Ensono managed Materials, configure settings for interfaces to be monitored		X
Firewall Services		
Establish standard Ensono security administration policies and procedures	X	

Task	Ensono	Client
Implement initial Ensono standard base firewall configuration	X	
Conduct review of Client firewall policy and provide recommendations for improvement as a separate Service Management Engagement.	X	
Review: ▪ Firewall rule changes that affect Ensono environment ▪ Firewall rule changes to Client policy as a separate Service Management Engagement.	X	
Implement request for Client firewall policy update during normal Business Hours	X	
Participate in Client audit of firewall environment as a separate Service Management Engagement.	X	
Provide capacity planning as a separate Service Management Engagement.	X	
Define firewall communications capability and functionality requirements		X
Provide: ▪ A detailed listing of the Client services to be allowed to pass through the firewall ▪ Application support to validate Client firewall policy changes are implemented correctly.		X
Proxy Services		
Participate in Client audit of proxy Materials as a separate service management engagement.	X	
Provide capacity planning as a separate Service Management Engagement.	X	
Establish standard Ensono security administration policies and procedures	X	
Conduct review of Client proxy policy and provide recommendations for improvement as a separate Service Management Engagement.	X	
Review Client proxy policy updates that affect Ensono environment	X	
Review proxy policy update requests to Client policy as a separate Service Management Engagement.	X	
Implement request for Client proxy policy update during normal Business Hours	X	
Provide application support to validate Client proxy policy changes are implemented correctly.		X
Define proxy communications capability and functionality requirements		X
Provide a detailed listing of the Client services to be allowed to pass through the proxy		X

Definitions

"Materials" means the hardware and software set forth in the applicable Client Hardware/Software Schedule and requisite maintenance.

"Service Management Engagement" means an additional service that would be set forth in a separate Service Order or Statement of Work and would be subject to additional charges.

"Business Hours" means 9 AM to 5 PM local time in Chicago, Illinois.

EXHIBIT B-5
Service Description - Managed Threat Appliance

The Managed Threat Appliance Service (the "Service") is a modular security solution that protects network services, applications, and Client data with visibility, precise access control, threat prevention, and encrypted data transmission wherever they reside. The Service helps Clients achieve compliance with common federal and industry regulations and includes management of physical and virtual threat appliances that are purposefully designed for simplicity, automation, and integration across Ensono supported platforms. The table below summarizes Service components that are included.

Service Components	Included	Service Option
Project Management	X	
Threat Appliance Installation	X	
Threat Appliance Configuration	X	
Configure Service Dependencies	X	
Register Threat Appliance and Service Options in Envision CMDB	X	
Availability Monitoring	X	
Release Version Management	X	
Managed Firewall	X	
Threat Prevention - Intrusion Prevention System (IPS)	X	
Site to Site VPN	X	
Remote Access VPN		X
Malware Prevention		X
URL Filtering		X
SSL Decryption		X
User-ID		X
Dedicated Management Environment - Virtual Appliance		X

Service Tasks Roles and Responsibilities

The tables below describe the tasks and responsibilities for the Service component as well as the responsible party in each of the Service Tiers which, if purchased will be expressly referenced in a Service Order or Statement of Work ("SOW").

Tasks	Ensono	Client
Define threat appliance capability and functionality requirements		X
Project Management – Coordinate internal and Client kickoff calls and provide project management for threat appliance installation and service option enablement	X	
Threat Appliance Installation ▪ Virtual - deploy VM-Series package on Ensono supported platform ▪ Physical Appliance – rack, cable, power, and prepare the appliance for configuration	X	
Configure Service Dependencies - Configure any Ensono-managed infrastructure or security control to enable the functionality required to deliver to the scope of this Service	X	
Register Threat Appliance and Service Options in Envision CMDB - Register threat appliance and enabled Service options within Envision CMDB	X	
Availability Monitoring – Provide ongoing availability monitoring of threat appliances	X	
Release Version Management - Patch, upgrade, and manage the threat appliance release version during Ensono standard maintenance window	X	
Implement threat appliance change requests during Ensono standard maintenance windows	X	
Provide capacity planning as a separate service management engagement	X	

Managed Firewall

This Service option enables firewalling and identifies the application, regardless of port, encryption, or evasive technique for all access policy decisions and automatically blocks a range of known threats, including exploits, malware, and spyware. Service includes firewall configuration, and access policy change management.

Tasks	Ensono	Client
Define firewall capability, functionality, and policy requirements		X
Provide baseline firewall configuration and policy including a detailed list of IP services to be allowed with source, destination, port, protocol, and a summary of the required flow in addition to traffic to be blocked.		X
Implement baseline firewall configuration and policy	X	
Implement Client firewall policy change requests during Ensono standard maintenance windows	X	
Forward firewall logging to Client SIEM, SOC, or other log solutions	X	
Participate in Client audit of firewall environment as a separate Service Management Engagement	X	
Test and validate Ensono changes as required		X

Threat Prevention - Intrusion Prevention System (IPS)

This Service option automatically stops vulnerability exploits using in-line intrusion prevention and blocks complex attacks such as outbound command and control traffic. The Service provides network-security protection against these threats by confronting threats at each phase of the attack.

Tasks	Ensono	Client
Define threat prevention, antivirus, anti-spyware, file blocking, dynamic threat blocking, and vulnerability protection capabilities, functionality, and policy requirements		X
Provide baseline IPS configuration and policy		X
Implement baseline IPS configuration and policy	X	
Configure and maintain the dynamic update policy for in-scope threat appliance	X	
Implement up to 2x threat prevention Client change requests per month during Ensono standard maintenance windows	X	
Forward threat prevention logging to Client SIEM, SOC, or other log solutions	X	
Test and validate Ensono changes as required		X
Provide third-party SOC services as a separate service management engagement	X	
Provide log analysis, response, and remediation of threat appliance logs		X

Site to Site VPN

This Service option creates managed virtual private networks that allow users and systems to connect securely over public networks enabling secure remote administration, services, and applications.

Tasks	Ensono	Client
Define site to site VPN capability, functionality, and minimum VPN tunnel security requirements		X
Provide data center location, and public IP addresses for Client-managed units		X
Provide Client data center location and public IP addresses to be assigned to the Ensono-managed units	X	
Define VPN security configurations that meet or exceed Ensono's minimum requirements		X
Implement Client VPN change requests during Ensono standard maintenance windows	X	
Perform basic monitoring of connectivity between VPN termination equipment	X	

Remote Access VPN

This service option enables remote access Virtual Private Network (VPN) configurations allowing Client remote users to securely connect over public IP networks.

Tasks	Ensono	Client
Define remote access VPN capability, functionality, and minimum VPN tunnel security requirements		X
Provide baseline configuration and authentication profile for deployment		X
Manage remote user identities, and maintain MFA enrollment		X
Install and maintain all remote access VPN client software and agents		X
Apply Client baseline configuration and authentication profile	X	
Implement up to 2x remote access VPN change requests during Ensono standard maintenance windows	X	
Test and validate Ensono changes as required		X
Support and troubleshooting of VPN Clients and endpoints having trouble connecting		X

Malware Prevention

This service option enables a powerful cloud-based virtual environment that analyzes and executes unknown files or email links and detects highly evasive zero-day exploits and malware.

Tasks	Ensono	Client
Define malware prevention capability and functionality requirements		X
Provide baseline configuration, file blocking profile (including the file types and actions), and analysis profile		X
Apply Client baseline configuration, file blocking profile, and analysis profile	X	
Configure categorization by severity levels so that the scheduled update processes address new threats automatically	X	
Implement up to 2x Malware Prevention change requests per month during Ensono standard maintenance windows	X	
Test and validate Ensono changes as required		X
Provide malware prevention log analysis, response, and remediation		X

URL Filtering

This service option protects against web threats by comparing all web traffic against a continuously updated URL filtering database of categorized URLS.

Tasks	Ensono	Client
Define URL filtering capability, functionality, and policy requirements		X
Provide Ensono with baseline URL filtering profile (rules, URL categories, and exceptions)		X
Implement Client defined URL filtering components during Ensono standard maintenance windows	X	
Implement Captive Portal authentication methods and settings as required	X	
Implement up to 2x Client exception change requests per month during Ensono standard maintenance windows	X	
Test and validate Ensono changes as required		X

SSL Decryption

This service option enables the ability to decrypt and inspect SSL inbound and outbound connections going through the threat appliance.

Tasks	Ensono	Client
Define SSL Decryption capability, functionality, and policy requirements		X
Provide Ensono with certificates, Certificate Authority (CA), baseline SSL decryption rules, decryption URL categories, source users, and source/target addresses as required		X
Configure certificates, Certificate Authority (CA), baseline SSL decryption rules, decryption URL categories, source users, and source/target addresses as required	X	
Enable SSl decryption notification page if required	X	
Implement up to 2x Client SSL Decryption change requests per month during Ensono standard maintenance windows	X	
Test and validate Ensono changes as required		X

User-ID

This service option enables the ability to leverage user information for visibility, user-based, and group-based policy control, and improved logging, reporting, and forensics.

Tasks	Ensono	Client
Define User-ID capability, functionality, and policy requirements		X
Provide Ensono with the Windows servers to poll for mapping, poll frequency, dedicated service account credentials, the subnetworks that the integrated User-ID agent should include in or exclude from user mapping, and Captiv portal requirements		X
Enable User-ID and configure Windows servers, poll frequency, dedicated service account credentials, subnetworks, and Captiv portal as required	X	
Configure authentication policy and validate the configuration changes	X	
Implement up to 2x User-ID change requests per month during Ensono standard maintenance windows	X	
Test and validate Ensono changes as required		X

Dedicated Management Environment –Virtual Appliance

This Service option enables the ability to manage, and monitor threat appliances using central oversight with local control, as required. The option streamlines threat appliance operations with centralized configuration and deployment, aggregated logging and reporting, and distributed policy administration.

Tasks	Ensono	Client
Define dedicated management environment capability, functionality, and policy requirements		X
Install the virtual management appliance on the Ensono supported platform	X	
Configure virtual management appliance for centralized management of in-scope threat appliances	X	
Configure virtual management appliance for log collection of in-scope threat appliances	X	
Implement Client requests for virtual threat management appliance during Ensono standard maintenance windows	X	
Provide ongoing availability monitoring of threat management virtual appliance	X	
Patch, upgrade, and manage the virtual threat management appliance during Ensono standard maintenance windows	X	

EXHIBIT B-6

Service Description: Host Based Data Replication Services

Service Tasks Roles and Responsibilities
(Zerto replication management)

The following tables list the tasks and responsibilities for the available Service components, which if purchased, will be expressly referenced in Circuit Court's Service Order or Statement of Work. The baseline tasks will be performed by Ensono or Circuit Court.

Install and Initial Configuration

Baseline Tasks	Ensono	Client
Define: ▪ Zerto Virtual manager (ZVM) and VRA (Virtual Replication Appliances) requirements	X	
Define: ▪ Recovery plans for VMs and group of VMs that need to be in each Virtual Protection group (VPG) ▪ Define the boot order of the VMs based on application dependencies		X
Provide/Procure: ▪ Ensono access to the ESX i, virtual center, VRA and ZVM (if ESX hosts/virtual servers are managed by the Circuit Court) ▪ Compute and storage required to install VRA and ZVM ▪ Windows license required for ZVM		X
Open: ▪ Firewall ports required for Zerto replication (if firewalls managed by Circuit Court)		X
Install: ▪ Windows VM for ZVM at both production and disaster recovery sites ▪ Zerto Virtual manager (ZVM) and Virtual Replication Appliances (VRAs) at both production and disaster recovery sites	X	
Configure: ▪ New SQL database (if required) for ZVM ▪ Zerto Virtual manager and Virtual Replication Appliances ▪ Virtual Protection Groups (VPG) ▪ Journaling for VPGs ▪ The boot order of the VMs in VPG	X	

Zerto management/monitoring

Baseline Tasks	Ensono	Client
Install: ▪ Patches for ZVMs and VRAs in a single maintenance window ▪ ZVM and VRA updates in a single maintenance window	X	
Configure additional Virtual Protection Groups	X	
Configure Protection for VMs	X	
Managing Changes for Virtual protection groups	X	
Add VMs to Virtual Protection Groups	X	

Baseline Tasks	Ensono	Client
Remove VMs from Virtual Protection Groups	X	
Create one simple pre-recovery or post-recovery script per year (2-3 hours per script)	X	
Change journaling space for VPGs or VMs if required	X	
Troubleshoot and resolve Zerto configuration/replication issues	X	
Monitor the status of replication of VM disk	X	
Monitor journaling space	X	
Monitor the virtual replication appliances	X	
Submit requests to add VMs to Virtual Protection Groups or remove VMs from Virtual Protection Groups		X
Provide/procure sufficient bandwidth required for Zerto replication to maintain the RPO		X
Recommend if additional bandwidth is required for Zerto replication to meet the RPO	X	

EXHIBIT B-7
Double-Take Replication for Windows Servers

The Ensono Doubletake Replication Service (the "Service") includes the installation, configuration, monitoring, and management servers which includes upgrades and the application of software patches. The following tables list the tasks and responsibilities for the available Service components, which if purchased, will be expressly referenced in Client's Service Order or Statement of Work. The tasks will be performed by Ensono or Client.

Install and Initial Configuration

Tasks	Ensono	Client
Define Double-Take console server requirements	X	
Configure Double-Take replication for the servers	X	
Provide: ▪ Double-Take license required for source and target servers	X	
Install: ▪ Double-Take console server ▪ Double-Take software on the source and target servers	X	
Configure Double-Take replication for the servers	X	

Double-Take management and monitoring

Tasks	Ensono	Client
Install: ▪ Double-take patches for Double-Take console server ▪ Double-Take patches in both protected and recovery sites	X	
Remove Double-Take configuration for protected and recovery servers	X	
Modify Double-Take replication sets	X	
Ensure Double-Take replication is operational/healthy after server patching	X	
Troubleshoot and resolve: ▪ Double-Take replication issues ▪ Double-Take console server issues	X	
Monitor: ▪ Double-Take service availability in protected and recovery sites ▪ Double-Take alerting	X	
Incorporate Double-Take failover instructions into disaster recovery documents	X	
Target server OS tasks	X	
DR test each server: • Fail over the systems • Configure the systems and perform reverse replication • Failback all systems	X	
Provide replication configuration detail (server names for protected and recovery servers and folders that require replication)		X
Submit a Request Ticket requests to add or remove servers from Double-Take replication		X
Source server OS tasks		X
Post remediation failover for DR test: • Post-test, prep the systems in production for reverse replication		X

EXHIBIT B-8

Disaster Recovery Managed Service

An Ensono Business Continuity Professional works with Client and to create and maintain the Technical Services Recovery Plan manual. The manual includes detailed recovery processes and required components to effectively recover the Client's Ensono processing environment. Recovery exercise services are performed to validate the disaster recovery solution remains current and effective, identifying recovery plan gaps, validating recovery processes, procedures and process improvements or enhancements. Ensono Business Continuity Disaster Recovery ("BCDR") Team coordinates the exercise's planning process, execution and post exercise reporting activities.

Roles and Responsibilities

The following tables list the tasks and responsibilities for the available service components, which components, if purchased, will be expressly referenced in Client's Service Order or Statement of Work.

Disaster Recovery (DR) and Testing (Mainframe Service)

SKU: US-MF-SVC-0103

Provide DR environment as indicated in the SOW (if applicable).		X
Develop, maintain and validate the preplanning project plan and restoration timeline.		X
Coordinate DR meetings and ensure the DR Test Plan and updates are communicated and published.		X
Facilitate DR testing.		X
Tape environments: recover infrastructure and operating system and data files via full volume restores. Mirrored environments: suspend replication on test versions of DR storage devices in preparation for system IPL.		X
IPL in scope LPARs within RTO and RPO as indicated in the SOW.		X
Monitor activities and record problems, resolutions and gaps, updating the timeline and providing status and escalation as required to all stakeholders.		X
Prepare And process third party and Client addendums as required Draft Recovery Exercise Report, distribute and conduct post exercise review meetings with recovery teams		X
Maintain post-exercise improvement project plan with platform and team representatives on a regular basis to track the resolution of exceptions and improve recovery capabilities for each platform and team.		X
Discuss the options available to resolve any noted exceptions and update the project plan with the selected actions to be completed and updating the DR plan.		X
Receive approval from Client to implement or delay recommended improvements with applicable cost estimates to the Client.		X

Schedule recovery tests six months in advance of mutually agreed upon test dates and determine, document, publish and determine success criteria for DR test objectives.	X	X
Provide currently used test plan for Ensono review and update.		X
For tape environments, forward recover application data and test applications using application level backups.		X
Ensure that application recovery exercise scripts are developed for each process and production team.		X
Approve recommended change implementation, review Test Plan, communicate changes to the Ensono BC/DR Team and formally validate and approve final test plan.		X

Disaster Recovery Services (Distributed Systems)

Technical Services Recovery Plan Development

Tasks	Ensono	Client
Define recovery components	X	X
Identify: ▪ Applications and processes ▪ Network-LAN/WAN and firewall ▪ Recovery Platforms-Linux, Windows, Unix etc. ▪ Recovery Equipment ▪ Suppliers, vendors ▪ Data feeds' requirements ▪ Dependencies and inter-dependencies ▪ Document support recovery teams	X	
Document: ▪ Equipment and resources ▪ Restore procedures for each platform	X	
Compile draft Technical Services Recovery Plan manual and work with recovery teams to create each section of the manual	X	
Prepare Roles & Responsibilities Matrix; Present Technical Services Recovery Plan manual to Account Team and Client.	X	X
The following review and update bullets define the high-level tasks to complete the maintenance process of the Technical Services Recovery Plan manual: ▪ Contact Information ▪ Name, phone, address etc. ▪ System Configuration ▪ Production Processes ▪ Restore Procedures ▪ Communication and Activation ▪ Compile updates to Technical Services Recovery Plan manual	X	
Present updated Technical Services Recovery Plan manual to Ensono Account Team and Client	X	X

Recovery Exercise

Tasks	Ensono	Client

Identify:
  ▪ Technical Services Recovery Plan gaps
  ▪ Process Improvements or Enhancements
	X	

Validate:
  ▪ Recovery Processes
  ▪ Restore Procedures
	X	

The Ensono BCDR Team coordinates the exercise and performs the following:
  ▪ Works with Client to determine the exercise date, scope, objectives and success criteria
  ▪ Coordinates the exercise planning meetings with Client and support personnel
  ▪ Executes the recovery exercise, monitor activities and record status updates to distribute to exercise participants and appropriate interested parties
  ▪ Performs post exercise meetings to gather and validate information
  ▪ Produces final exercise report for Client
	X	X

EXHIBIT B-9

Service Description - Service Management Service

Ensono Service Management Service (the "Service") is based on an ITIL framework designed to manage activities and interactions between Ensono and Client to ensure Ensono services are delivered, aligned, and sustained to manage Client's business requirements. The Service is divided into the Service Categories listed herein.

Service Categories

The Service consists of the following service categories:

1. Service Management Resource Support
2. Monitoring and Management Center ("MMC") Services - Ensono Service Desk
3. Incident Management
4. Service Request and Change Request Management
5. ITIL Process Management
6. Ensono Standard Reports

Tasks and Role and Responsibilities

Each Service Category details the Tasks and Roles and Responsibilities to be performed by Ensono and/or Client.

1. Service Management Roles

The Service is delivered and supported by a designated Client Success Manager and /or a Technical Delivery Manager. This is based on Client requirements and/or complexity of the solution; the resources will be provisioned to align specifically to Clients support requirements.

Client Success Manager ("CSM")

The CSM will be the primary business contact for support of Ensono's services. The CSM will be responsible for business coordination including management of service levels, lifecycle process, and service changes. The CSM will provide regular touch-base meetings to discuss service reviews, development planning, and monthly scorecards as outlined in the Governance Overview which is available upon request.

Tasks	Ensono	Client
Service Level Management – management of Ensono services and the Service Level Agreement ("SLA"); conduct monthly service review meetings, provide executive summary on performance, availability, recoverability, insights. Serve as the point of escalation for operational issues.	X	
Demand Management – highlight potential service issues, understand Client requirements, and manage business moves, adds and changes.	X	X
Lifecycle Management – hardware/software maintenance, subscription renewals, communication, and management of end of life products and services.	X	X
Risk Management – documentation and communication of operational risks, co-ordination of disaster recovery activities, and management of security services.	X	X
Continual Service Improvement – proactive service improvement, development of formal Service improvement plans, follow up on feedback, complaints, and Client satisfaction surveys.	X	

Technical Delivery Manager ("TDM")

The TDM will act as an advocate for the Client and work with Ensono Support Teams, providing oversight and guidance in support of the Client's environment and operational requirements.

Core Responsibilities
- Coordinate all technical resources in support of the delivery of Ensono Services, in the Client's steady state environment.   - Identify and communicate opportunities for operational process improvements.   - Oversee updates and integrity of operational documentation.   - Advocate on behalf of the Client to provide ITSM governance (incident, request, change and problem management), per Ensono Standards.

2. Monitoring and Management Center ("MMC") Services - Ensono Service Desk

The Client is responsible for first level service desk operation related to Client Service Requests and Incidents for the Client environment ("**Client Service Desk**") including the initial triage of calls or electronic requests from Client end users until it is determined that an Incident or Service Request is related to an Ensono Service. Upon determination Client will open a ticket with the Ensono MMC using either the Ensono Envision Portal and/or via the Clients Service Management Platform, integrated with Ensono via the Envision Connect Service*

Ensono will perform second level service desk functions. Ensono MMC will review the ticket and will route it to the applicable Ensono resolution team. *Note: The Client is required to open a Severity 1 Incident ticket by calling the Ensono MMC at 1-833-MMC-SERV (Local / Regional Numbers will be provided per Client's business requirements.)*
Ensono MMC manages Client transferred tickets in the following two categories during Ensono's Primary Hours of Operation:

- **Incident** is defined as: (ITIL Service Operation) An unplanned interruption to an Ensono service or reduction in the quality of an Ensono service. Failure of a configuration item that has not yet affected an Ensono service is also an Incident (e.g., failure of one disk from a mirror set).
- **Service Request and Change Request** is defined as: (ITIL Service Operation) A formal request from a user for something to be provided or modified (e.g., a request for information or advice, a password reset, or a modification to the Ensono provided service).

Envision Connect Service is an API supported integration platform that requires Client to configure connectivity of the Client's existing Service Management Platform to Ensono's Service Now Platform. The Envision Connect Service is a separate service offering and is further described in the Service Description – Envision Connect Service.
Primary Hours of Operations for Incidents, Service Requests and Change Requests are outlined in the table below.

Table # 2

Incident Requests – Ensono Primary Hours of Operation	
Incident Severity Level	**Availability of Ensono Resolver Teams**
1	24 X 7 X 365
2	24 X 7 X 365
3	7am - 6pm (Monday to Friday) Ensono Regional Business Hours
4	7am - 6pm (Monday to Friday) Ensono Regional Business Hours
	The Ensono Business Hours Excludes Regional National / Bank Holiday's
Service Requests and Change Requests – Primary Hours of Operation	
Service Requests	24 X 7 X 365
Change Requests	7am - 6pm (Monday to Friday) Ensono Regional Business Hours
	The Ensono Business Hours Excludes Regional National / Bank Holiday's

3. Incident Management

Incident Management Process

The Ensono MMC will perform the following tasks during the Primary Hours of Operation set forth in Table #2 upon receipt of a Client transferred Incident:

- Acknowledge the receipt of the Incident.
- Assign the Incident to an analyst on the appropriate Ensono resolver team.
- Commence efforts to address the Incident.
- Ensono will work on an open Incident until one of the following occurs:
  - The underlying problem has been resolved.
  - Both the Client and Ensono agree to close it.
  - The Incident is determined by Ensono to be outside the scope of the services and transferred back to the Client Service Desk.

Incident Severity Level Assignments

The Client Service Desk will assign a Severity Level to each Incident opened with the Ensono MMC. Severity Level assignments must align to the Incident Severity Level Definition set forth in in Table #3. In the event a Severity Level is not assigned by the Client Service Desk, the Ensono MMC will assign the Severity Level based upon the information provided by the Client in accordance with the definitions set forth in Table #3. One ticket is opened per Incident.

Incident Severity Level Definitions

Incident Severity Level definitions set forth in the table below and will be used for assigning a Severity Level to an Incident as the basis for measuring SLA metrics.

Table #3

Incident Severity Level Definition	Severity Level
Critical Business Impact ■ The Incident causes complete loss of application(s) supported in the production service environment. ■ The business operation is mission critical to Client's business. ■ Work cannot reasonably continue. ■ The situation is an emergency.	**Level 1**
Significant Business Impact ■ Incidents that result in a severe loss of application(s) supported by the production and non-production services environment. ■ No acceptable workaround is available, however, business operations in the services environment can continue to be conducted in a restricted fashion.	**Level 2**
Some Business Impact ■ The problem causes minor loss of the application(s) supported by the production and non-production services environment. ■ The impact is an inconvenience, which may require a workaround to restore functionality.	**Level 3**
Minimal Business Impact ■ The problem causes no loss of use of the applications supported by the production and non-production services environment. ■ The result is a minor error, incorrect behavior, or a documentation error that does not impede the operation of the system within the applications environment.	**Level 4**

Incident Severity Level Adjustments

Client may, during the Incident process, downgrade or upgrade an Incident Severity Level in accordance with the Incident Severity Level Definitions as follows:

- Downgrades of Severity Levels: The Incident no longer warrants the Severity Level currently assigned based on its current impact on the Client's environment, the Severity Level will be downgraded to the Severity Level that most appropriately reflects its current impact.

- Upgrade of Severity Levels: The Incident warrants the assignment of a higher Severity Level than that currently assigned based on the current impact on the Client environment, the Severity Level will be upgraded to the Severity Level that most appropriately reflects its current impact.

4. Service Request and Change Request Management

The Ensono MMC will perform the tasks during the Primary Hours of Operation set forth in Table #2 upon receipt of a Client transferred Service Request or Change Request and will categorize the request into one the following three categories.

Service Request and Change Request Categories
Table #4

Request Type	Examples

1. Service Request
Execution of pre-defined and qualified work activities that do not require a Change Request.
	▪ User Admin Request
	  – User account administration to Domain, Linux, Mainframe
	  – Password Reset
	  – Client Contact Administration
	▪ Backup or Restore Request
	▪ Request for information or comments
	  – Database queries (select query only not include alter/update/delete
	  – Request for technical information such as audit requests, log files, configuration data, reporting or monitoring data
	▪ Request for technical consultation
	  – Scheduled technical bridge call with Client and an Ensono workgroup

2. Change Request – Standard Execution of preapproved changes approved by the Ensono CAB, in partnership with Clients, to complete changes which are routine and have a repeatable method-of-procedure defined. A standard change is typically classified as having low impact risk.	▪ Stop or start services process ▪ Take servers in/out of load balancer ▪ Additional monitoring/reporting configured ▪ Assignment of additional IP addresses. ▪ Configuration of SSL certificates, DNS records, and simple firewall rules ▪ Remote hands work
3. Change Request - Complex Execution of changes requiring planning, research, analysis, and/or testing. Complex Changes may require multiple workgroups to be involved and/or require a customized method-of-procedure to be documented for Client Change Approval Board ("CAB") review and approval.	▪ Newly defined ACL and NAT Firewall changes ▪ Network routing changes ▪ Database changes ▪ DR Failover and testing ▪ Re-IP of environment

Service Request and Change Request Urgency Levels

Ensono will also assign one of the following Urgency Levels to the Service Request or Change Request based upon initial triage communication with the Client Service Desk and/or designated Client personnel.

Table #5

Urgency Level	Definition and Examples

Normal	Ensono preferred and standard default urgency level to ensure quality lead time preparation and resource availability planning.
	  ▪ Client application testing or turn-up requiring changes to Ensono managed infrastructure
	  ▪ Planned monthly patching

Expedited	*Client must contact the Ensono MMC by phone at 1-833-MMC-SERV* to initiate **Expedited Requests and Changes.** Expedited Requests or Changes have high urgency and must be completed as soon as possible to avoid potential business impact or to resolve a high-risk situation. ▪ Client contact termination and immediate action required to remove access ▪ Urgent FW change required to avoid market impact of new application functionality
Emergency	Ensono will process Emergency Changes as required using the Incident Management process.

Service Request and Change Request Methods

Ensono will execute a Service Request or Change Request in one of the following methods.

Table #6

Execution Method	Definition
First-in-First Out	Ensono preferred method of execution when appropriate where the Service Request is picked-up from a queue, marked with Normal Urgency, and executed at any time. Expedited Service Request and Change Request will "queue jump" to be handled as soon as possible.
Scheduled	Ensono will work with the Client to schedule the execution of the Change Request at a specific date and time with the appropriate workgroup(s). This work is often complex or has a high-risk level where execution is best suited in a Client provided window. The changes often require the Client or multiple workgroups to be involved. All Complex changes must be scheduled.

Service Request and Change Request Fulfilment

The following table provides Ensono's general fulfilment objectives for Service Request or Change Request based on the Request Category, Execution Method and Urgency Level.

Table #7

Service Request Fulfilment
First in First Out
Normal ▪ Normal Service Requests are executed by appropriate workgroup queue by First in First Out methodology with-in **5 business days Completion Target.** **Expedited / Emergency** ▪ Expedited Requests are governed by Severity Levels and aligned to Ensono Standard SLA's. An Expedited Ticket will be reviewed and mapped to the appropriate severity level and executed accordingly.
Change Request – Standard Fulfilment
Scheduled
Normal ▪ Normal Scheduled Standard Changes are required to be executed in a mutually agreed forward scheduled appointment **3 Business Days Advanced Notice** **Expedited / Emergency** ▪ Expedited Change Requests are Governed and executed by Severity Level – Guided by Client Business Impact. A mutually agreed upon change window will be coordinated and scheduled to **meet client's business requirements.**
Change Request – Complex Fulfilment
Scheduled
Normal ▪ Normal Scheduled Complex Changes are required to be executed in a mutually agreed forward **scheduled appointment with 10 business days advanced notice**. **Expedited / Emergency** ▪ Expedited Complex Change Requests are Governed and executed by Severity Level – Guided by Client Business Impact. A mutually agreed upon change window will be coordinated and scheduled to **meet client's business requirements.**

5. ITIL Process Management

Event Monitoring Management

Ensono identifies multi-platform health issues across the data center to provide event and alert analysis to ensure continuity of Client business service performance which includes the following tasks.

Table #10

Task	Ensono	Client
Monitoring scope – Ensono managed platforms, configuration items, environmental conditions, software, security and activities (utilization/performance).	X	
Provide standard service specific reports via the Ensono Envision Portal.	X	
Event monitoring management exceptions will be governed and supported by the Ensono Incident and problem management process.	X	

Service Level Management

The following service level objectives will be coordinated during the on-boarding process and maintained and refreshed as part of the Ensono services lifecycle.

Table #11

Task	Ensono	Client
Review SLAs, standard monitoring, and reporting.	X	
Establish, support and improve communication between Ensono and Client.	X	X
Perform SLA reviews quarterly with Client and explore opportunities for service improvement.	X	

Performance Reporting

Ensono reviews and monitors performance and advises Client on existing performance and demand which includes the following tasks.

Table #12

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all performance managed systems.	X	
Generate the data needed for the Client-specific performance reports only for pre-defined systems based on agreed upon scope.	X	
Provide performance management reports to Client via self-service on the Ensono Envision Portal.	X	X
Provide high level quarterly overview of Client's performance.	X	X
Maintain and understand performance and utilization of each IT component under Ensono management.	X	
Utilize reactive performance management whenever necessary for successful performance.	X	

Change Management

Change Management services consist of the planning, implementation, and record keeping of all changes for a Configuration Item ("CI").

Table #13

Task	Ensono	Client
Responsible for managing the Ensono CAB.	X	
Collect information to integrate Client into Ensono's technical change management process.	X	
Validate that the Client can accommodate e-mail notification.	X	
Ensono defined policies and procedures are documented and adhered to for all change requests.	X	

Task	Ensono	Client
Provide schedule of predefined system downtimes for routine maintenance and other work.	X	
Provide change management reports to Client via self-service on the Ensono Envision Portal	X	
Perform change management within the Ensono service management platform.	X	
Schedule and execute changes in accordance with the Ensono change windows.	X	
Present changes for final scheduling during the Ensono internal CAB.	X	
Execute changes for Client (limited to 100 per month).	X	
Escalates emergency changes.	X	
Upon change completion, Ensono will perform and execute a standard post implementation review.	X	
Identify Client associates authorized to request and view changes.		X
Identify list of Client associates to be trained in the use of Ensono's change management process and ticketing system.		X
Provide monthly standard KPI reporting via the Ensono Envision Portal.	X	
Provide continual review and process improvement recommendations on Ensono internal policy.	X	

Configuration Management

Configuration Management services consist of the management of CIs within the Configuration Management Database ("CMDB").

Table #14

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all CIs.	X	
Create initial CI records.	X	
Maintain accuracy of data for all Ensono managed CI records.	X	
Document and maintain all Ensono managed CIs in the CMDB.	X	
Standard CI attributes will be maintained by the CI contact group based on Ensono attribute definitions.	X	
Maintain standard CI relationship for Ensono managed CIs.	X	
Maintain colocation CIs within the CMDB.	X	
Provide standard CI reporting to Client via self-service on the Ensono Envision Portal.	X	
Audit CIs per internal audit schedule and procedure.	X	
Perform configuration management within Ensono's service management platform.	X	

Asset Management

Asset Management Services provide for the inventory and management of all equipment set forth in the Hardware/Software Schedule. The asset information management system will serve as a record of the asset list.

Table #15

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all assets.	X	
Creates initial asset record.	X	
Maintain accuracy of the asset data for all Ensono managed assets.	X	
Collect and store Ensono owned assets for redeployment.	X	
Dispose of Ensono owned assets.	X	
Dispose of Client owned assets.		X
Provide standard asset reporting to Client via self-service on the Ensono Envision Portal.	X	
Audit assets residing in an Ensono data center per Ensono audit schedule and procedure.	X	
Document and maintain Ensono owned asset maintenance contracts.	X	

Problem Management

Problem Management services includes the activities required to diagnose the root cause of Incidents and determine actions for resolution.

Table # 16

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all problems.	X	
Oversee the Problem Management process.	X	
Perform a root cause analysis on all valid Severity 1 Incidents and upon mutual agreement for all other Incidents.	X	
Deliver documented RCA summaries (problem reviews) to Client for review.	X	
Provide standard KPI reporting to Client via self-service on the Ensono Envision Portal.	X	
Perform problem management within the Ensono service management platform.	X	
Maintain work arounds and known errors in a known error database.	X	
Deliver documented RCA summaries (problem reviews) to Client for review.	X	

6. Ensono Standard Reports

Ensono will provide the reports for a Client Managed Service Area at the Frequency set forth in the Reporting section. Ensono will provide Client access and training to obtain reports via the self-service Envision Portal. The Ensono Reporting section is provided specific to the Ensono Managed Services Provided to Client.

Table #17

Service Area	Report	Is Sample Report Available?	Frequency	Where is the Report Stored?
Mainframe	Performance Metrics	Yes	Monthly	Envision Portal
	DASD Utilization	Yes	Monthly	Envision Portal/ File Library
	Self Service - Ticketing Data Supports reporting for: Console Monitoring/Job Schedule Monitoring/Application Change Control & Schedule Configuration	Yes	Monthly Reports Updated to Portal by CSX Team – To File Library	Envision Portal
Server	CPU Usage (%) Metrics	Yes	Weekly/Monthly	Envision Portal
	Physical Memory Usage % Metrics	Yes	Weekly/Monthly	Envision Portal
	Disk Usage % Metrics	Yes	Weekly/Monthly	Envision Portal
	Data Protection Metrics	Yes	Daily/Weekly/Monthly	Envision Portal
Security	CA-ACF2	No	Daily	Mainframe
	CA-TSS	No	Daily	Mainframe
	IBM RACF	No	Daily	Mainframe
ITIL Governance	ITSM Reporting (Change / Incident / Requests)	Yes	Daily /Monthly	Envision Portal
	Asset Management	Yes	Daily	Envision Portal
	Weekly Operations Report	Yes	Weekly	Envision Portal
	DR Test Execution Report	Yes	By Request	By Request
	Daily Service Review	Yes	Daily	By Request
	Voice of the Client	Yes	Bi Annual	By Request
	Monthly Operations Review	Yes	Monthly/ Agreed Upon Schedule	Envision Portal
	Service Level Reporting	Yes	Monthly (Service Dependent Agreement)	Envision Portal
	Annual Service Review	Yes	Annual	By Request
	Project Status	Yes	By Request	By Request

Exhibit C – Charges
[DR – SOW]

Client shall pay to Ensono all Service Fees and Expenses as further specified in this Exhibit C (Charges) (collectively, the "Charges") in accordance with the invoice and payment schedule described herein and in the Agreement.

A.   Service Fees.

(i) Client shall pay Ensono the following service fees for all work performed under this SOW ("Service Fees").

Table A-1:

Services	Monthly Recurring Charge ("MRC") Aug 1, 2021 to July 30, 2024	Non-Recurring Charge ("NRC")	Total Charge Aug 1, 2021 to July 30, 2024* ("2024 MRC")
Disaster Recovery Service – Mainframe and Open Systems	$ 96,973	n/a	$ 3,491,028
* Note: The Service Initial Term may be extended by County as per SOW, Section 4 (Service Term and Optional Extension Period). The Extended Term Service charge shall be equal to the 2024 MRC plus an indexing factor as defined in this Exhibit C Section F (Indexing).			

(ii) The below-listed estimated charges are estimates only to be used for County's budget purposes only for the additional services as generally described in the attached Exhibit C-1 ("Optional Services – Contract Authority") which may be purchased by County in accordance with a separately established fully signed Change Order which shall include the service term, scope, tasks and service charge.

Table A-2: Optional Services - Contract Authority Items

Optional Service Description	Estimated Monthly Recurring Charge ("Estimated MRC")	Estimated Non-Recurring Charge ("Estimated NRC")
Disaster Recovery Service – Mainframe: Additional Storage	$ 46,080	

B.   Monthly Minimum Fees. In no event will the Monthly Recurring Charges (MRCs) billed for such Services be less than 100% of the then applicable Monthly Recurring Charge.

C.   Termination Fees. In the event Client terminates this SOW prior to the conclusion of the Service Term, provided the Client provides Ensono with no less than ninety (90) days advance written notice of the termination effective date, Client will pay the termination fee Client will pay all accrued but unpaid amounts due under the Agreement and an early termination charge equal to (i) 100% of the then-current MRCs for the affected Services multiplied by the number of months remaining in the Service Term plus (ii) all Out-of-Pocket Costs in connection with such terminated Service. The parties agree that any ETCs in the Agreement constitute liquidated damages and are not intended as a penalty. If a particular Service is terminated upon which another Service is dependent, all such dependent Services will be deemed terminated.

D.   Ensono Flex. In the event Ensono offers Client another Service, either currently offered by Ensono or developed in the future, which Client would prefer to utilize in place of the Service(s) currently provided under an SOW or Service Order, then in such event, Ensono shall, at Client's request, allow Client to migrate to the new Service(s) provided that (a) the pricing, Service Term and terms and conditions for such replacement Service(s) (including applicable migration) shall be as mutually agreed to by the parties as set forth in a new SOW or Service Order, (b) the new Service shall be provided at a comparable Ensono management tier, and (c) Client will be responsible for Ensono's reasonable and documented out-of-pocket costs but will not be responsible for any otherwise-applicable early termination charges relating to the terminated Service(s).

E.   Expenses. Notwithstanding anything to the contrary in the Agreement, in addition to the above-described Service Fees, Client shall reimburse Ensono for all reasonable and documented expenses incurred by Ensono in the performance of the Services (collectively, "Expenses"). All travel and related costs and expenses shall be subject to

Ensono's current expense guidelines. Ensono will invoice Client for Expenses incurred on a regular basis and Client shall pay Ensono invoices in full in accordance with the payment terms specified in the Agreement.

F.   **Indexing.**   Notwithstanding any other provision to the contrary and not more than once per calendar year after the Initial Term, Ensono may increase the charges applicable to any Service provided hereunder and the rates as set forth in the Rate Card Table below in an amount not to exceed the latest annual increase in the Consumer Price Index, specifically, the U.S. Department of Labor, Bureau of Labor Statistics "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average". Such increase shall be effective upon the date set forth in Ensono's written notice thereof to Client.

G.   **Pass Through Charges.**   Ensono shall pay Cook County certain invoices directly to the Cook County invoicer, and Client shall be charged for this service at the amount of the third party invoice plus the Ensono administrative fee of ten percent (10%) ("Pass Through Charge").

H.   **Transition Assistance/Exit Assistance.**   The Service charges do not include the charges for transfer assistance services. Contractor shall provide transfer assistance services as agreed to by the parties in writing in accordance with a separately established Change Order which shall include the service scope, tasks and charges which shall be based on Contractor's then current standard hourly rates. Any associated travel, expenses, installation, de- installation, or other charges incurred by Contractor as a result of such transition of Services, will be reimbursed at Ensono's cost plus a ten percent (10%) administration fee. In all instances before the expenses are incurred, Cook County's prior written approval is required.

I.   **Labor Rates.**   Ensono may provide to Client additional services in accordance with a separately signed Change Order which shall include the service, scope, tasks and the charges which may be established based on the hourly rates as set forth in the following Hourly Rate Table.

Hourly Rate Table

Ref.	Service Role	Hourly Rates
01	Project Manager	$155
02	BCDR Professional	$141
03	Systems Engineer	$140
04	Mainframe Systems Programmer	$150
05	Database Administration	$160
06	Network Engineer	$155
07	Infrastructure Lead Architect	$150
08	Security Engineer	$135
09	Scheduling Analyst	$110
10	Production Control Analyst	$90

Exhibit C – 1

Optional Services – Service Information

Clerk Storage for Growth

Storage needed in the Clerk's Disaster Recovery environment continues to increase to accommodate the migration of data from other sources as well as the organic growth of the environment. Ensono has included the estimated charge for an additional 256 TB of Business Standard storage for the lower environments.

EXHIBIT D

SERVICE LEVEL AGREEMENT

1.   General

This Exhibit and Schedule 1 (Critical Service Levels, Key Performance Indicators (KPIs) and Measuring Methodologies and Tools) attached hereto and incorporated herein, sets forth the agreement between the parties relating to Service Levels and Key Performance Indicators, against which Ensono's performance of the Services will be measured. Ensono will perform each Service for which a Service Level or Key Performance Indicator has been established in accordance with the terms of this Exhibit.

2.   Definitions

Capitalized terms used in this Exhibit and not defined herein will have the meaning set forth in the Agreement.

"**At Risk Amount**" means, for any calendar month during the Term, this Exhibit, Schedule 1 listed At Risk Percentage which is a percentage of the Monthly Charges, which is the aggregate amount that Ensono will have at risk for Critical Service Level Credits, if any, due to Client.

"**Critical Service Level**" means a measurable aspect of performance specified in Schedule 1 with respect to certain Services for which a Service Level Credit may be payable (i.e., "Availability"). Critical Service Levels shall only apply to production environments.

"**Critical Service Level Metric**" means the numerical measurement for a Critical Service Level (i.e., 99.9%).

"**Critical Service Level Credit Weighting Allocation**" means the percentage specified in Schedule 1 as "Allocation" with respect to each Critical Service Level. The sum of the Critical Service Level Credit Weighting Allocation percentages will equal one hundred percent (100%) and each Critical Service Level Credit Weighting Allocation will be subject to the limitations described in Schedule 1.

"**Earnback Credit**" means a credit to be applied to Ensono to offset any otherwise applicable Service Level Credit if, during the Earnback Period, Ensono achieves a Critical Service Level Metric equal to or greater than the applicable Minimum Service Level(s) in effect during the month in which the related Service Level Failure occurred.

"**Earnback Period**" means the one (1) month period immediately following a month in which a Service Level Failure occurs .

"**Ensono Outages**" means the cumulative total unavailability for the Service Environment, as reported by Severity 1 Incident tickets, during the Reporting Window within the Measurement Window of the Service Environment, excluding client outages and planned maintenance.

"**Excluded Event**" means any event that adversely impacts the Service that is caused by (a) the acts or omissions of Client, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Ensono or its designees; (c) force majeure events; (d) Scheduled or emergency maintenance; (e) any suspension of Service pursuant to the Agreement; (f) the unavailability of required Client personnel, including as a result of any failure to provide Ensono with accurate, current contact information; (g) failure of Client to authorize Ensono to perform recommended changes or maintenance; (h) configurations, equipment or services not supported by Ensono; (i) a third party hardware/software bug that does not have a patch; (j) hardware and software for which maintenance is no longer available; or (k) hardware and software without a maintenance agreement.

"Go Live Date" means the date Ensono notifies Client that Ensono has completed all applicable onboarding / transition Services.

"Key Performance Indicator" or **"KPI"** means a performance metric that is not eligible for a Service Level Failure or Service Level Credit but will still be measured and reported by Ensono.

"**Minimum Service Level**" means the level of performance specified in Schedule 1 as "Minimum" for each Service for which a Critical Service Level Metric is established.

"**Monthly Charges**" means the total of Ensono monthly recurring charges (excluding any non-recurring or one-time charges) for its performance of the Services described in this SOW for a single calendar month.

"Measurement Window" means the periodic evaluation and reporting frequency identified for each individual Critical Service Level as specified in Schedule 1.

"Reporting Window" means a calendar month or other period of time as specified in Schedule 1.

"Resolution Time" means the difference between the time the first resolver group(s) receives a ticket for resolution and the time when Ensono resolves the incident or provides a work-around for the incident.

"Response Time" means the difference between the time an incident ticket is submitted and the time the first resolver group(s) accepts a ticket for resolution.

"Service Environment" means any collection or aggregation of two (2) or more Ensono products that are designed to perform in accordance with this SOW. Service Environment may include (without limitation) data center facilities, compute hardware and software (Operating System, Database, Middleware), network and storage used to provide Services.

"Service Environment Availability" means the Client can access and use the material features and functions of the Service in accordance with this SOW. The percentage availability calculation formula measured over the Measurement Window, is as follows (where "A" = Service Environment Availability, "T" = Total Available Service Time (minutes), and "O_{EA}" = Ensono Outages): $A = (T - O_{EA})$ x 100% / T.

"**Service Level Credit**" means a credit in an amount calculated in accordance with Section 3 (Overview of Service Level Credit Process for Service Level Failures) which will be credited to Client by Ensono in connection with Service Level Failures.

"**Service Level Failure**" means, with respect to Critical Service Levels, each month during the Term that Ensono performs a Service at a level below the applicable Minimum Service Level for reasons other than an Excluded Event.

"Service Level Objective" means performance metrics designed to be used during a transition or benchmarking process, which are not eligible for Service Level Credits.

"**Service Level Termination Event**" is defined in Section 10 (Service Level Termination Events) hereof.

"Total Available Service Time" means, the total time in the relevant Reporting Window (i.e.: Monthly Reporting Window: 43,800 minutes of Total Available Service Time = 30.41 calendar days X 24 hours per day X 60 minutes per day).

3.   Overview of Service Level Credit Process for Service Level Failures

If a Service Level Failure occurs in any calendar month during the SOW Term (subject to the terms of this Exhibit), Ensono shall provide a Service Level Credit to Client in accordance with this Section 3. Ensono may earn back an applicable Service Level Credit in accordance with Section 4 (Invoicing and Earnback Credits). Ensono's performance with respect to each Critical Service Level will be measured in accordance with the reports described in Section 5 (Reporting).

Calculation.   For each Service Level Failure, Ensono will provide to Client a Service Level Credit computed in accordance with the following formula:

Service Level Credit = **A x B**

Where:

A = the Critical Service Level Credit Weighting Allocation percentage specified in Schedule 1 for the applicable Critical Service Level; and

B = the At Risk Amount for the month in which the Service Level Failure occurs.

For example, assume that Ensono fails to meet the Minimum Service Level with respect to "P1 Incident Response" (i.e., a Service Level Failure). Assume further that Ensono's Monthly Charges for Services for the month in which the Service Level Failure occurred were $100,000, and the At Risk Amount is 10% or $10,000. Assume further the Critical Service Level Credit Weighting Allocation for P1 Incident Response is 5%. The Service Level Credit due to Client for such Service Level Failure would be $500 and is computed as follows:

      A = 5% (the Critical Service Level Credit Weighting Allocation percentage),

      multiplied by

      B = $10,000 ($100,000 Monthly Fee X 10% At Risk Amount),

      equals $500.

Limitations. The total amount of all Service Level Credits credited to Client for Service Level Failures in any single calendar month shall not exceed the At Risk Amount for such month. If more than one Service Level Failure occurs in a single month, the sum of the corresponding Service Level Credits will be credited to Client as set forth in this Exhibit, provided, however, that if a single incident results in the failure of Ensono to meet more than one Critical Service Level, then Ensono will issue the largest single Service Level Credit amount and Client shall not be eligible for additional Service Level Credits for the other related failures.

4.   Invoicing and Earnback Credits

In the event of a Service Level Failure, if Ensono fails to achieve an Earnback Credit during the Earnback Period, Ensono will apply the applicable Service Level Credit to the Client's account no later than the second monthly invoice following the applicable Earnback Period. In the event Client earns a Service Level Credit in the final month of the Term, Ensono shall pay to Client the amount of such Service Level Credit within thirty (30) days after the effective date of the termination or expiration of the SOW. Notwithstanding the foregoing, in no event shall Client be entitled to a Service Level Credit if the applicable SOW is terminated or expires prior to the conclusion of the applicable Earnback Period.

5.   Reporting

Each month Ensono will issue a report for the preceding month in which Ensono will (i) notify Client of any Service Level Credits to which Client is entitled and (ii) describe any Service Level Failures that occurred.   In addition to this standard monthly Service Level report, within twenty (20) business days following the end of each month, Ensono will provide Client an additional report that details (a) Ensono's monthly performance with respect to each Critical Service Level Metric for each month during the last twelve (12) months (or rolling average when in the first twelve (12) months of the applicable Service term), and (b) the total dollar amount of all Service Level Credits earned by Client during the prior month and during the last twelve (12) months.

6. Establishing Critical Service Level Metrics and Minimum Service Levels

The Critical Service Level Metrics and the corresponding Minimum Service Levels are identified in Schedule 1.

7. Reclassification of Service Level and
   Modification of Allocation of Pool Percentages

Reclassification of Service Levels. Client may reclassify any Service Level (e.g., from KPI to Critical Service Level or from Critical Service Level to KPI) upon 30 days' notice and no more than twice a year and no sooner than six months after the Effective Date, and by sending written notice to Ensono.

Modifications of Allocation of Pool Percentages. When reclassifying a Critical Service Level, Client's notice shall include an appropriately modified Critical Service Level Credit Weighting Allocation for the affected Critical Service Level(s), provided, however, that the total Allocation of Pool Percentages shall not exceed the amount noted in the Service Level Credit Weighting Allocation definition in Section 2.

8.   Performance Exceptions

In no event will Ensono be responsible, or will Client be eligible to receive any Service Level Credits, to the extent Ensono's failure to achieve a Critical Service Level is due to an Excluded Event. Client will not be eligible to accrue any otherwise applicable Service Level Credits if Client is in material breach of the Agreement at the time the Service Level Failure occurred, nor will Client be entitled to receive any otherwise available Service Level Credits if Client is in material breach of the Agreement at the time the Service Level Credit is to be issued, provided that the Service Level Credit will be issued once such material breach has been cured, if such breach is cured prior to termination of the SOW.

This Service Level Agreement provides Client's sole and exclusive remedies for any failure to meet the Critical Service Levels. These remedies are as follows:

> (i) In the event of a Service Level Failure that does not constitute a Service Level Termination Event, as Client's sole and exclusive remedy for such Service Level Failure, Client shall be entitled to receive the applicable Service Level Credits, subject to the terms of this Exhibit; and

> (ii) In the event of a Service Level Termination Event, Client shall be entitled to pursue the remedies described in Section 10 (Service Level Termination Events) below.

To clarify, such sole and exclusive remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc.

9.   Service Level Termination Events

A **"Service Level Termination Event"** shall be deemed to have occurred if Ensono suffers four (4) Service Level Failures due to a failure to achieve the applicable Minimum Service Level for the same Critical Service Level in any rolling six (6) month period.

In the event of a Service Level Termination Event, Client may either (i) accept the applicable Service Level Credits, in which event such Service Level Credits shall represent Client's sole and exclusive remedy for the applicable Service Level Termination Event, or (ii) decline the applicable Service Level Credits by delivering Ensono written notice not later than thirty (30) days following Client's receipt of the invoice containing the Service Level Credits indicating that Client intends to decline the applicable Service Level Credits and terminate, in whole, this SOW. If Client declines the applicable Service Level Credits and elects to terminate this SOW, Ensono agrees to reimburse Client for its reasonable and documented out-of-pocket costs to transition the Services in-house or to another service provider not to exceed the initial installation costs for the terminated Services paid by Client to Ensono, subject to the terms of the Agreement.

10.   Improvement Plans for Critical Service Level

If Ensono fails to meet any Minimum Service Level(s), Ensono will promptly provide to Client a written plan, subject to Client review, for improving Ensono's performance to meet or exceed the applicable Minimum Service Level(s). Following the implementation of such plan, Ensono will provide to Client monthly status reports containing progress updates until such time as Ensono's performance is in compliance with the applicable Minimum Service Level.

11.   Commencement of Obligations

The obligations set forth herein shall commence upon the date one (1) month following the Go Live Date, unless otherwise specified in Schedule 1. The dates used in the column "Measure Begins" represent when Ensono will be responsible for Service Level Credits for any Service Level Failures, subject to the terms of this Exhibit.

12. Stabilization Periods.

During the term of the Services, Ensono or the Client may make changes to hardware or software that affect Ensono's ability to meet the Critical Service Levels. When such changes arise, a performance ramp period shall apply (each, a "Stabilization Period"). The Client shall work with Ensono reasonably and in good faith to agree upon:
- The length of the Stabilization Period and
- Any related changes to the previously established service level metrics.

By way of example but not limitation, the following changes may require a Stabilization Period:
- major release upgrades to the software in the applicable environment;
- the addition of Third Party Software to the applicable environment;
- the addition of additional modules to the applicable environment; or
- major functionality changes to the applicable environment.

For any change not listed above, the parties shall work in good faith to agree upon whether a Stabilization Period is required and as to the length of such period.

EXHIBIT D

SERVICE LEVEL AGREEMENT, SCHEDULE 1

Table 1

Table 2 – Critical SLA Metrics

Ref. No.	ITIL Service Area	Ensono Service(s)	Service Level Description	SLA Calculation	Service Level	Specific Exclusions	Reporting Interval	What Tool Is Used To Collect The Data
CSL 1.2	Solution Availability	Distributed Service Environment	"Service Environment" shall mean any collection or aggregation of two (2) or more Ensono products that are designed to perform in accordance with this Agreement. Service Environment may include but not limited to; the data center facilities, hardware and software used to provide Services.	Availability means the provision of the relevant Services in accordance with the requirements of the Agreement. The % availability calculation formula is as follows, measured over the Reporting Period, as follows (where "A" = Availability, "T" = Total Available Service Time (minutes), OEA = "Ensono Outages"): A = (T – OEA) x 100% / T	99.90%	In terms of measuring the relevant service metrics as part of any responsiveness/restore/availability based Critical Service Level Metrics, the 'clock' will be suspended whilst: a) waiting for the Client; or b) waiting for a Client subcontractor (e.g. an application developer) in respect of a particular activity that the Parties have agreed is the responsibility of the Client. Hardware and/or software that are end of service life per the original manufacturer	Monthly	Severity 1 Ticket(s) and RMF Type 70 CPU Interval records

CSL 1.6	P1 Incident Response	Incident Management	The amount of time from when an Incident ticket is opened until the ticket is assigned to an Ensono Resolver Team.	Total number of incidents responded within specified time / total number of incidents.	95% <=15 min	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve	Monthly	CASD / Service Now
CSL 1.7	P1 Incident Resolution	Incident Management	The amount of time from when an Incident ticket is opened until the ticket status is either downgraded or closed. Ticket wait time is excluded from overall resolution time.	Total number of incidents resolved within specified time / total number of incidents.	95% <=4 Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve Tickets for Hardware and/or software that are end of service life per the original manufacturer	Monthly	CASD / Service Now
CSL 1.8	P2 Incident Response	Incident Management	The amount of time from when an Incident ticket is opened until the ticket is assigned to an Ensono Resolver Team.	Total number of incidents responded within specified time / total number of incidents.	90% <= 60 Min	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve	Monthly	CASD/Service Now
CSL 1.9	P2 Incident Resolution	Incident Management	The amount of time from when an Incident ticket is opened until the ticket status is either downgraded or closed. Ticket wait time is excluded from overal resolution time.	Total number of incidents resolved within specified time / total number of incidents.	90% <= 8 Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve Tickets for Hardware and/or software that are end of service life per the original manufacturer	Monthly	CASD/Service Now

Table 3

Reference Number	ITIL Service Area	Classification	Service Level Description	SLA Calculation	Service Level Objective	Specific Exclusions	Reporting Interval	What Tool Is Used To Collect The Data
KPI 1.2	Incident Management	P3 Incident Response	The amount of time from when an Incident ticket is opened until the ticket is assigned to an Ensono Resolver Team.	Total number of incidents responded within specified time / total number of incidents.	90% <= 4 Business Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve	Monthly	CASD/Service Now
KPI 1.3	Incident Management	P3 Incident Resolution	The amount of time from when an Incident ticket is opened until the ticket status is either downgraded or closed. Ticket wait time is excluded from overall resolution time.	Total number of incidents resolved within specified time / total number of incidents.	90% <= 8 Business Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve Tickets for Hardware and/or software that are end of service life per the original manufacturer	Monthly	CASD/Service Now
KPI 1.4	Incident Management	P4 Incident Response	The amount of time from when an Incident ticket is opened until the ticket is assigned to an Ensono Resolver Team.	Total number of incidents responded within specified time / total number of incidents.	90% <=4 Business Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.) Tickets that are the Client issue to resolve	Monthly	CASD/Service Now
KPI 1.5	Incident Management	P4 Incident Resolution	The amount of time from when an Incident ticket is opened until the ticket status is either downgraded or closed. Ticket wait	Total number of incidents resolved within specified time / total number of incidents.	90% <=24 Business Hours	Tickets promoted from lower priority levels Duplicate tickets Tickets opened in error Test tickets Tickets that are informational only or internal to Ensono Insufficient or incorrect information provided (e.g. LPAR, user, team, etc.)	Monthly	CASD/Service Now

			time is excluded from overall resolution time.			Tickets that are the Client issue to resolve Tickets for Hardware and/or software that are end of service life per the original manufacturer			
KPI 1.6	Client Satisfaction	Client Satisfaction (CSAT)	The CSAT Score is an index ranging from 0 to 10 that measures the willingness of customers to recommend a company's products or services to others.	Based on CSAT scores provided by Client POC(s).	9	N/A		Bi-Annual	
KPI 1.7	Change Management	Change Management Success	Changes implemented by Ensono will be closed with a successful status. A successful change is defined as one that completes within the scheduled time frame, doesn't cause an incident and does not require a backout or partial backout.	Measurement for: Total changes closed with a successful code / total changes. Tool / Report for (a): CASD & MO/ On time Change Service Breaches and Change Management Implementation Report	90%	N/A		Monthly	CASD/Service Now
KPI 2.0	Cross Functional	Root Cause Analysis (RCA) Report	All Severity 1 Incidents, Ensono shall initiate the Problem Management process including the logging of a separate Problem ticket.	Measurement: Number of problem tickets logged / Number of Major Priority 1 incidents. Tool/Report: Manually by Delivery Manager	95.00%	N/A		Monthly	RCA Template

EXHIBIT 1-D

Statement of Work and Schedule of Compensation

IMBi SERVICES

Statement of Work – IBM i Services

1. Introduction and Project Overview

This Statement of Work ("SOW"), is entered into as of August 1, 2021 ("SOW Effective Date") and is by and between **Cook County** ("Client") or ("County") and **Ensono, LLC** ("Ensono") or ("Contractor"). This SOW sets forth the scope of work and terms and conditions applicable to the Services to be provided to Client by Ensono (for purposes of this SOW, the "Services"). This SOW is governed by that certain **Professional Services Agreement for Mainframe and Dedicated Hosting Services – Contract No. 2107-18733** having an Effective Date of August 1, 2021 by and between Client and Ensono (the "Agreement").

Overview: Ensono has been providing IBM i Series services to Client pursuant to the services as set forth in the Contract No. 11-88-061 (based on City Contract 22482) dated December 14, 2011 ("Initial IBM iSeries SOW"). Ensono shall continue providing the IBM i Series services as set forth in this SOW. As of the SOW Effective Date, this SOW deletes in its entirety and replaces the Initial IBM i Series SOW.

2. Scope of Work

Ensono will provide the Services as detailed in the Charges section and described in the applicable Service Descriptions. "**Service Descriptions**" refers to the product-specific technical descriptions of the Services, which are attached to this SOW and identified below. The Services include the use of the hardware and software referenced on the Hardware/Software Schedule attached to this SOW as Exhibit A (collectively, the "**Scope of Work**"):

Service Description Inventory

Service Description Title	Exhibit Number
Service Description - US-IBM I Managed Service	Exhibit B - 1
Service Description - US-Ensono Service Management	Exhibit B - 2

3. Acceptance

Client will be deemed to have accepted all Services (including any applicable billing milestones) and documents provided in connection with this SOW that materially conform to the specifications set forth herein, unless Client provides Ensono with written notice describing any failure to conform in reasonable detail promptly, but in any event not later than three (3) business days following Client's receipt thereof. In the event of any such failure to conform, Ensono shall have a reasonable period of time, based on the severity and complexity of the non-conformance, to deliver a conforming Service or document.

4. Term and Optional Extension Period

The Service term shall begin as of the SOW Effective Date and will continue for thirty-six (36) months ("Initial Term"). Upon mutual agreement, the parties may choose extend the Initial Term for up to one (1) twelve (12) month period ("Optional Extension Period") provided County provides to Ensono advance written notice of its intent to extend the Initial Term at least sixty (60) days prior to the expiration of the Initial Term.

5. Assumptions

The following assumptions apply to the Services throughout the Service Term. Any change in these assumptions may result in additional charges.

a. While performing the Services, if Ensono encounters: (i) any concealed or unknown condition, (ii) a Client responsibility contained in this SOW which has not been met, or (iii) a delay caused by Client, then the scope, schedule and/or fees for this SOW may be equitably adjusted as necessary via execution of a Change Order. If the parties cannot agree to the Change Order, Ensono shall not be obligated to deliver the affected Services.

b. The Services may be performed at a Client facility or remotely, at Ensono's sole discretion.

c. All project documentation, presentations and communication will be in the English language using standard Ensono templates and formats, which constitute Ensono proprietary and confidential information.

d. Ensono has the sole discretion to determine the staffing assignments for its Services using the Ensono U.S. only support model.

e. If, in connection with the provision of the Services, Ensono requires access to any Client facilities, systems or applications, for purposes of obtaining all applicable user IDs, badges or other forms of identification or authorization for all applicable Ensono associates, Ensono agrees to perform Ensono's standard background screens and compliance training (information relating to which is available upon request) and to provide the applicable associates' full legal names, work phone numbers and work e-mail addresses. If Client requires any additional information, training or screening, Client agrees to request such information prior to execution of this SOW and acknowledges that such additional information, training or screening may result in additional charges.

f. Anything not expressly specified in the Scope of Work in the SOW is out of scope.

g. Any request to modify the Scope of Work will be subject to a Change Order. If Ensono, in its discretion, agrees to perform any out of scope services upon Client's request without a Change Order, such services will be provided at Ensono's then-current list rates.

h. The following subcontractors are deemed approved by Client for purposes of this SOW: Data Point

6. Client Obligations

In supporting delivery of the Services, Client will perform the obligations described below. Any failure by the Client to timely perform the following obligations may result in additional charges.

a. Provide any notices and obtain any consent required for Ensono to perform Services.

b. Provide Ensono with access to any necessary Client environments (including third party products) to receive and support the Services.

c. Make available such subject matter experts as required by Ensono.

d. Ensure that any applicable third-party service providers attend any workshops as reasonably required by Ensono. Client will further ensure that any such third-party service providers have signed commercially reasonable non-disclosure agreements governing any information exchanged in connection with such workshops. Ensono will use commercially reasonable efforts to provide Client with not less than 5 days' prior notice before any workshop where third party service providers are required to attend.

e. Ensure that existing Client procedural and business process documentation is made available to Ensono in a timely manner prior to the start of the Services.

f. Notify Ensono promptly, but in no event later than 3 business days, following discovery of any inaccuracies or incomplete information in any project documents provided by or to Client.

g. Provide a single point of contact to be the primary interface to Ensono (the "Client Contact"). The Client Contact will be empowered to allocate resources and make decisions on behalf of Client in a timely fashion and responsible for:

    i. Specifically identifying and providing Ensono with access to all relevant Client-controlled information, resources and locations required in connection the Services.

    ii. Providing Ensono the contact information (including name and office and mobile phone numbers) for all Client team members with whom Ensono will interface.

    iii. Attending periodic status meetings to discuss progress and any other issues that arise during the Service Term.

h. Ensure Client team members fulfill their obligations and assigned tasks as defined in the SOW and as agreed between the parties.

i. Manage all necessary communications and change management activities within Client organization in connection with the Services, including but not limited to: Corporate communications, Business process changes, procedural or policy changes, and escalation management on behalf of Client.

j. Ensure that any third parties that may have or acquire an interest in Client's assets are informed and understand that all equipment, peripherals and other assets owned by Ensono that are used in providing the Services belong to Ensono and that Client does not own or have any interest therein, and Client shall cooperate with Ensono in providing any notices or making any filings with governmental entities or otherwise that Ensono deems necessary to clarify or denote its ownership of such assets.

7. Charges

Client shall pay to Ensono all Service Fees and Expenses as further specified in the **Exhibit C** (Charges) (collectively, the "Charges") in accordance with the invoice and payment schedule described in the Agreement.

8. Controls

a. **Status Reports**. Ensono and Client will each make reasonable efforts to meet or speak periodically to review the progress of this SOW and adherence to any applicable schedule. Prior to the performance of this SOW, each party will designate the appropriate personnel to take part in any such meetings.

b. **Change Control**. Client or Ensono may, at any time, request changes to this SOW by submitting a written change request which identifies in reasonable detail each of the following, collectively (each a, "**Change Request**"): summary of the requested change, why the change is needed and timing of when the change is needed.

Proposed changes to this SOW may impact the project schedule, price, or scope. Ensono and Client will evaluate each Change Request, considering the feasibility of the change and impact on other project components. Once a Change Request is accepted by the parties, Ensono will prepare a "**Change Order**" documenting the revisions to the SOW. Changes to the SOW become effective when the Change Order is executed by both Client and Ensono. In the event of any conflicts or inconsistency, the terms of an executed Change Order prevail over those of this SOW. Notwithstanding the foregoing, Client acknowledges and agrees that if a Change Request is raised by Ensono due to a change in assumption or dependency listed in Section 5 (Assumptions) or a failure of the Client to perform a Client Obligation listed in Section 6 (Client Obligations), such Change Request shall be deemed a mandatory change ("**Mandatory Change**"). If Client does not agree to a Mandatory Change, Ensono may terminate this SOW for cause and Client will be obligated to pay early termination charges as described in this SOW.

9. Service Level Agreement

The Service Level Agreement, which provides Client's sole and exclusive remedies for any Service quality or performance deficiency or failure of any kind applicable to the Services is set forth in **Exhibit D** to this SOW.

10. Miscellaneous

This SOW may be executed in one or more counterparts, which may include the use of electronic signature tools, all of which collectively comprises the final executed and binding SOW. Notwithstanding anything to the contrary in the Agreement, the Service Fees for this SOW are available until the date ~~thirty (30)~~ ninety (90) day following Client's receipt of this SOW (the "**Quote Expiration Date**"). In the event this SOW is not executed by the parties on or before the Quote Expiration Date the SOW shall be cancellable by Ensono in its discretion.

EXHIBIT A – HARDWARE/SOFTWARE SCHEDULE

Ensono will provide the Services for the following Supported Hardware and Supported Software, combined to comprise the "**Environment**". This Exhibit A is intended to clarify, among other things, which parts of the Environment are owned by and belong to each of Ensono and Client.

Definitions:

"Owner – Financial Responsibility" indicates the party responsible for the service charges, purchase price, lease payments or other acquisition costs.

"Maintenance Responsibility Financial" indicates the party responsible for the cost of maintenance and support.

"Maintenance Responsibility Operational" indicates the party responsible for performing or contracting for maintenance, separate from its cost.

1.   Supported Hardware (Equipment and Peripherals)

1.1   Ensono Provided Equipment and Peripherals

Ensono will use the following equipment and peripherals at the locations noted below in support of the Services, all of which belong solely to Ensono and shall remain Ensono's property at all times:

   a.   IBM i Hardware

EQUIPMENT MANUFACTURER	DESCRIPTION	MODEL NUMBER	QTY	LOCATION	TITLE OWNER	FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL
IBM	Power 6 Server	8204-E8A	1	Downers Grove, IL	Client*	Ensono*	Ensono	Ensono
IBM	TS3200 Tape Library	3573-L4U	1	Downers Grove, IL	Ensono		Ensono	Ensono
IBM	LTO6 Tape Drives	597	3	Downers Grove, IL	Ensono		Ensono	Ensono
*Note: Client is the holder of the title to the Power 6 Server since IBM requires this in order for the Client's IBM software entitlements to be transferred to the Power 6 Server which title has been effected through the title documentation provided by IBM.								

Ensono reserves the right to substitute functionally equivalent hardware products in place of those products shown above, provided that such substituted products do not materially and adversely affect the Services. In the event of any such change, Ensono may change the "Processing Rate" or the "number of CPU hours allowed" (whichever measurement is utilized in the Agreement) and Client will be charged in direct proportion to the change in the number of MIPS processed in a CPU hour on the slowest individual processor on which Client's processing is performed. Upon the completion of any processor change, Ensono will perform a standard set of benchmarks on the old and new systems. Ensono will provide Client not less than ten (10) days' prior notice of such benchmarking and Client, at its own cost and with reasonable prior notice to Ensono, shall have an opportunity to perform, at the same times, a standard set of benchmarks of its own to substantiate Ensono's benchmarking results. The composite of the Client and Ensono benchmarks will be used to adjust the rates. If Client benchmarks are not run at the same time as Ensono's benchmarks, Ensono' s benchmarks will be the sole source of the adjustments. In no event shall Client have any ownership interest in any of the equipment or peripherals listed above, all of which shall at all times remain Ensono's property, and Client shall ensure that no third party assets any claim against or interest in or to such assets.

2.   Supported Software

2.1   Ensono Licensed Software

Ensono will provide the following software licenses in support of the Services:

   a.   IBM i Software

SOFTWARE MANUFACTURER	PRODUCT NAME	QUANTITY	LOCATION	LICENSE OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL	OS
BMC	Truesight	3	Downers Grove, IL	Ensono	Ensono	Ensono	IBM i

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

2.2   Client Licensed Software/Systems

Client will provide the following software and systems in support of the Services. **Client is responsible for any third-party access fees associated with any Client license software and systems used in support of the Services**. Client retains legal and financial responsibility for the above software and, as such, it is not reflected in the Charges for the Services.

a. IBM i 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	Ensono	Ensono	IBM i
IBM	Application Program Driver for AS/400	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	AS/400 Business Graphics Utility	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	AS/400 Device Exerciser	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	Backup and Recovery Media Services	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	CICS for iSeries	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	Client Access Base Family	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	Client Access/400 for DOS	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	Client Access/400 for DOS with Ext Memory	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	Client Access/400 for OS/2	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	Client Access/400 for Windows 3.1	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	Client Access/400 Optimized for OS/2	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	Client Access/400 Optimized for Windows	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	Client Encryption 128 Bit	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	DB2 Query Mgr and SQL DevKit	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	DTM Engine	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	Evergreen/400 – The 5250 Mail Client	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	I5/OS v5.4.5	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	IBM Communications Utilities for i5/OS	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	IBM Content Manager for AS/400	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	IBM Developer Kit for Java	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	IBM eServer iSeries Access Family	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	IBM eServer iSeries Access for Web	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	IBM eServer iSeries Access for Windows	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	IBM Facsimile Support for OS/400	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	IBM HTTP Server for i5/OS	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	IBM Performance Tools for iSeries	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	IBM Query for iSeries	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	IBM TCP/IP Connectivity Utilities for i5/OS	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	IBM Toolbox for Java	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	IBM Websphere Application Server	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i

SOFTWARE MANUFACTURER	PRODUCT NAME	QUANTITY	LOCATION	LICENSE OWNER - FINANCIAL RESPONSIBILITY	MAINTENANCE RESPONSIBILITY - FINANCIAL	MAINTENANCE RESPONSIBILITY - OPERATIONAL	OS
IBM	Language Dictionaries for OS/400	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	Network Authentication Enablement	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	WDS for iSeries	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
IBM	Websphere Application Server – Express	1	Downers Grove, IL	Cook County	Ensono	Ensono	IBM i
ICS	Forms Plus	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
Help Systems	PowerTech Interact	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
BugBusters Software Engineering	RSF	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
JD Edwards	Accounts Payable	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
JD Edwards	Accounts Receivable	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
JD Edwards	General Ledger	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
JD Edwards	Grants	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
JD Edwards	Inventory	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
JD Edwards	One World Security	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
JD Edwards	Purchasing	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
JD Edwards	World Security	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
Lansa	Lansa	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
Optio Software	Optio	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
PKWare	PKZIP	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i
PowerTech Group	Powerlock	1	Downers Grove, IL	Cook County	Cook County	Cook County	IBM i

From time to time Client may request equipment, peripherals, and software products that are not listed in this **Exhibit A**. Any such changes will be as mutually agreed upon, subject to an amendment to the SOW.

EXHIBIT B – 1

Service Description - IBM i Managed Service

Ensono IBM i Managed Service (the "Service") consists of providing services to support the Client environment by providing the centralized computing services.

Service Tasks Roles and Responsibilities

The following tables list the tasks and responsibilities for the available Service components, which components, if purchased, will be expressly referenced in Client's applicable Service Order or Statement of Work. These tasks may require design work approved by the Client ahead of time, and validation and approval by Client after implementation.

System Engineering

Configuration Management

Tasks	Ensono	Client
System Engineering - Configuration Management for Hosted or RIM		
Manage: ▪ The configuration of IBM i equipment ▪ The storage configuration (auxiliary storage pools, physical tape, and virtual tape) ▪ The operating system configuration and components	X	
Provide documentation of system requirements to facilitate system build.		X
If system requirement documentation is not available to facilitate the original system build, create documentation of system requirements.	X	
Solutions requiring Disaster Recovery - see the IBM i DR Service Description.	X	

Tasks	Premium	Client
System Engineering - Hardware Management		
IBM i Cloud Pricing: ▪ IBM i Cloud pricing is based on the serial number of the IBM Equipment the Client is placed on. ▪ Any changes in IBM Equipment may result in pricing changes for Client in the Ensono IBM i Cloud environment. ▪ Ensono will provide Client with ninety (90) days' notice prior to a change in price.	X	
Maintain: ▪ Logical hardware configuration documentation. ▪ Physical hardware configuration documentation.	X	
Maintain centralized hardware database for Ensono's internal use.	X	
Perform inventory tagging.	X	
Manage preventive maintenance and patching for firmware. ▪ 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 firmware at vendor supported levels. ▪ Schedule hardware maintenance with Client following standard change control procedures. See IBM i Cloud section for Cloud maintenance schedule. • For Essentials LPARS, Ensono will not maintain Client dedicated hardware.	X	

	Premium	Client
Manage preventive maintenance and PTF's for operating system. ▪ Maintain operating system at vendor supported levels. ▪ Schedule OS maintenance with Client following standard change control procedures.	X	
Plan and implement changes. ▪ Implement and configure hardware to support Client requirements. ▪ Schedule hardware implementations with Client following standard change control procedures. ▪ Plan hardware implementations so changes may be backed out if necessary.	X	
Provide required updates to hardware environment to Ensono.		X

Hardware Management

IBM i Network Administration

Tasks	Premium	Client
System Engineering - IBM i Network Administration		
Configure IBM i network connectivity within operating system.	X	
Respond to system alerts and critical errors using Ensono standard automation, monitoring and incident management tools.	X	
Provide support for problem determination and resolution for IBM i network components identified as Ensono having "Maintenance Responsibility - Operational" in Client's Hardware/Software Schedule.	X	
Provide: ▪ Advance notification of required updates to Client in accordance with agreed upon change management policies and procedures. ▪ Support for file transfer software installation, software maintenance and system configuration.	X	
Implement and manage file transfer process and script setup, configuration, testing and implementation with Client third party trading partners.		X
Provide: ▪ Support for problem determination and resolution for IBM i network components identified as Client having "Maintenance Responsibility - Operational" in Client's Hardware/Software Schedule. ▪ Complete, current and accurate documentation for network components during migration and throughout the Term as components change.		X
Provide: ▪ Documentation for Client-provisioned and supported network components. ▪ VPN software, network access and security for Ensono staff to log on to and provide the Services for Client's IBM i environment.		X

Performance Management

Tasks	Premium	Client
Performance Management Tools and Management		
Define performance metrics and performance metric threshold values.	X	
Set alert thresholds based on the performance metrics and performance metric threshold values.	X	
Provide automated monitoring of system level performance, based on automated alerts and threshold triggers.	X	
Identify, analyze and resolve issues related to degradation of service levels.	X	
Reasonably assist Client application development team in identifying whether application or system problems are contributing to performance problems.	X	

Tasks	Premium	Client
Diagnose and resolve application issues that are causing performance problems.		X

Software Management

Tasks	Premium	Client
System Engineering - Software Management		
Monitor software usage to identify obsolete IBM licensed operating system and LPP software.	X	
Remove obsolete and unauthorized IBM licensed operating system and LPP software from the system utilizing standard change control procedures.	X	
Provide software authorization codes for software Ensono is providing as listed in Client's Hardware/Software Schedule.	X	
Provide authorization and entitlement for Ensono to obtain software authorization codes for software the Client is providing in the Client's Hardware/Software Schedule.		X
Third party software costs: ▪ Client is responsible for all third-party software costs for current installation and future transfers and upgrades including charges from ISV due to hardware changes. ▪ Ensono will work with the Client and their ISV on the ISVs software licensing requirements.		X
Install, support and maintain the operating system software at vendor-supported levels. ▪ Schedule software upgrades to currently supported release levels. ▪ Schedule software upgrades following standard change control procedures. ▪ See IBM i Cloud section for Cloud maintenance schedule. ▪ For Essentials on IBM i Cloud, future OS upgrades or re-installation requires a separate Service Order or SOW and may be subject to additional charges.	X	
Install, support and maintain Ensono management tools and software at vendor-supported levels.	X	
Provide support for the initial product installation (only) for third party system software products.	X	
Support for product installation, customization and maintenance for third party application software products. These products are listed in Client's Hardware/Software Schedule.		X
Apply HIPER fixes as required. ▪ 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. ▪ See IBM i Cloud section for Cloud maintenance schedule.	X	
Plan, coordinate with Client and implement software changes: ▪ Upgrade IBM operating system and LPP software on test systems (when available) and perform initial verification. ▪ Configure IBM operating system and LPP software to meet Client requirements. ▪ Implement IBM operating system and LPP software changes in production environments. ▪ Schedule IBM operating system and LPP software changes following standard change control procedures. ▪ Plan IBM operating system and LPP software implementations so changes may be backed out if necessary. ▪ See IBM i Cloud section for Cloud maintenance schedule.	X	

Tasks	Premium	Client
Troubleshoot and resolve operating system software issues. ■ Provide problem resolution. ■ Operating system. ■ Work directly with IBM when necessary to resolve software failures. ■ Third party software-service engagement.	X	
Provide advance notification of required updates to Client in accordance with agreed upon change management policies and procedures.	X	
Provide development, support and debugging for Client-written and -purchased applications.		X
Validate with Ensono the compatibility of Client-installed software.		X
Acknowledge Ensono maintenance schedule.		X

IBM i Storage Management

Tasks	Premium	Client
System Engineering – Storage Management		
Install and implement a Backup tape management system if one is not installed on Client's system.	X	
For IBM i Cloud backups - provide 30 days of onsite virtual disk data protection for LPARs mutually agreed upon in Schedule 5 Hardware and Software	X	
Automate tape retention and offsite rotation as defined by Client for Client data backups through tape management definitions and parameters.	X	
Ensure that Client's system has access to their data.	X	
Backup all operating system and third party system software libraries.	X	
Support: ■ Internal storage resources using Ensono standard tools. ■ Logical and physical configuration of external (SAN) storage resources used by IBM i-age of DASD effects tier.	X	
Implement Client-requested revised storage management strategies- Service engagement.	X	
Administer tape management, and automated tape library technology hardware and software.	X	
Perform Client application backup and recovery processes as needed or reasonably requested.	X	
Provide application tape retention and offsite rotation as directed by Client. ■ Code tape management definitions per Client's requirements ■ Make changes to the tape management definitions as required for tape retention and off-site vaulting rules.	X	
Assist in providing Storage Pool projections based upon Client business projections.	X	
Design, build and create Client application backups.		X

Tasks	Premium	Client
Provide schedule for complete backups required by Client application programmers that will allow for restoration of an application back to a single point of time as required by Client applications.		X
Manage Client application backup recovery and processes.		X
Approve and support the implementation of Ensono storage practices.		X
Provide: ▪ Interface with Client application development teams or providers for storage support. ▪ Business projections that will affect storage resources. ▪ Storage requirements, including special hardware and/or software requirements. ▪ Storage pool data management criteria, such as migration and retention. ▪ Thirty (30) day advance notice of temporary or cyclical high usage requirements as they occur from time to time. ▪ Retention and offsite tape rotation requirements in writing.		X

System Monitoring

System Automation

Tasks	Premium	Client
System Monitoring – System Automation		
Implement Ensono's standard system automation implemented on Client server.	X	
Evaluate Client's current automation product to determine if the product should be maintained, converted to Ensono's standard product or enhanced by adding the Ensono standard product to the environment where Client is using an automation product other than Ensono's standard system automation product in its current environment.		X
Implement standard automation rules where Client is using Ensono's standard system automation product in its current environment.	X	
Install, configure, implement and maintain the Ensono IBM i system event monitoring solution.	X	
Identify: ▪ Threshold violation events (memory, virtual storage, paging, system dumps). ▪ Critical system events (hardware and software error and action messages).	X	
Provide automated message response to common messages that require response.	X	
Open incident tickets in the Service Desk tool when critical events are identified.	X	
Implement: ▪ Standard system startup programs for IPL. ▪ Automated system task management (start-up, shutdown, and monitoring). ▪ Additional automation opportunities as identified.	X	
Provide the required information to build the standard operating procedures if such procedures are not available.		X
Acceptance of the Ensono IBM i system event monitoring solution automation standard.		X
Any custom automation request requires a separate Service Order or SOW and may be subject to additional charges).		X

Console Monitoring

Tasks	Premium	Client
System Monitoring – Console Monitoring		
Confirm System Automation is running.	X	
Perform automated and limited manual monitoring of system resources and tasks.	X	

Tasks	Premium	Client
Monitor backup submission and startup.	X	
Confirm backups have completed successfully.	X	
Respond to system error and exception messages other than the operating system responded to by automation.	X	
Identify system tasks and/or messages that are candidates for automation.	X	
Provide first-level support and analysis for system error and exception messages as detected by automation.	X	
Escalate and follow-up on: ▪ System error and exception messages as detected by automation following Ensono incident management processes. ▪ Hardware error alerts following Ensono incident management processes.	X	
Provide first-level resolution and/or escalate incident and request tickets generated by automation.	X	
Perform system recycles (shutdown / IPL procedures).	X	
Maintain standard operating procedures (SOP) for Ensono's internal use to include: ▪ System maintenance (shutdown / IPL initial program load procedures) ▪ Problem management and escalation procedures ▪ Client specific procedures as provided by Client	X	
Provide the required information to build the standard operating procedures if such procedures are not available.		X
Performance of manual processes or processes which require Client institutional knowledge and cannot be automated.		X

Tape Operations

Tape Library Management

Tasks	Premium	Client
Tape Operations – Tape Library Management		
Where possible operating system, store and mount tapes using automated tape technologies.	X	
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.	X	
Mount scratch and input tapes on tape drives.	X	
Pull /pre-stage scratches from all volume/serial (VOLSER) ranges.	X	
File used tapes (floor mounts, automated tape library ejects, and vault returns).	X	
Load scratch tapes in an automated tape library device.	X	
Remove input tapes from an automated tape library for vault shipment or to file in the tape library.	X	
Provide new tape media and/or disk appliance per Ensono specifications ▪		X
Contract with offsite media solution vendor.	X	

EXHIBIT B-2

Service Description - Ensono Service Management Service

Ensono Service Management Service (the "Service") is based on an ITIL framework designed to manage activities and interactions between Ensono and Client to ensure Ensono services are delivered, aligned, and sustained to manage Client's business requirements. The Service is divided into the following Service Categories.

Service Categories

The Service consists of the following service categories:

1. Service Management Resource Support
2. Monitoring and Management Center ("MMC") Services - Ensono Service Desk
3. Incident Management
4. Service Request and Change Request Management
5. ITIL Process Management
6. Ensono Standard Reports

Tasks and Role and Responsibilities

Each Service Category details the Tasks and Roles and Responsibilities to be performed by Ensono and/or Client.

1. Service Management Roles

The Service is delivered and supported by a designated Client Success Manager and /or a Technical Delivery Manager. This is based on Client requirements and/or complexity of the solution; the resources will be provisioned to align specifically to Clients support requirements

Client Success Manager ("CSM")

The CSM will be the primary business contact for support of Ensono's services. The CSM will be responsible for business coordination including management of service levels, lifecycle process, and service changes. The CSM will provide regular touch-base meetings to discuss service reviews, development planning, and monthly scorecards as outlined in the Governance Overview which is available upon request.

Tasks	Ensono	Client
Service Level Management – management of Ensono services and the Service Level Agreement ("SLA"); conduct monthly service review meetings, provide executive summary on performance, availability, recoverability, insights. Serve as the point of escalation for operational issues.	X	
Demand Management – highlight potential service issues, understand Client requirements, and manage business moves, adds and changes.	X	X
Lifecycle Management – hardware/software maintenance, subscription renewals, communication, and management of end of life products and services.	X	X
Risk Management – documentation and communication of operational risks, co-ordination of disaster recovery activities, and management of security services.	X	X
Continual Service Improvement – proactive service improvement, development of formal Service improvement plans, follow up on feedback, complaints, and Client satisfaction surveys.	X	

Technical Delivery Manager ("TDM")

The TDM will act as an advocate for the Client and work with Ensono Support Teams, providing oversight and guidance in support of the Client's environment and operational requirements.

Core Responsibilities
▪ Coordinate all technical resources in support of the delivery of Ensono Services, in the Client's steady state environment. ▪ Identify and communicate opportunities for operational process improvements. ▪ Oversee updates and integrity of operational documentation. ▪ Advocate on behalf of the Client to provide ITSM governance (incident, request, change and problem management), per Ensono Standards.

2. Monitoring and Management Center ("MMC") Services - Ensono Service Desk

The Client is responsible for first level service desk operation related to Client Service Requests and Incidents for the Client environment ("**Client Service Desk**") including the initial triage of calls or electronic requests from Client end users until it is determined that an Incident or Service Request is related to an Ensono Service. Upon determination Client will open a ticket with the Ensono MMC using either the Ensono Envision Portal and/or via the Clients Service Management Platform, integrated with Ensono via the Envision Connect Service*

Ensono will perform second level service desk functions. Ensono MMC will review the ticket and will route it to the applicable Ensono resolution team. *Note: The Client is required to open a Severity 1 Incident ticket by calling the Ensono MMC at 1-833-MMC-SERV (Local / Regional Numbers will be provided per Client's business requirements.)*

Ensono MMC manages Client transferred tickets in the following two categories during Ensono's Primary Hours of Operation:

- ▪ **Incident** is defined as: (ITIL Service Operation) An unplanned interruption to an Ensono service or reduction in the quality of an Ensono service. Failure of a configuration item that has not yet affected an Ensono service is also an Incident (e.g., failure of one disk from a mirror set).
- ▪ **Service Request and Change Request** is defined as: (ITIL Service Operation) A formal request from a user for something to be provided or modified (e.g., a request for information or advice, a password reset, or a modification to the Ensono provided service).

Envision Connect Service is an API supported integration platform that requires Client to configure connectivity of the Client's existing Service Management Platform to Ensono's Service Now Platform. The Envision Connect Service is a separate service offering and is further described in the Service Description – Envision Connect Service.

Primary Hours of Operations for Incidents, Service Requests and Change Requests are outlined in the table below.

Table # 2

Incident Requests – Ensono Primary Hours of Operation	
Incident Severity Level	**Availability of Ensono Resolver Teams**
1	24X7X365
2	24X7X365
3	7am - 6pm (Monday to Friday) Ensono Regional Business Hours
4	7am - 6pm (Monday to Friday) Ensono Regional Business Hours
	The Ensono Business Hours Excludes Regional National / Bank Holiday's
Service Requests and Change Requests – Primary Hours of Operation	
Service Requests	24X7X365
Change Requests	7am - 6pm (Monday to Friday) Ensono Regional Business Hours
	The Ensono Business Hours Excludes Regional National / Bank Holiday's

3. Incident Management

Incident Management Process
The Ensono MMC will perform the following tasks during the Primary Hours of Operation set forth in Table #2 upon receipt of a Client transferred Incident:

- Acknowledge the receipt of the Incident.
- Assign the Incident to an analyst on the appropriate Ensono resolver team.
- Commence efforts to address the Incident.
- Ensono will work on an open Incident until one of the following occurs:
  - The underlying problem has been resolved.
  - Both the Client and Ensono agree to close it.
  - The Incident is determined by Ensono to be outside the scope of the services and transferred back to the Client Service Desk.

Incident Severity Level Assignments
The Client Service Desk will assign a Severity Level to each Incident opened with the Ensono MMC. Severity Level assignments must align to the Incident Severity Level Definition set forth in in Table #3. In the event a Severity Level is not assigned by the Client Service Desk, the Ensono MMC will assign the Severity Level based upon the information provided by the Client in accordance with the definitions set forth in Table #3. One ticket is opened per Incident.

Incident Severity Level Definitions
Incident Severity Level definitions set forth in the table below and will be used for assigning a Severity Level to an Incident as the basis for measuring SLA metrics.

Table #3

Incident Severity Level Definition	Severity Level
Critical Business Impact • The Incident causes complete loss of application(s) supported in the production service environment. • The business operation is mission critical to Client's business. • Work cannot reasonably continue. • The situation is an emergency.	**Level 1**
Significant Business Impact • Incidents that result in a severe loss of application(s) supported by the production and non-production services environment. • No acceptable workaround is available, however, business operations in the services environment can continue to be conducted in a restricted fashion.	**Level 2**
Some Business Impact • The problem causes minor loss of the application(s) supported by the production and non-production services environment. • The impact is an inconvenience, which may require a workaround to restore functionality.	**Level 3**
Minimal Business Impact • The problem causes no loss of use of the applications supported by the production and non-production services environment. • The result is a minor error, incorrect behavior, or a documentation error that does not impede the operation of the system within the applications environment.	**Level 4**

Incident Severity Level Adjustments
Client may, during the Incident process, downgrade or upgrade an Incident Severity Level in accordance with the Incident Severity Level Definitions as follows:

- Downgrades of Severity Levels: The Incident no longer warrants the Severity Level currently assigned based on its current impact on the Client's environment, the Severity Level will be downgraded to the Severity Level that most appropriately reflects its current impact.
- Upgrade of Severity Levels: The Incident warrants the assignment of a higher Severity Level than that currently assigned based on the current impact on the Client environment, the Severity Level will be upgraded to the Severity Level that most appropriately reflects its current impact.

4. Service Request and Change Request Management

The Ensono MMC will perform the tasks during the Primary Hours of Operation set forth in Table #2 upon receipt of a Client transferred Service Request or Change Request and will categorize the request into one the following three categories.

Service Request and Change Request Categories
Table #4

Request Type	Examples

1. Service Request
Execution of pre-defined and qualified work activities that do not require a Change Request.
	▪ User Admin Request
	   − User account administration to Domain, Linux, Mainframe
	   − Password Reset
	   − Client Contact Administration
	▪ Backup or Restore Request
	▪ Request for information or comments
	   − Database queries (select query only not include alter/update/delete
	   − Request for technical information such as audit requests, log files, configuration data, reporting or monitoring data
	▪ Request for technical consultation
	   − Scheduled technical bridge call with Client and an Ensono workgroup

2. Change Request – Standard Execution of preapproved changes approved by the Ensono CAB, in partnership with Clients, to complete changes which are routine and have a repeatable method-of-procedure defined. A standard change is typically classified as having low impact risk.	▪ Stop or start services process ▪ Take servers in/out of load balancer ▪ Additional monitoring/reporting configured ▪ Assignment of additional IP addresses. ▪ Configuration of SSL certificates, DNS records, and simple firewall rules ▪ Remote hands work
3. Change Request - Complex Execution of changes requiring planning, research, analysis, and/or testing. Complex Changes may require multiple workgroups to be involved and/or require a customized method-of-procedure to be documented for Client Change Approval Board ("CAB") review and approval.	▪ Newly defined ACL and NAT Firewall changes ▪ Network routing changes ▪ Database changes ▪ DR Failover and testing ▪ Re-IP of environment

Service Request and Change Request Urgency Levels

Ensono will also assign one of the following Urgency Levels to the Service Request or Change Request based upon initial triage communication with the Client Service Desk and/or designated Client personnel:

Table #5

Urgency Level	Definition and Examples
Normal	Ensono preferred and standard default urgency level to ensure quality lead time preparation and resource availability planning. ▪ Client application testing or turn-up requiring changes to Ensono managed infrastructure. ▪ Planned monthly patching
Expedited	*Client must contact the Ensono MMC by phone at 1-833-MMC-SERV to initiate Expedited Requests and Changes.* Expedited Requests or Changes have high urgency and must be completed as soon as possible to avoid potential business impact or to resolve a high-risk situation. ▪ Client contact termination and immediate action required to remove access ▪ Urgent FW change required to avoid market impact of new application functionality
Emergency	Ensono will process Emergency Changes as required using the Incident Management process.

Service Request and Change Request Methods

Ensono will execute a Service Request or Change Request in one of the following methods.

Table #6

Execution Method	Definition
First-in-First Out	Ensono preferred method of execution when appropriate where the Service Request is picked-up from a queue, marked with Normal Urgency, and executed at any time. Expedited Service Request and Change Request will "queue jump" to be handled as soon as possible.
Scheduled	Ensono will work with the Client to schedule the execution of the Change Request at a specific date and time with the appropriate workgroup(s). This work is often complex or has a high-risk level where execution is best suited in a Client provided window. The changes often require the Client or multiple workgroups to be involved. All Complex changes must be scheduled.

Service Request and Change Request Fulfilment

The following table provides Ensono's general fulfilment objectives for Service Request or Change Request based on the Request Category, Execution Method and Urgency Level.

Table #7

Service Request Fulfilment
First in First Out
Normal ▪ Normal Service Requests are executed by appropriate workgroup queue by First in First Out methodology with-in **5 business days Completion Target.** **Expedited / Emergency** ▪ Expedited Requests are governed by Severity Levels and aligned to Ensono Standard SLA's. An Expedited Ticket will be reviewed and mapped to the appropriate severity level and executed accordingly.
Change Request – Standard Fulfilment
Scheduled
Normal ▪ Normal Scheduled Standard Changes are required to be executed in a mutually agreed forward scheduled appointment **3 Business Days Advanced Notice** **Expedited / Emergency** ▪ Expedited Change Requests are Governed and executed by Severity Level – Guided by Client Business Impact. A mutually agreed upon change window will be coordinated and scheduled to **meet client's business requirements.**

Change Request – Complex Fulfilment		
Scheduled		

Normal
- Normal Scheduled Complex Changes are required to be executed in a mutually agreed forward **scheduled appointment with 10 business days advanced notice**.

Expedited / Emergency
- Expedited Complex Change Requests are Governed and executed by Severity Level – Guided by Client Business Impact. A mutually agreed upon change window will be coordinated and scheduled to **meet client's business requirements.**

5. ITIL Process Management

Event Monitoring Management

Ensono identifies multi-platform health issues across the data center to provide event and alert analysis to ensure continuity of Client business service performance which includes the following tasks.

Table #10

Task	Ensono	Client
Monitoring scope – Ensono managed platforms, configuration items, environmental conditions, software, security and activities (utilization/performance).	X	
Provide standard service specific reports via the Ensono Envision Portal.	X	
Event monitoring management exceptions will be governed and supported by the Ensono Incident and problem management process.	X	

Service Level Management

The following service level objectives will be coordinated during the on-boarding process and maintained and refreshed as part of the Ensono services lifecycle.

Table #11

Task	Ensono	Client
Review SLAs, standard monitoring, and reporting.	X	
Establish, support and improve communication between Ensono and Client.	X	X
Perform SLA reviews quarterly with Client and explore opportunities for service improvement.	X	

Performance Reporting

Ensono reviews and monitors performance and advises Client on existing performance and demand which includes the following tasks.

Table #12

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all performance managed systems.	X	
Generate the data needed for the Client-specific performance reports only for pre-defined systems based on agreed upon scope.	X	
Provide performance management reports to Client via self-service on the Ensono Envision Portal.	X	X
Provide high level quarterly overview of Client's performance.	X	X
Maintain and understand performance and utilization of each IT component under Ensono management.	X	
Utilize reactive performance management whenever necessary for successful performance.	X	

Change Management

Change Management services consist of the planning, implementation, and record keeping of all changes for a Configuration Item ("CI").

Table #13

Task	Ensono	Client
Responsible for managing the Ensono CAB.	X	
Collect information to integrate Client into Ensono's technical change management process.	X	
Validate that the Client can accommodate e-mail notification.	X	
Ensono defined policies and procedures are documented and adhered to for all change requests.	X	
Provide schedule of predefined system downtimes for routine maintenance and other work.	X	

Task	Ensono	Client
Provide change management reports to Client via self-service on the Ensono Envision Portal	X	
Perform change management within the Ensono service management platform.	X	
Schedule and execute changes in accordance with the Ensono change windows.	X	
Present changes for final scheduling during the Ensono internal CAB.	X	
Execute changes for Client (limited to 100 per month).	X	
Escalates emergency changes.	X	
Upon change completion, Ensono will perform and execute a standard post implementation review.	X	
Identify Client associates authorized to request and view changes.		X
Identify list of Client associates to be trained in the use of Ensono's change management process and ticketing system.		X
Provide monthly standard KPI reporting via the Ensono Envision Portal.	X	
Provide continual review and process improvement recommendations on Ensono internal policy.	X	

Configuration Management

Configuration Management services consist of the management of CIs within the Configuration Management Database ("CMDB").

Table #14

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all CIs.	X	
Create initial CI records.	X	
Maintain accuracy of data for all Ensono managed CI records.	X	
Document and maintain all Ensono managed CIs in the CMDB.	X	
Standard CI attributes will be maintained by the CI contact group based on Ensono attribute definitions.	X	
Maintain standard CI relationship for Ensono managed CIs.	X	
Maintain colocation CIs within the CMDB.	X	
Provide standard CI reporting to Client via self-service on the Ensono Envision Portal.	X	
Audit CIs per internal audit schedule and procedure.	X	
Perform configuration management within Ensono's service management platform.	X	

Asset Management

Asset Management Services provide for the inventory and management of all equipment set forth in the Hardware/Software Schedule. The asset information management system will serve as a record of the asset list.

Table #15

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all assets.	X	
Creates initial asset record.	X	
Maintain accuracy of the asset data for all Ensono managed assets.	X	
Collect and store Ensono owned assets for redeployment.	X	
Dispose of Ensono owned assets.	X	
Dispose of Client owned assets.		X
Provide standard asset reporting to Client via self-service on the Ensono Envision Portal.	X	
Audit assets residing in an Ensono data center per Ensono audit schedule and procedure.	X	
Document and maintain Ensono owned asset maintenance contracts.	X	

Problem Management

Problem Management services includes the activities required to diagnose the root cause of Incidents and determine actions for resolution.

Table # 16

Task	Ensono	Client
Ensono defined policies and procedures are documented and adhered to for all problems.	X	
Oversee the Problem Management process.	X	
Perform a root cause analysis on all valid Severity 1 Incidents and upon mutual agreement for all other Incidents.	X	
Deliver documented RCA summaries (problem reviews) to Client for review.	X	

Task	Ensono	Client
Provide standard KPI reporting to Client via self-service on the Ensono Envision Portal.	X	
Perform problem management within the Ensono service management platform.	X	
Maintain work arounds and known errors in a known error database.	X	
Deliver documented RCA summaries (problem reviews) to Client for review.	X	

6. Ensono Standard Reports

Ensono will provide the reports for a Client Managed Service Area at the Frequency set forth in the Reporting section. Ensono will provide Client access and training to obtain reports via the self-service Envision Portal.

The Ensono Reporting Exhibit is provided specific to the Ensono Managed Services Provided to Client.

Table #17

Service Area	Report	Is Sample Report Available?	Frequency	Where is the Report Stored?
Mainframe	Performance Metrics	Yes	Monthly	Envision Portal
	DASD Utilization	Yes	Monthly	Envision Portal/ File Library
	Self Service - Ticketing Data Supports reporting for: Console Monitoring/Job Schedule Monitoring/Application Change Control & Schedule Configuration	Yes	Monthly Reports Updated to Portal by CSX Team – To File Library	Envision Portal
Server	CPU Usage (%) Metrics	Yes	Weekly/Monthly	Envision Portal
	Physical Memory Usage % Metrics	Yes	Weekly/Monthly	Envision Portal
	Disk Usage % Metrics	Yes	Weekly/Monthly	Envision Portal
	Data Protection Metrics	Yes	Daily/Weekly/Monthly	Envision Portal
Security	CA-ACF2	No	Daily	Mainframe
	CA-TSS	No	Daily	Mainframe
	IBM RACF	No	Daily	Mainframe
ITIL Governance	ITSM Reporting (Change / Incident / Requests)	Yes	Daily /Monthly	Envision Portal
	Asset Management	Yes	Daily	Envision Portal
	Weekly Operations Report	Yes	Weekly	Envision Portal
	DR Test Execution Report	Yes	By Request	By Request
	Daily Service Review	Yes	Daily	By Request
	Voice of the Client	Yes	Bi Annual	By Request
	Monthly Operations Review	Yes	Monthly/ Agreed Upon Schedule	Envision Portal
	Service Level Reporting	Yes	Monthly (Service Dependent Agreement)	Envision Portal
	Annual Service Review	Yes	Annual	By Request
	Project Status	Yes	By Request	By Request

Exhibit C – Charges

Client shall pay to Ensono all Service Fees and Expenses as further specified in this Exhibit C (Charges) (collectively, the "Charges") in accordance with the invoice and payment schedule described herein and in the Agreement.

A. **Service Fees**.

(i) Client shall pay Ensono the following service fees for all work performed under this SOW ("Service Fees").

Table A-1:

Services	Monthly Recurring Charge ("MRC") Aug 1, 2021 to July 30, 2024	Non-Recurring Charge ("NRC")	Total Charge Aug 1, 2021 to July 30, 2024*
I Series Service	$ 28,192	$ 0.00	$ 1,014,912
Total Charge	**$ 28,192**	**$0.00**	**$ 1,014,912**
* Note: The Service Initial Term may be extended by County as per SOW, Section 4 (Service Term and Optional Extension Period). The Extended Term Service charge shall be equal to the 2024 MRC plus an indexing factor as defined in this Exhibit C Section F (Indexing).			

(ii) The below-listed estimated charges are estimates only to be used for County's budget purposes only for the additional services as generally described in the attached Exhibit C-1 ("Optional Services – Contract Authority") which may be purchased by County in accordance with a separately established fully signed Change Order which shall include the service term, scope, tasks and service charge.

Table A-2: Optional Services - Contract Authority Items

Optional Service Description	Estimated Monthly Recurring Charge ("Estimated MRC")	Estimated Non-Recurring Charge ("Estimated NRC")
iSeries Assessment Service		$ 16, 320
Total Estimated MRC:		**$ 16,320**

B. **Monthly Minimum Fees.** In no event will the Monthly Recurring Charges (MRCs) billed for such Services be less than 100% of the then applicable Monthly Recurring Charge.

C. **Termination Fees.** In the event Client terminates this SOW prior to the conclusion of the Service Term, provided the Client provides Ensono with no less than ninety (90) days advance written notice of the termination effective date, Client will pay the termination fee Client will pay all accrued but unpaid amounts due under the Agreement and an early termination charge equal to (i) 50% of the then-current MRCs for the affected Services multiplied by the number of months remaining in the Service Term plus (ii) all Out-of-Pocket Costs in connection with such terminated Service. The parties agree that any ETCs in the Agreement constitute liquidated damages and are not intended as a penalty. If a particular Service is terminated upon which another Service is dependent, all such dependent Services will be deemed terminated.

D. **Ensono Flex.** In the event Ensono offers Client another Service, either currently offered by Ensono or developed in the future, which Client would prefer to utilize in place of the Service(s) currently provided under an SOW or Service Order, then in such event, Ensono shall, at Client's request, allow Client to migrate to the new Service(s) provided that (a) the pricing, Service Term and terms and conditions for such replacement Service(s) (including applicable migration) shall be as mutually agreed to by the parties as set forth in a new SOW or Service Order, (b) the new Service shall be provided at a comparable Ensono management tier, and (c) Client will be responsible for Ensono's reasonable and documented out-of-pocket costs but will not be responsible for any otherwise-applicable early termination charges relating to the terminated Service(s).

E.   Expenses. Notwithstanding anything to the contrary in the Agreement, in addition to the above-described Service Fees, Client shall reimburse Ensono for all reasonable and documented expenses incurred by Ensono in the performance of the Services (collectively, "Expenses"). All travel and related costs and expenses shall be subject to Ensono's current expense guidelines. Ensono will invoice Client for Expenses incurred on a regular basis and Client shall pay Ensono invoices in full in accordance with the payment terms specified in the Agreement.

F.   Charges Change and Indexing.   Notwithstanding any other provision to the contrary after the Initial Term the parties hereby agree to renegotiate the Service Charges and the Rate Card rates and shall document the changes in a Change Order signed by both parties.   The Service Charges and Rate Card rate changes may include a the Ensono indexing factor based on the Consumer Price Index, specifically, the U.S. Department of Labor, Bureau of Labor Statistics "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average". Such increase shall be effective upon the date set forth in Ensono's written notice thereof to Client.

G.   Pass Through Charges.   Ensono shall pay Cook County certain invoices directly to the Cook County invoicer, and Client shall be charged for this service at the amount of the third party invoice plus the Ensono administrative fee of ten percent (10%) ("Pass Through Charge").

H.   Transition Assistance/Exit Assistance.   The Service charges do not include the charges for transfer assistance services. Contractor shall provide transfer assistance services as agreed to by the parties in writing in accordance with a separately established Change Order which shall include the service scope, tasks and charges which shall be based on Contractor's then current standard hourly rates. Any associated travel, expenses, installation, de- installation, or other charges incurred by Contractor as a result of such transition of Services, will be reimbursed at Ensono's cost plus a ten percent (10%) administration fee. In all instances before the expenses are incurred, Cook County's prior written approval is required.

I.   Labor Rates.   Ensono may provide to Client additional services in accordance with a separately signed Change Order which shall include the service, scope, tasks and the charges which may be established based on the hourly rates as set forth in the following Hourly Rate Table.

Hourly Rate Table

Ref.	Service Role	Hourly Rates
01	Project Manager	$155
02	BCDR Professional	$141
03	Systems Engineer	$140
04	Mainframe Systems Programmer	$150
05	Database Administration	$160
06	Network Engineer	$155
07	Infrastructure Lead Architect	$150
08	Security Engineer	$135
09	Scheduling Analyst	$110
10	Production Control Analyst	$90

Exhibit C – 1

Optional Services – Service Information

Optional Service - IBM i Assessment Service

The platform and operating system supporting Cook County's IBM i workloads are end of life. Should these workloads need to remain on the platform, Ensono recommends an assessment focused on the applications and code in use on each LPAR to identify the tasks required to migrate to a new hosted environment. The assessment is estimated to take no more than 30 days and requires the involvement of the Cook County teams supporting the affected applications.

EXHIBIT D – SERVICE LEVEL AGREEMENT

1.   General

This Exhibit and this Exhibit, <u>Schedule 1</u> (Critical Service Levels, Key Performance Indicators (KPIs) and Measuring Methodologies and Tools) attached hereto and incorporated herein, sets forth the agreement between the parties relating to Service Levels and Key Performance Indicators, against which Ensono's performance of the Services will be measured. Ensono will perform each Service for which a Service Level or Key Performance Indicator has been established in accordance with the terms of this Exhibit.

2.   Definitions

Capitalized terms used in this Exhibit and not defined herein will have the meaning set forth in the Agreement.

"**At Risk Amount**" means, for any calendar month during the Term, this Exhibit, Schedule 1 listed At Risk Percentage which is a percentage of the Monthly Charges, which is the aggregate amount that Ensono will have at risk for Critical Service Level Credits, if any, due to Client.

"**Critical Service Level**" means a measurable aspect of performance specified in <u>Schedule 1</u> with respect to certain Services for which a Service Level Credit may be payable (i.e., "Availability"). Critical Service Levels shall only apply to production environments.

"**Critical Service Level Metric**" means the numerical measurement for a Critical Service Level (i.e., 99.9%).

"**Critical Service Level Credit Weighting Allocation**" means the percentage specified in <u>Schedule 1</u> as "Allocation" with respect to each Critical Service Level. The sum of the Critical Service Level Credit Weighting Allocation percentages will equal one hundred percent (100%) and each Critical Service Level Credit Weighting Allocation will be subject to the limitations described in Schedule 1.

"**Earnback Credit**" means a credit to be applied to Ensono to offset any otherwise applicable Service Level Credit if, during the Earnback Period, Ensono achieves a Critical Service Level Metric equal to or greater than the applicable Minimum Service Level(s) in effect during the month in which the related Service Level Failure occurred.

"**Earnback Period**" means the one (1) month period immediately following a month in which a Service Level Failure occurs.

"**Ensono Outages**" means the cumulative total unavailability for the Service Environment, as reported by Severity 1 Incident tickets, during the Reporting Window within the Measurement Window of the Service Environment, excluding client outages and planned maintenance.

"**Excluded Event**" means any event that adversely impacts the Service that is caused by (a) the acts or omissions of Client, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Ensono or its designees; (c) force majeure events; (d) Scheduled or emergency maintenance; (e) any suspension of Service pursuant to the Agreement; (f) the unavailability of required Client personnel, including as a result of any failure to provide Ensono with accurate, current contact information; (g) failure of Client to authorize Ensono to perform recommended changes or maintenance; (h) configurations, equipment or services not supported by Ensono; (i) a third party hardware/software bug that does not have a patch; (j) hardware and software for which maintenance is no longer available; or (k) hardware and software without a maintenance agreement.

"**Go Live Date**" means the date Ensono notifies Client that Ensono has completed all applicable onboarding / transition Services.

"Key Performance Indicator" or **"KPI"** means a performance metric that is not eligible for a Service Level Failure or Service Level Credit but will still be measured and reported by Ensono.

"Minimum Service Level" means the level of performance specified in Schedule 1 as "Minimum" for each Service for which a Critical Service Level Metric is established.

"Monthly Charges" means the total of Ensono monthly recurring charges (excluding any non-recurring or one-time charges) for its performance of the Services described in this SOW for a single calendar month.

"Measurement Window" means the periodic evaluation and reporting frequency identified for each individual Critical Service Level as specified in Schedule 1.

"Reporting Window" means a calendar month or other period of time as specified in Schedule 1.

"Resolution Time" means the difference between the time the first resolver group(s) receives a ticket for resolution and the time when Ensono resolves the incident or provides a work-around for the incident.

"Response Time" means the difference between the time an incident ticket is submitted and the time the first resolver group(s) accepts a ticket for resolution.

"Service Environment" means any collection or aggregation of two (2) or more Ensono products that are designed to perform in accordance with this SOW. Service Environment may include (without limitation) data center facilities, compute hardware and software (Operating System, Database, Middleware), network and storage used to provide Services.

"Service Environment Availability" means the Client can access and use the material features and functions of the Service in accordance with this SOW. The percentage availability calculation formula measured over the Measurement Window, is as follows (where "A" = Service Environment Availability, "T" = Total Available Service Time (minutes), and "O_{EA}" = Ensono Outages): $A = (T - O_{EA}) \times 100\% / T$.

"Service Level Credit" means a credit in an amount calculated in accordance with Section 3 (Overview of Service Level Credit Process for Service Level Failures) which will be credited to Client by Ensono in connection with Service Level Failures.

"Service Level Failure" means, with respect to Critical Service Levels, each month during the Term that Ensono performs a Service at a level below the applicable Minimum Service Level for reasons other than an Excluded Event.

"Service Level Objective" means performance metrics designed to be used during a transition or benchmarking process, which are not eligible for Service Level Credits.

"Service Level Termination Event" is defined in Section 10 (Service Level Termination Events) hereof.

"Total Available Service Time" means, the total time in the relevant Reporting Window (i.e.: Monthly Reporting Window: 43,800 minutes of Total Available Service Time = 30.41 calendar days X 24 hours per day X 60 minutes per day).

3. Overview of Service Level Credit Process for Service Level Failures

If a Service Level Failure occurs in any calendar month during the SOW Term (subject to the terms of this Exhibit), Ensono shall provide a Service Level Credit to Client in accordance with this Section 3. Ensono may earn back an applicable Service Level Credit in accordance with Section 4 (Invoicing and Earnback Credits). Ensono's performance with respect to each Critical Service Level will be measured in accordance with the reports described in Section 5 (Reporting).

Calculation. For each Service Level Failure, Ensono will provide to Client a Service Level Credit computed in accordance with the following formula:

Service Level Credit = **A x B**

Where:

A = the Critical Service Level Credit Weighting Allocation percentage specified in <u>Schedule 1</u> for the applicable Critical Service Level; and

B = the At Risk Amount for the month in which the Service Level Failure occurs.

For example, assume that Ensono fails to meet the Minimum Service Level with respect to "P1 Incident Response" (i.e., a Service Level Failure). Assume further that Ensono's Monthly Charges for Services for the month in which the Service Level Failure occurred were $100,000, and the At Risk Amount is 10% or $10,000. Assume further the Critical Service Level Credit Weighting Allocation for P1 Incident Response is 5%. The Service Level Credit due to Client for such Service Level Failure would be $500 and is computed as follows:

> **A** = 5% (the Critical Service Level Credit Weighting Allocation percentage),
>
> multiplied by
>
> **B** = $10,000 ($100,000 Monthly Fee X 10% At Risk Amount),
>
> equals $500.

<u>Limitations</u>. The total amount of all Service Level Credits credited to Client for Service Level Failures in any single calendar month shall not exceed the At Risk Amount for such month. If more than one Service Level Failure occurs in a single month, the sum of the corresponding Service Level Credits will be credited to Client as set forth in this Exhibit, provided, however, that if a single incident results in the failure of Ensono to meet more than one Critical Service Level, then Ensono will issue the largest single Service Level Credit amount and Client shall not be eligible for additional Service Level Credits for the other related failures.

4. Invoicing and Earnback Credits

In the event of a Service Level Failure, if Ensono fails to achieve an Earnback Credit during the Earnback Period, Ensono will apply the applicable Service Level Credit to the Client's account no later than the second monthly invoice following the applicable Earnback Period. In the event Client earns a Service Level Credit in the final month of the Term, Ensono shall pay to Client the amount of such Service Level Credit within thirty (30) days after the effective date of the termination or expiration of the SOW. Notwithstanding the foregoing, in no event shall Client be entitled to a Service Level Credit if the applicable SOW is terminated or expires prior to the conclusion of the applicable Earnback Period.

5. Reporting

Each month Ensono will issue a report for the preceding month in which Ensono will (i) notify Client of any Service Level Credits to which Client is entitled and (ii) describe any Service Level Failures that occurred. In addition to this standard monthly Service Level report, within twenty (20) business days following the end of each month, Ensono will provide Client an additional report that details (a) Ensono's monthly performance with respect to each Critical Service Level Metric for each month during the last twelve (12) months (or rolling average when in the first twelve (12) months of the applicable Service term), and (b) the total dollar amount of all Service Level Credits earned by Client during the prior month and during the last twelve (12) months.

6.   Establishing Critical Service Level Metrics and Minimum Service Levels

The Critical Service Level Metrics and the corresponding Minimum Service Levels are identified in Schedule 1.

7.   Reclassification of Service Level and Modification of Allocation of Pool Percentages

Reclassification of Service Levels. Client may reclassify any Service Level (e.g., from KPI to Critical Service Level or from Critical Service Level to KPI) upon 30 days' notice and no more than twice a year and no sooner than six months after the Effective Date, and by sending written notice to Ensono.

Modifications of Allocation of Pool Percentages. When reclassifying a Critical Service Level, Client's notice shall include an appropriately modified Critical Service Level Credit Weighting Allocation for the affected Critical Service Level(s), provided, however, that the total Allocation of Pool Percentages shall not exceed the amount noted in the Service Level Credit Weighting Allocation definition in Section 2.

8.   Performance Exceptions

In no event will Ensono be responsible, or will Client be eligible to receive any Service Level Credits, to the extent Ensono's failure to achieve a Critical Service Level is due to an Excluded Event. Client will not be eligible to accrue any otherwise applicable Service Level Credits if Client is in material breach of the Agreement at the time the Service Level Failure occurred, nor will Client be entitled to receive any otherwise available Service Level Credits if Client is in material breach of the Agreement at the time the Service Level Credit is to be issued, provided that the Service Level Credit will be issued once such material breach has been cured, if such breach is cured prior to termination of the SOW.

This Service Level Agreement provides Client's sole and exclusive remedies for any failure to meet the Critical Service Levels. These remedies are as follows:

   (i) In the event of a Service Level Failure that does not constitute a Service Level Termination Event, as Client's sole and exclusive remedy for such Service Level Failure, Client shall be entitled to receive the applicable Service Level Credits, subject to the terms of this Exhibit; and

   (ii) In the event of a Service Level Termination Event, Client shall be entitled to pursue the remedies described in Section 10 (Service Level Termination Events) below.

To clarify, such sole and exclusive remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc.

9.   Service Level Termination Events

A **"Service Level Termination Event"** shall be deemed to have occurred if Ensono suffers four (4) Service Level Failures due to a failure to achieve the applicable Minimum Service Level for the same Critical Service Level in any rolling six (6) month period.

In the event of a Service Level Termination Event, Client may either (i) accept the applicable Service Level Credits, in which event such Service Level Credits shall represent Client's sole and exclusive remedy for the applicable Service Level Termination Event, or (ii) decline the applicable Service Level Credits by delivering Ensono written notice not later than thirty (30) days following Client's receipt of the invoice containing the Service Level Credits indicating that Client intends to decline the applicable Service Level Credits and terminate, in whole, this SOW. If Client declines the applicable Service Level Credits and elects to terminate this SOW, Ensono agrees to reimburse Client for its reasonable and documented out-of-pocket costs to transition the Services in-house or to another service provider

not to exceed the initial installation costs for the terminated Services paid by Client to Ensono, subject to the terms of the Agreement.

10.   Improvement Plans for Critical Service Level

If Ensono fails to meet any Minimum Service Level(s), Ensono will promptly provide to Client a written plan, subject to Client review, for improving Ensono's performance to meet or exceed the applicable Minimum Service Level(s). Following the implementation of such plan, Ensono will provide to Client monthly status reports containing progress updates until such time as Ensono's performance is in compliance with the applicable Minimum Service Level.

11.   Commencement of Obligations

The obligations set forth herein shall commence upon the date one (1) month following the Go Live Date, unless otherwise specified in Schedule 1. The dates used in the column "Measure Begins" represent when Ensono will be responsible for Service Level Credits for any Service Level Failures, subject to the terms of this Exhibit.

12.   Stabilization Periods.

During the term of the Services, Ensono or the Client may make changes to hardware or software that affect Ensono's ability to meet the Critical Service Levels. When such changes arise, a performance ramp period shall apply (each, a "Stabilization Period"). The Client shall work with Ensono reasonably and in good faith to agree upon:

- The length of the Stabilization Period and
- Any related changes to the previously established service level metrics.

By way of example but not limitation, the following changes may require a Stabilization Period:

- major release upgrades to the software in the applicable environment;
- the addition of Third Party Software to the applicable environment;
- the addition of additional modules to the applicable environment; or
- major functionality changes to the applicable environment.

For any change not listed above, the parties shall work in good faith to agree upon whether a Stabilization Period is required and as to the length of such period.

EXHIBIT D – SERVICE LEVEL AGREEMENT

Schedule 1

Critical Service Level Metric and Key Performance Indicator Summary										
Ensono Recuring Service(s):	ALL									
Monthly Service Fee	$ 27,000									
At Risk Dollar Amount:	$ 2,700									
Total Ensono's At Risk Amount - Expressed in term of percentage of the Monthly Charge							10%			
SLA Weighting Summary (Must Equal 100%)							100%			

Ensono Service(s)	Critical Service Levels	Measure Begins	Ensono Hosted Minimum Service Level	Measurement Window	Reporting Window	Critical Service Level Credit Weighting Allocation	Min Critical Service Level Weighting Allocation	Max Critical Service Level Weighting Allocation	Monthly At Risk $ Amount	
IBMi Service Environment	Solution Availability	Go Live	99.90%	7x24	Monthly	25.00%			$ 675.00	
Incident Management	P1 Incident Response	Go Live	95% <= 15 min	7x24	Monthly	25.00%	5%	25%	$ 675.00	
Incident Management	P1 Incident Resolution	Go Live	95% <=4 Hours	7x24	Monthly	25.00%			$ 675.00	
Back Up Success	Backup & Retention	Go Live	99.90%	7x24	Monthly	25.00%			$ 675.00	
					Check--->	100.0%			$ 2,700	
					Target-->	100.0%				

Key Performance Indicators To Be Used In Monthly Business Reviews					
Ensono Service(s)	Critical Service Levels	Measure Begins	KPI Target Metric	Measurement Window	Reporting Window
Incident Management	P2 Incident Resolution	Go Live	95% <= 8 Hours	7x24	Monthly
Incident Management	P2 Incident Response	Go Live	95% <= 60 Min	7x24	Monthly
Incident Management	P3 Incident Resolution	Go Live	90% <= 8 Business Hours	7x24	Monthly
Incident Management	P3 Incident Response	Go Live	90% <= 4 Business Hours	7x24	Monthly
Incident Management	P4 Incident Resolution	Go Live	90% <= 24 Business Hours	7x24	Monthly
Incident Management	P4 Incident Response	Go Live	90% <= 4 Business Hours	7x24	Monthly
Change Management	Change Management Success	Go Live	90.00%	7X24	Monthly
Cross Functional	Root Cause Analysis (RCA) Report	Go Live	95.00%	7x24	Monthly

EXHIBIT 2

Minority and women Owned Business Enterprise Commitment

Minority and Women Owned Business Enterprise Commitment

I. **POLICY AND GOALS**

A.   It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors.   In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	**WBE**
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B.   **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is zero percent (0%).** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C.   To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D.   A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Contractor, Subcontractor or supplier.

E.   Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

F.   A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II.   <u>REQUIRED BID OR PROPOSAL SUBMITTALS</u>

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A.   <u>MBE/WBE Utilization Plan</u>

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1.   <u>Letter(s) of Intent</u>

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed

MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2.   Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:
- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3.   Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B.   Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence

and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A.   Granting or Denying a Reduction/Waiver Request.

1.   The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.

2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Contractor.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Contractor and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

June 21, 2021

Mr. Raffi Sarrafian
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No.2107-18733
      Mainframe and Dedicated Hosting Services
      Bureau of Technology

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE/WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Lisa Alexander

Lisa Alexander
Contract Compliance Deputy Director
LA/ate

cc: Sheena Atkins, OCPO
      Derrick Thomas, BOT

$ Fiscal Responsibility 💡 Innovative Leadership ⬤ Transparency & Accountability ☑ Improved Services

EXHIBIT 3

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

7/31/2021

DATE (MM/DD/YYYY)
7/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:		
		PHONE (A/C, No, Ext):		FAX (A/C, No):
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : The Continental Insurance Company		35289
INSURED 1414467	Ensono, Inc. 3333 Finley Rd. Downers Grove IL 60515	INSURER B : Valley Forge Insurance Company		20508
		INSURER C : National Fire Insurance Co of Hartford		20478
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES ENSLP   **CERTIFICATE NUMBER:** 17730338   **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR	Y	Y	6043059160	7/31/2020	7/31/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	6043059126	7/31/2020	7/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	X **UMBRELLA LIAB** [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	6043058784	7/31/2020	7/31/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$ XXXXXXX
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6043059157 (CA) 6043059143	7/31/2020 7/31/2020	7/31/2021 7/31/2021	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County, its officials, employees and agents are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability, Automobile Liability and Umbrella Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of Cook County, its officials, employees and agents if required by written contract with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation per the terms and conditions of the policy where permitted by state law.

CERTIFICATE HOLDER	CANCELLATION See Attachment
17730338 Cook County Chief Procurement Officer 118 North Clark Street, Room 1018 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

7/31/2021

DATE (MM/DD/YYYY)
7/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:		
	PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
INSURED 1419810 Ensono, Inc. 3333 Finley Rd. Downers Grove IL 60515	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES ENSLP CERTIFICATE NUMBER: 17730339 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	POLICY ☐ PRO-JECT ☐ X LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Technology E&O/Cyber	N	N	*See Attached	7/31/2020	7/31/2021	*See Attached	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION See Attachments
17730339 Cook County Chief Procurement Officer 118 North Clark Street, Room 1018 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

Type of Insurance	Carrier	Policy Number	Policy EFF (MM/DD/YYYY)	Policy EXP (MM/DD/YYYY)	Limits – Aggregate/Per Claim
Cyber/Technolog y E&O Insurance	Continental Casualty Company	652134673	7/31/2020	7/31/2021	$10,000,000 ($100,000 Retention)
	Travelers Excess and Surplus Lines Company	ZUP-21P4434A - 20 - 13	7/31/2020	7/31/2021	$10,000,000 xs $10,000,000

EXHIBIT 4

Cook County Travel and Business Expenses Policy and Procedures

Cook County Travel and Business Expenses Policy and Procedures

Adopted: FY 2017

Cook County Travel and Business Expenses Policy and Procedures

Contents

Cook County Travel and Business Expenses Policy and Procedures

INTRODUCTION

The County of Cook ("County") has a fiduciary responsibility to ensure County resources are used responsibly and that individuals do not incur inappropriate or excessive expenses, or gain financially from the County. As such, all persons who travel on behalf of the County are fiscally responsible and accountable for all County expenditures.

The purpose of the County's travel and business expense policy and procedures is to provide guidelines for payment of authorized travel expenses in an efficient, cost effective manner, and to enable County travelers to successfully execute their local and non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County.

All official travel should be prudently planned so that the County's best interests are served at the most reasonable cost. Anyone traveling on County business is expected to exercise the same economy that a practical person would exercise when traveling on personal business.

Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed. The individual requesting reimbursement is responsible for insuring that his/her expense and related reimbursement request complies with all applicable policies, is properly authorized, and is supported with necessary receipts and documentation.

Supervisors and department heads are accountable for use of County funds and must verify that all travel is budgeted and expenditures are charged to the proper account(s).

These guidelines and procedures described in this policy may not cover every possible situation. Travelers should contact supervisors and/or department heads for clarification as needed.

APPLICABILITY

The Cook County Travel and Business Expense Policy and Procedures, and all associated requirements, applies to all County employees and all County officials, whether elected or appointed, who incur travel or business expenses while conducting official business on behalf of the County.

GENERAL PRINCIPLES AND REQUIREMENTS

The County reimburses authorized travelers for reasonable and necessary expenses incurred in connection with approved travel on its behalf.

A necessary expense is one for which there exists a clear business purpose and is within the County's expense policy limitations. A clear business purpose contains all information necessary to substantiate the expenditure including a list of attendees, if appropriate, and their

purpose for attending, business topics discussed, or how the expenditure benefited the County.

Each county bureau and department is charged with the responsibility for determining the necessity, available resources and justification for the need and the method of travel.

All employees and supervisory staff should keep the following key points in mind when planning and/or approving travel on behalf of the County:

    i.   All official travel should be planned so that the best interests of the County are served at the most reasonable cost;

    ii.   All official travel shall be by the most economical mode of transportation available considering travel time, cost and work requirements;

    iii.   Most travel must be authorized in advance by the traveler's department head;

    iv.   Each department head is responsible for ensuring that all travel on behalf of the County complies with all applicable travel regulations;

    v.   Employees must be authorized to commit the County's resources, and are subject to disciplinary action up to and including the termination of employment if proper authorization is not obtained;

    vi.   All travel authorizations must be documented by the process established within each bureau or department as to how prior authorization for travel will be documented, e.g., travel request form, email;

    vii.   Under no circumstances should an individual approve his/her own expense report.

    viii.   Travel related costs shall not be reimbursed from petty cash funds; and

    ix.   The County will not reimburse personal expenses.

LOCAL TRAVEL

Definitions

"Local travel" means travel that is performed for official purposes in and around the employee's primary work location and does not entitle the traveler to lodging, meals or other travel related allowances.

"Primary work location" means the worksite to which the employee is assigned and reports to when not performing local travel.

Authorized Modes of Transportation for Local Travel

Authorized modes of local transportation for conducting local official County business in preferred order are:

    i.   Public transportation, i.e., CTA, Pace, Metra

    ii.   County-owned vehicles, i.e., Shared Fleet or ZipCar;

    iii.   Taxicabs and ride sharing services; and

    iv.   Personally owned vehicle.

Local Travel Requirements

Preferred Method of Travel

Public transportation is the preferred method of local travel. However, it is recognized that there are times when this mode of transportation may not be feasible due to location, timing, equipment/materials, and/or security reasons. In such cases, the use of a County-owned or personally owned vehicle ("POV") for local travel may be approved by a department head. Use of a POV for local travel may not be approved solely to accommodate the traveler's personal comfort or convenience.

County-owned vehicles

The following requirements apply to local travel by means of a County-owned vehicle:

i. The department head has determined public transportation is not feasible or practical.
ii. County owned vehicles are to be used only for County business. The use of County-owned vehicles for personal use is prohibited.
iii. Employees must follow the Vehicle Policy Ordinance, and any other rules, regulations or other applicable requirements adopted by the Cook County Board of Commissioners or the Vehicle Steering Committee.

Personally Owned Vehicles

The following requirements apply to the use of a POV for local travel:

i. County employees, with the prior written permission of their department head, may use their POV to conduct official County business. Department heads shall only approve the use of POV for County business when it is in the best interest of the County to do so.
ii. POV use is in the County's best interest when it is the least expensive option or the employee's department head determines in writing that a less expensive mode of transportation is clearly not feasible or practical.
iii. Each bureau (or equivalent operating unit) is responsible for developing a process for approving and documenting the use of a POV for official travel.

A copy of the department head's written approval for each instance of POV use must accompany each request for POV mileage reimbursement and related expenses.

Reimbursement for Local Travel by Public Transportation

Mass Transit and Metra
Local official travel via mass transit, e.g., CTA, PACE, Metra, may be reimbursed as a transportation expense. A receipt is required for reimbursement.

<u>Taxicabs</u>
Employees may utilize a taxicab if advantageous to the County and necessary for urgent business.   Reimbursement is limited to the metered fare. Tipping is at the traveler's expense and not reimbursable.   A receipt is required for reimbursement.

<u>Uber/Lyft, etc</u>.
Employees may utilize Uber or a similar service if advantageous to the County and necessary for urgent business.   In such cases, an employee may only use the service's lowest-cost option, e.g., Uber X.   Reimbursement for Uber and similar ride services is limited to the actual cost of the trip.   A receipt is required for reimbursement.

Reimbursement for Local Travel by POV

Reimbursement for POV mileage shall be subject to the following terms and conditions:

   i. An employee shall not be reimbursed for commuting mileage, i.e., the distance between the employee's residence and the employee' primary work location.

  ii. When approved local travel starts and terminates at the employee's primary work location, only the most direct route mileage (using the TEVS mileage calculator) from the primary work location to the site(s) visited and back to the primary work location will be reimbursed.   In the event the employee's work day ends at a site, the mileage from the last site to residence shall not be reimbursed.

 iii. An employee driving a POV may start and terminate the field assignment at her/his home or official workstation, at the discretion of the department head, provided that where the assignment starts and/or terminates at the employee's home, mileage from residence to first location and last location to residence is deemed commuting mileage and shall not be reimbursed.

 iv. The number of County business miles driven per month will be compensated at the standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Administration.   IRS mileage rates adjusted midyear will not be made retroactive.   The IRS per-mile rate covers the total cost of operating a POV for local travel or transportation away from home, including such items as gasoline, oil, maintenance, repairs, etc.

  v. Any travel voucher for POV reimbursement that does not include a copy of the prior authorization for POV travel shall not be processed for payment.

Parking and Tolls

Employees can be reimbursed for parking and toll expenses when using a County owned vehicle or POV for County business.   Parking and tolls shall be allowed for reimbursement if items are

supported by receipts.

Local Travel Reimbursement

Local travel expenses are reimbursed by means of a Travel Expense Voucher (TEV) on the Transportation Expense Voucher System (TEVS). A sample TEV is attached at Appendix 1.

All requests for local travel reimbursement must be generated from the TEVS. The Comptroller's Office will not accept handwritten vouchers.

Employees are required to utilize the TEVS for all mileage reimbursement and other transportation expenses associated with local travel including tolls and parking. TEVS automatically calculates the distance for the most direct route between the two points of travel.

All TEV expenses for parking, tolls, taxi, and public transportation costs shall be supported by receipts for all items, individually.

TEVs prepared through the TEVS must be prepared and signed by the employee who has incurred the expense and signed by his/her department head (or a designated representative). The original local travel voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a TEV is considered a major cause infraction subject to disciplinary action up to and including discharge.

The traveler submitting the TEV is personally responsible for its accuracy and propriety. Local travel trip details are to be entered immediately following travel to eliminate possibility of errors. The TEV must be completed in its entirety.

Approval and Submission of Local Transportation Expense Voucher

In order to be eligible for local travel reimbursement, the employee must submit the TEV by no later than the 20th day of the month following the month in which the travel expense was incurred, unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances.

The local transportation expense voucher shall then be reviewed and approved by the traveler's department head (or a designated representative), or bureau chief (or equivalent) in the case of a department head, whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate.

Upon approving a TEV, a supervisor and department head (or a designated representative) are certifying:

      i. Appropriateness of the expenditure and reasonableness of the amount;

     ii. Availability of funds;

   iii. Compliance with applicable reimbursement policies; and

iv. Completeness and accuracy of documentation.

A department must submit the TEV to the Comptroller's Office via TEVS by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period will not be denied reimbursement for failure of his/her department to timely submit the voucher to the Comptroller's office. A copy of the TEV shall be retained by the department.

Any TEV not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

A request for reimbursement of an expense that does not comply with these guidelines may be denied and treated as a personal expense to the traveler and shall be deducted from the reimbursement due the traveler.

NON-LOCAL TRAVEL

The following is not intended to cover routine local travel related to the performance of regular job duties and applies only to official travel that requires an overnight stay.

Before planning non-local travel to attend conferences, meetings, seminars or training sessions, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

Travelers must verify that planned travel is eligible for reimbursement before making travel arrangements.

Non-local travel connected to and/or funded by a grant (or contract) must be made in accordance with the funding agency's travel requirements. Reimbursement is made at whichever rate is lower, the County's rate or the rate set out in the grant (or contract).

Reasons for Non-Local Travel

The County recognizes the following activities as appropriate for non-local travel purposes:

    i.   Delivery of legislative testimony:
    ii.   As a stipulation or condition of grant funding or otherwise required for County or federal certification.
    iii.   Presentation on behalf of the County at a conference or seminar.
    iv.   Financial or tax audit.
    v.   Site visits or operational evaluations related to departmental improvement efforts.
    vi.   Court proceedings or case preparation.
    vii.   Law enforcement related investigations.
    viii.   Attendance at conferences, meetings, seminars or training sessions for which: the topic is of critical interest to the County; representation at the event is in the best interest of the County, and the topic is related to an employee's

professional development.

Non-local travel for any other purpose(s) requires the prior written approval of the traveler's bureau chief (or equivalent).

Limits on Participants

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago Metropolitan Area is limited to two employees unless otherwise approved by the travelers' bureau chief (or equivalent). (The Chicago Metropolitan Area is comprised of Cook County, DuPage County, Kane County, Kendall County, Lake County, McHenry County and Will County.)

Non-Local Travel Approval Procedure

If the County has contracted with a travel management company, all travel arrangements are required to be secured through the County's designated travel management company.

If the County has not contracted with a travel management company, travel arrangements are the responsibility of the traveler(s).   In such cases, all travel should be by means of the most direct route and the least costly alternative consistent with the itinerary.

All travel outside the Chicago Metropolitan Area requires bureau chief (or equivalent) approval. A completed Travel Request Form ("TRF") must be approved by the traveler's department head and submitted to the bureau chief (or equivalent) as far in advance as possible, but no later than ten (10) business days prior to the date of non-local travel. A sample TRF is attached at Appendix 2.

Supporting documentation should be attached to the TRF.   Supporting documentation includes, but is not limited to:

    a. A cover memo from the department head justifying the benefit to the County that will result in the employee attending the conference, meeting, or training, etc.;

    b. An agenda; and

    c. The estimated travel cost (obtained either from the travel management company or prepared by the traveler, as the case may be).

The County is not obligated to reimburse employees for non-local travel expenses that do not comply with the applicable travel requirements or those not previously approved by the traveler's bureau chief (or equivalent).

All expenses incurred during non-local travel are to be charged to the 190 account.

Non-local travel paid by a third party must adhere to these travel guidelines and the County's Ethic's rules.

Non-local travel shall not be reimbursed from petty cash funds.

Travel Outside the Continental United States (U.S.)

All requests for travel outside the continental U.S. must be submitted to the traveler's executive department head, i.e., the chief administrative officer responsible for the policy and administration of the traveler's department, as far in advance as possible, but not later than fifteen (15) business days prior to travel. The executive department head will seek approval from the President's chief of staff or the chief of staff of the elected official for whom the employee works, as the case may be, and will notify the department of approval or denial.

Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Reimbursement Voucher. Official documentation of the exchange rate at the time of travel (i.e., bank receipt) must accompany all original receipts.

Reimbursable Non-Local Travel Expenses

County-owned vehicles.

Employees traveling on County business in a County-owned vehicle are entitled to reimbursement for any out of pocket gas expenditures, parking and toll expenses but not mileage reimbursement.   Original receipts must be provided for all expenses.

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business.

Personal Vehicles

Employees may use personal automobiles for non-local business travel within a 300-mile radius of Chicago.

Employees will be reimbursed at the IRS mileage rate, but in no event will the reimbursement exceed the cost of lowest available round trip coach airfare.

Mileage reimbursement includes full reimbursement for the cost of gas and general maintenance.

Parking and toll expenses will be reimbursed separately with original receipts.

Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department. The employee's personal insurance is primary in the event of an accident.

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business. Absolutely no exceptions will be made.

Note: Travelers are advised to refer to the County Vehicle Policy Ordinance for other rules and regulations regarding the use of county-owned and personal vehicles.

Car Rental

Car rental will not be approved for travel within the Chicago Metropolitan Area. County Shared Fleet or ZipCar programs should be reserved for such travel.

Car rental is a reimbursable expense only when transportation by common carrier cannot be utilized or is impractical.

Car rental will be reimbursed at the compact car rate unless the need for a larger car can be justified.

Daily rental rates, taxes, surcharges, gas and car rental insurance are all considered reimbursable items.

Only one car rental will be allowed per trip. This includes trips with multiple travelers unless previously authorized by the traveler's bureau chief (or equivalent).

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business.   Absolutely no exceptions will be made.

Original receipts are required for reimbursement.

Common Carrier (Air, Train, Bus)

Reservations and ticket purchases should be made as far in advance as possible to take advantage of any available discount fares and/or government rates.

Tickets are to be booked at the most economical fare available that meets the requirement of the traveler's agenda.

No traveler may select tickets on a specific carrier or airport for any reason while on County business, unless it is the most economical fare.

First-class and business upgrades are prohibited.

Electronic tickets are the only acceptable delivery method of tickets unless this option is not available.

Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to the prior written approval of the traveler's bureau chief (or equivalent).

Original receipts are required for reimbursement.

Ground Transportation (Taxis, Public Transportation, Livery Service)

Transportation to and from the airport is included in the ground transportation allowance in the reimbursement rate.

Shuttle service or public transportation is encouraged.

Limousine or livery service charges to and from airports and railroad stations are reimbursable, where such costs do not exceed the comparable taxi fare.

Uber, Lyft and other similar transportation services are permitted options, and may include

surcharges and fees. Surcharges and fees may be reimbursable if the total cost is comparable to other ground transportation options, and must be clearly documented to substantiate reimbursement.

Livery service may be used if the cost is less than the cost of a taxi service or other means of transportation.

Gratuity for ground transportation is the sole responsibility of the traveler.

Original receipts are required for reimbursement.

<u>Lodging</u>

Government rates should be requested.

Lodging costs will be reimbursed at the lesser of actual costs or the current federal travel allowance published by the General Services Administration Lodging Rates at: http://www.gsa.gov/portal/category/104711.

Hotel lodging within the Chicago metropolitan area is not a reimbursable expense.

Lodging costs greater than the published GSA rate require the prior written approval of the bureau chief (or equivalent).

All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.

Original receipts are required for reimbursement.

<u>Meals and Incidental Expenses</u>

Employees shall receive the lesser of actual costs or the allowance for meals and incidental expenses allowance published by the General Services Administration at http://www.gsa.gov/portal/content/101518.

Employees will only receive 75% of the lesser of actual costs or applicable meals and incidentals expenses rate for the first and last day of the trip and 100% for the other days.

There will be no reimbursement for meals and incidental expenses beyond the above rates.

The value of any meal(s) included in registration fees shall, be deducted from the employee's reimbursement.

Original receipts are required for reimbursement.

<u>Conference Registration Fees</u>

Every effort should be made to take advantage of early registration or group rate discounts.

Additional Reimbursable Expenses

Business-Related Expenses.   Business-related expenses incurred while on County travel may be reimbursed at the discretion of the department head. Original receipts must be provided for reimbursement.   Examples of acceptable reimbursable business expenses are:

    i.   Internet connections

    ii.   Sending or receiving faxes

    iii.   Photocopying

    iv.   Express mail services

Laundry.   Employees traveling on County business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of $10 per three-day period beginning with the fourth day.   Original receipts are required for reimbursement.

Telephone Calls.

    i.   If the employee has a County-issued cell phone, that phone should be used for all business calls (unless there is no service).

    ii.   When possible, employees should avoid surcharges by using cell.

    iii.   For approved international travel, the traveler should contact the Bureau of Technology so that the traveler's calling plan may be temporarily changed to the appropriate calling plan. Business calls may be reimbursed at the discretion of the department head.

    iv.   Original receipts are required for reimbursement for business calls made on a personal cell or other phone.

Incidentals.   Reimbursement for other incidental expenses will be approved at the discretion of the department head.   Original receipts are required to reimbursement traveler for incidentals not listed above.

Non-Reimbursable Non-Local Travel Expenses

Non-reimbursable expenses include, but are not limited to, the following:

    i.   Additional hotel charges for upgrades, special "club" floors, late checkout or early check-in;

    ii.   Airline convenience fees (e.g., early check-in, seat upgrades, TSA pre-check)

    iii.   Alcoholic beverages;

    iv.   Amenities such as movies, health clubs, or in-room bars;

    v.   Cancellation charges (unless justified);

vi.   Child care, baby-sitting, house sitting, or pet sitting costs;

vii.   Cost differential on premium and luxury car rentals or first or business class airline tickets;

viii.   Entertainment, including, but not limited to, exercise facilities, movie rental, videos, games, or other non-business related items;

ix.   Excess baggage fees;

x.   Flight Insurance or other supplemental travel insurance, unless required for international travel and approved by the department head;

xi.   Gasoline costs if mileage reimbursement is used;

xii.   Laundry for trips less than three or more consecutive days;

xiii.   Local transportation charges incurred for personal reasons;

xiv.   Lost or stolen cash or personal property;

xv.   Magazines, books, or other reading materials;

xvi.   Meals included in the cost of registration fees and airfare;

xvii.   Modifications to travel arrangements;

xviii.   Personal items (e.g., toiletries, luggage, clothing, medications, etc.);

xix.   Personal portions of a trip combined with business travel;

xx.   Personal telephone calls;

xxi.   Repairs, towing service, etc. for personal vehicle;

xxii.   Snacks, beverages, etc. outside of a meal;

xxiii.   Spouse, family member(s), and guest travel costs; and

xxiv.   Traffic citations, parking tickets, and other fines.

Reimbursement for Non-Local Travel and Business Expenses

Non-Local Travel Reimbursement Voucher

All claims for reimbursement of non-local travel expenses shall be submitted on the Travel Reimbursement Voucher ("TRV") and shall be itemized in accordance with these regulations. A sample TRV is attached at Appendix 3.

The TRV shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.

The TRV shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense items, and all other items. With respect to travel to conferences, the conference program must be attached to the voucher.

The TRV shall be prepared and signed by the employee who has incurred the expenses.

The employee submitting the TRV is personally responsible for accuracy and propriety. Falsification of a TRV is considered a major cause infraction subject to disciplinary action up to and including discharge.

Any TRV that does not include a copy of the traveler's approved TRF shall not be processed for payment.

Employees shall be reimbursed for airline, hotel, and conference registrations costs after expense is incurred. Airline and conference costs are reimbursable prior to flying or attending the conference as long as the employee shows those costs were paid. Lodging costs will be reimbursed after payment by the employee is made to the hotel.

Employees shall be reimbursed t for approved travel related expenses once the trip is complete and the voucher is submitted.

The County will reimburse employees for travel related costs incurred by the employee on their paycheck following the submittal and approval of the TRV.

Approval and Submission of Transportation Expense Vouchers

In order to be eligible for reimbursement, the employee must submit the TRV by no later than the 20th day of the month following the month in which the travel expense was incurred, unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances.

The TRV shall then be reviewed and approved by the traveler's department head (or a designated representative), whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate.

Upon approving a TRV, a department head (or a designated representative) and supervisors are certifying:

    v. Appropriateness of the expenditure and reasonableness of the amount;
    vi. Availability of funds;
    vii. Compliance with applicable reimbursement policies; and
    viii. Completeness and accuracy of documentation.

A department must submit the TRV to the Comptroller's Office by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period will not be denied reimbursement for failure of his/her department to timely submit the voucher to the Comptroller's office. A copy of the

TRV shall be retained by the department.

Any TRV not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

A request for reimbursement of an expense that does not comply with these guidelines may be denied and treated as a personal expense to the traveler and shall be deducted from the reimbursement due the traveler.

EXHIBIT 5

Identification of Subcontractor/Supplier/Subconsultant Form

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: Contract #2107-18733	Date: 6/17/2021
Total Bid or Proposal Amount: $22,184,453	Contract Title: Mainframe and Dedicated Hosting Services
Contractor: Ensono, LLC	Subcontractor/Supplier/Subconsultant to be added or substitute: Global Capital, LTD
Authorized Contact for Contractor: Scott Grossman	Authorized Contact for Subcontractor/Supplier/Subconsultant: Terri E. McNally
Email Address (Contractor): scott.grossman@ensono.com	Email Address (Subcontractor): terri@globallease.com
Company Address (Contractor): 3333 Finley Road	Company Address (Subcontractor): 205 W. Wacker Drive Suite 730
City, State and Zip (Contractor): Downers Grove, IL 60515	City, State and Zip (Subcontractor): Chicago, IL 60606
Telephone and Fax (Contractor): 630-944-1501	Telephone and Fax (Subcontractor): 312-846-6918 ext. 202
Estimated Start and Completion Dates (Contractor): 8/1/2021-7/31/2024	Estimated Start and Completion Dates (Subcontractor): 8/1/2021-7/31/2024

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
IT Services	$22,184,453

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Ensono, LLC
_____
Contractor
Scott Grossman
_____
Name
CFO
_____
Title

_____   6/17/21
Prime Contractor Signature   Date

Version 1.0

EXHIBIT 6

Board Authorization

File #:	21-2803	**Version:** 1	**Name:**	Ensono, LP, Downers Grove, Illinois	
Type:	Contract (Technology)		**Status:**	Approved	
File created:	4/16/2021		**In control:**	Technology and Innovation Committee	
On agenda:	6/24/2021		**Final action:**	7/29/2021	
Title:	PROPOSED CONTRACT (TECHNOLOGY)				

Title: PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Ensono, LP, Downers Grove, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Mainframe and dedicated hosting services

Contract Value: $22,184,453.00

Contract period: 8/1/2021 - 7/31/2024 with one (1) one-year renewal option

Potential Fiscal Year Budget Impact: FY 2021-$2,595,740.00, FY 2022-$6,296,629.00, FY 2023-$6,296,629.00, FY 24-$3,673,034.00

Accounts: 11000.1490.15500.540135 (Fixed Charges)

Contract Number(s): 2107-18733

Concurrence(s):
The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation, prime is a certified WBE. The contract-specific goal set on this contract was zero.

The Chief Procurement Officer concurs.

Bureau of Technology: N/A

Summary: The Bureau of Technology (BOT) is requesting authorization by the Board of Commissioners to enter into a sole source agreement with Ensono, LP for the continuation of Mainframe, iSeries (AS/400) and dedicated managed hosting services for the Integrated Property Tax System (IPTS). Ensono provides mission critical production hosting services to Cook County, specifically the Assessor, Board of Review, Chief Judge, Clerk, Clerk of the Circuit Court, States Attorney and Treasurer. This sole source agreement will give the offices the necessary infrastructure hosting services required to maintain current day operations, and the additional time needed to complete migrations to more modern solutions.

Ensono services span the maintenance and support of existing legacy technologies as well as core infrastructure for the Integrated Property Tax System, the services covered by this agreement includes mainframe services, iSeries (AS/400) and infrastructure for the Integrated Property Tax System (IPTS).

Sponsors:

Indexes: F. THOMAS LYNCH, Chief Information Officer, Bureau of Technology

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/29/2021	1	Board of Commissioners	approve	Pass
7/27/2021	1	Technology and Innovation Committee	recommend for approval	Pass
6/24/2021	1	Board of Commissioners	refer as amended in the errata	Pass

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Ensono, LP, Downers Grove, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Mainframe and dedicated hosting services

Contract Value: $22,184,453.00

Contract period: 8/1/2021 - 7/31/2024 with one (1) one-year renewal option

Potential Fiscal Year Budget Impact: FY 2021-$2,595,740.00, FY 2022-$6,296,629.00, FY 2023- $6,296,629.00, FY 24-$3,673,034.00

Accounts: 11000.1490.15500.540135 (Fixed Charges)

Contract Number(s): 2107-18733

Concurrence(s):
~~The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation, prime is a certified WBE~~. The contract-specific goal set on this contract was zero.

The Chief Procurement Officer concurs.

Bureau of Technology: N/A

Summary: The Bureau of Technology (BOT) is requesting authorization by the Board of Commissioners to enter into a sole source agreement with Ensono, LP for the continuation of Mainframe, iSeries (AS/400) and dedicated managed hosting services for the Integrated Property Tax System (IPTS). Ensono provides mission critical production hosting services to Cook County, specifically the Assessor, Board of Review, Chief Judge, Clerk, Clerk of the Circuit Court, States Attorney and Treasurer. This sole source agreement will give the offices the necessary infrastructure hosting services required to maintain current day operations, and the additional time needed to complete migrations to more modern solutions.

Ensono services span the maintenance and support of existing legacy technologies as well as core infrastructure for the Integrated Property Tax System, the services covered by this agreement includes mainframe services, iSeries (AS/400) and infrastructure for the Integrated Property Tax System (IPTS).

EXHIBIT 7

Economic Disclosure Statement and Execution Document Index

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED.   THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A.   **PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1)   Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2)   Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3)   Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4)   Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5)   Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6)   Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7)   Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8)   Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B.   **BID-RIGGING OR BID ROTATING**

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C.   **DRUG FREE WORKPLACE ACT**

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D.   DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.

E.   HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F.   ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G.   INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H.   CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I.   GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J.   LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1)   Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2)   Community Development Block Grants;

3)   Cook County Works Department;

4)   Sheriff's Work Alternative Program; and

5)   Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1.   DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name   Address

Foley & Lardner, 321 N. Clark Street, Suite 3000, Chicago, IL 60654

_____

_____

2.   LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a)   Is Applicant a "Local Business" as defined above?

Yes: ☐ _____   No: ☑ _____

b)   If yes, list business addresses within Cook County:

_____

_____

_____

c)   Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☐   No: ☑

3.   THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

EDS-3

4.   **REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a)   The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b)   ☑ The Applicant owns no real estate in Cook County.

5.   **EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

EDS-4

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"*County Action*" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"*Person*" "*Entity*" or "*Legal Entity*" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant <u>and</u> is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [✓] Applicant   or   [ ] Stock/Beneficial Interest Holder

This Statement is an: [✓] Original Statement or   [ ] Amended Statement

Identifying Information:

Name Ensono, LLC

D/B/A:_____   FEIN # Only: 36-2992650

Street Address: 3333 Finley Road

City: Downers Grove   State: IL   Zip Code: 60515

Phone No.: 630-944-1501   Fax Number: _____   Email: scott.grossman@ensono.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐	Sole Proprietor	☐	Partnership	☑	Corporation	☐ Trustee of Land Trust
☐	Business Trust	☐	Estate	☐	Association	☐ Joint Venture
☐	Other (describe) _____					

Ownership Interest Declaration:

1.   List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Ensono, Inc.	3333 Finley Road, Downers Grove, IL 60515	100%

2.   If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3.   Is the Applicant constructively controlled by another person or Legal Entity?   [✓] Yes   [ ] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Eclipse Holdco, LP	3333 Finley Rd, Downers Grove, IL 60515	100%	Owner of Ensono, Inc.

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Eclipse Holdco GP, LLC	3333 Finley Rd., Downers Grove, IL 60515	General Partner	until removal
Ensono Management	3333 Finley Rd., Downers Grove, IL 60515	Limited Partners	until removal

Declaration (check the applicable box):

[✓]   I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ]   I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

EDS-7

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Scott Grossman

Name of Authorized Applicant/Holder Representative (please print or type)

[signature]

Signature

CFO

Title

6/17/21

Date

scott.grossman@ensono.com

E-mail address

630-944-1501

Phone Number

Subscribed to and sworn before me
this 17 day of June, 2021

X _[signature]_

Notary Public Signature

My commission expires: 4/23/23

OFFICIAL SEAL
JUDITH G RASMUSSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/23

Notary Seal

EDS-8

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"*County Action*" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"*Person*" "*Entity*" or "*Legal Entity*" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant _and_ is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [✓] Applicant   or   [ ] Stock/Beneficial Interest Holder

This Statement is an: [✓] Original Statement or   [ ] Amended Statement

Identifying Information:

Name Ensono, Inc.

D/B/A:_____   FEIN # Only: 47-3803838

Street Address: 3333 Finley Road

City: Downers Grove   State: IL   Zip Code: 60515

Phone No.: 630-944-1501   Fax Number: _____   Email: scott.grossman@ensono.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐	Sole Proprietor	☐	Partnership	☑	Corporation	Trustee of Land Trust
☐	Business Trust	☐	Estate	☐	Association	Joint Venture
☐	Other (describe) _____					

EDS-6

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Eclipse Holdco LP	3333 Finley Road, Downers Grove, IL 60515	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity?   [✓] Yes   [   ] No

    If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Eclipse Holdco GP, LLC	3333 Finley Rd, Downers Grove, IL 60515	93.1%	General Partner of Eclipse Holdco LP
Ensono Management	3333Finley Rd, Downers Grove, IL 60515	6.9%	Limited partners of Eclipse Holdco LP

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Eclipse Holdco GP, LLC	3333 Finley Rd., Downers Grove, IL 60515	General Partner	until removal
Ensono Management	3333 Finley Rd., Downers Grove, IL 60515	Limited Partners	until removal

Declaration (check the applicable box):

[✓]   I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ]   I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

EDS-7

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Scott Grossman

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

scott.grossman@ensono.com

E-mail address

CFO

Title

6/17/21

Date

630-944-1501

Phone Number

Subscribed to and sworn before me
this 17 day of JUN, 2021

X _Judith G Rasmussen_
Notary Public Signature

My commission expires: 4/23/23

Notary Seal OFFICIAL SEAL
JUDITH G RASMUSSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/23

EDS-8

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office   312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

☐ Parent	☐ Grandparent	☐ Stepfather
☐ Child	☐ Grandchild	☐ Stepmother
☐ Brother	☐ Father-in-law	☐ Stepson
☐ Sister	☐ Mother-in-law	☐ Stepdaughter
☐ Aunt	☐ Son-in-law	☐ Stepbrother
☐ Uncle	☐ Daughter-in-law	☐ Stepsister
☐ Niece	☐ Brother-in-law	☐ Halfbrother
☐ Nephew	☐ Sister-in-law	☐ Halfsister

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A.   **PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Ensono, LLC

Address of Person Doing Business with the County: 3333 Finley Rd, Downers Grove, IL 60515

Phone number of Person Doing Business with the County: 630-944-1501

Email address of Person Doing Business with the County: scott.grossman@ensono.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Scott Grossman   CFO   scott.grossman@ensono.com   630-944-1501

B.   **DESCRIPTION OF BUSINESS WITH THE COUNTY**
Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

Contract No. 2107-18733

The aggregate dollar value of the business you are doing or seeking to do with the County: $ $22,184,453.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Sheena Aikens, Procurement Manager, sheena.aikens@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Derrick Thomas, Deputy CIO, derrick.thomas@cookcountyil.gov

C.   **DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

Check the box that applies and provide related information where needed

☐   The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒   The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

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COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐   The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship[*]

If more space is needed, attach an additional sheet following the above format.

☐   The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship[*]

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship[*]

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

_____   6/17/21_____
Signature of Recipient   Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

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* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

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SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I.   Contract Information:

Contract Number: **2107-18733**

County Using Agency (requesting Procurement):   **IT Services**

II.   Person/Substantial Owner Information:

Person (Corporate Entity Name):   **Ensono, LLC**

Substantial Owner Complete Name: **Ensono, Inc.**

FEIN#   **36-2992650**

Date of Birth: **N/A**   E-mail address: **scott.grossman@ensono.com**

Street Address: **3333 Finley Road**

City: **Downers Grove**   State: **IL**   Zip: **60515**

Home Phone: ███████████

III.   Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* **YES or NO**
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* **YES or NO**
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* **YES or NO**
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* **YES or NO**
No	*Any comparable state statute or regulation of any state, which governs the payment of wages* **YES or NO**

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

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IV. **Request for Waiver or Reduction**

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No   There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No   Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No   Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No   Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. **Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _Scott N Grossman_   Date: _6/17/21_

Name of Person signing (Print): **Scott Grossman**   Title: **CFO**

Subscribed and sworn to before me this _17th_ day of _June_ , 20 _21_

X _Judith M Rasmussen_

       Notary Public Signature

Note: The above information is subject to verification prior to the award of the contract.

OFFICIAL SEAL
JUDITH G RASMUSSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/23

EDS-14

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I.   **Contract Information:**

Contract Number: 2107-18733

County Using Agency (requesting Procurement): IT Services

II.   **Person/Substantial Owner Information:**

Person (Corporate Entity Name): Ensono, Inc.

Substantial Owner Complete Name: Eclipse Holdco LP

FEIN# 47-3803838

Date of Birth: N/A   E-mail address: scott.grossman@ensono.com

Street Address: 3333 Finley Road

City: Downers Grove   State: IL   Zip: 60515

Home Phone: ███████████

III.   **Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* **YES or NO**
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* **YES or NO**
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* **YES or NO**
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* **YES or NO**
No	*Any comparable state statute or regulation of any state, which governs the payment of wages* **YES or NO**

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

EDS-13

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No   There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No   Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No   Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No   Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _Scott N Grossman_   Date: 6/17/21

Name of Person signing (Print): **Scott Grossman**   Title: **CFO**

Subscribed and sworn to before me this _17_ day of _June_, 20_21_

X _Judith Rasmussen_

    Notary Public Signature   Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

> OFFICIAL SEAL
> JUDITH G RASMUSSEN
> NOTARY PUBLIC - STATE OF ILLINOIS
> MY COMMISSION EXPIRES:04/23/23

EDS-14

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Ensono, Inc.
_____
Corporation's Name

Marc Capri
_____
President's Printed Name and Signature

630-944-1501
_____
Telephone

MARC.Capri@Ensono.com
_____
Email

_____
Secretary Signature

June 17, 2021
_____
Date

Execution by LLC

_____
LLC Name

SCOTT GROSSMAN
_____
*Member/Manager Printed Name and Signature

_____
Date

Scott.Grossman@Ensono.com
_____
Telephone and Email

Execution by Partnership/Joint Venture

_____
Partnership/Joint Venture Name

_____
*Partner/Joint Venturer Printed Name and Signature

_____
Date

_____
Telephone and Email

Execution by Sole Proprietorship

_____
Printed Name Signature

_____
Assumed Name (if applicable)

_____
Date

_____
Telephone and Email

Subscribed and sworn to before me this
____17____ day of _June_ , 20_21_.

_____
Notary Public Signature

My commission expires: 4/23/23

_____
Notary Seal

OFFICIAL SEAL
JUDITH G RASMUSSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/23
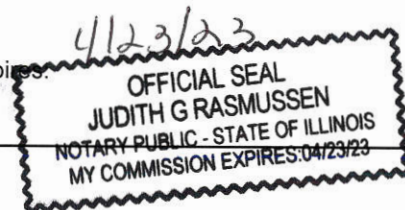
*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Raffi Sarrafian
Digitally signed by Raffi Sarrafian
Date: 2021.08.17 17:09:51 -05'00'

_____
Cook County Chief Procurement Officer

_____
Date

APPROVED AS TO FORM:

Kathleen J. McKee
Digitally signed by Kathleen J. McKee
DN: cn=Kathleen J. McKee, o=Cook County State's Attorney's Office, ou=Civil Actions Bureau - Municipal Litigation, email=kathleen.mckee@cookcountyil.gov, c=US
Date: 2021.08.10 10:33:00 -05'00'

_____
Assistant State's Attorney
(Required on contracts over $1,000,000

_____
Date

CONTRACT TERM & AMOUNT

2107-18733
_____
Contract #

August 1, 2021 - July 31, 2024
_____
Original Contract Term

One (1) one-year option
_____
Renewal Options (If Applicable)

$22,184,453.00
_____
Contract Amount

July 29, 2021
_____
Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

JULY 29, 2021

COM_____

EDS-16

EXHIBIT 8

Using Agency Departments

USING AGENCY DEPARTMENTS

MAINFRAME SERVICES

- Animal and Rabies Control
- Office of the Assessor
- Board of Review
- Building and Zoning
- Office of the Chief Judge
- Clerk of Cook County
- Clerk of the Circuit Court
- Office of the Comptroller
- Cook County Health and Hospitals
- Environment and Sustainability
- Forest Preserves
- Transportation and Highway Department
- Law Library
- Medical Examiner
- Department of Revenue
- Cook County Sheriff's Office
- Office of the State's Attorney
- Treasurer's Office

INTEGRATED PROPERTY TAX AND DEDICATED MANAGED HOSTING SERVICES

- Office of the Assessor
- Board of Review
- Clerk of Cook County
- Treasurer's Office

DISASTER RECOVERY SERVICES

- Clerk of the Circuit Court

iSERIES SERVICES

- Department of Revenue
- Office of the Comptroller
- Office of the Assessor
- Office of the Chief Judge

EXHIBIT 9

Information Technology Special Conditions

Cook County Information Technology Special Conditions (ITSCs)

1. **DEFINITIONS** FOR special conditions

    1.1. *Reserved.*

    1.2. "*Business Associate Agreement*" or "*BAA*" means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

    1.3. *Reserved.*

    1.4. "*Contractor*" has the same meaning as "Contractor" as such term is defined, and used in the Agreement "Contractor" includes any individuals that are employees, authorized representatives, or authorized agents of Contractor.

    1.5. "*Contractor Confidential Information*" means all non-public proprietary information of Contractor that (i) is marked confidential, restricted, proprietary, or with a similar designation, or (ii) is disclosed in writing and identified at the time of disclosure as being confidential, or (iii) is of such a nature and is disclosed in such circumstances that a reasonable person would reasonably indicate that it was to be treated as confidential; provided that Contractor Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other applicable law.

    1.6. "*County*" has the same meaning as the term "County" in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended.

    1.7. "*County Confidential Information*" means all non-public proprietary information of County that (i) is marked confidential, restricted, proprietary, or with a similar designation or (ii) is County Data and is information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

    1.8. "*County Data*" means all data, including County Confidential Information, provided by the County to Contractor during the provision of Services relating to this Agreement, including related metadata (for avoidance of doubt, metadata means data about the County's data processing and application data).

    1.9. "*County Intellectual Property*" or "*County IP*" means all Intellectual Property owned or licensed by the County, including Developed IP (as defined in 1.15 herein).

    1.10. "*Criminal Justice Information*" means data that is explicitly identified as such by the County in an applicable Statement of Work and meets the definition of "Criminal Justice Information" in the most recent version of FBI's CJIS Security Policy and also data that

meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

1.11. "***Data Protection Laws***" means laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including, if applicable under a specific Statement of Work, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.), FBI CJIS Security Policy, the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq., the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq., and the Payment Card Industry Data Security Standard.

1.12. "***Data Breach***" means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any County Confidential Information.

1.13. "***Deliverable***" has the same meaning as "Deliverable" as defined in Article 3(b) of the Agreement.

1.14. "***Developed Intellectual Property***" or "***Developed IP***" means Intellectual Property conceived, developed, authored or reduced to practice uniquely and exclusively for the County in the course of or in connection with the provision of the Services and as specifically described and set forth in an applicable Statement of Work. Developed IP includes (a) modifications to, or enhancements (derivative works) of the County's IP.

1.15. "***Intellectual Property***" or "***IP***" means any inventions, discoveries, designs, processes, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.16. "***Malware***" means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.17. "***Open Source Materials***" means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without

limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.18. "***Personally Identifiable Information***" means personal data or information that relates to a specific, identifiable, individual person (including County personnel) and which permits for the identification of such individual person. For the avoidance of doubt, Personally Identifiable Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account and which permits for the identification of an individual person; and (g) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.19. "***Protected Health Information***" or "***PHI***" means data that is explicitly identified as such by the County in an applicable Statement of Work and meets the definition of "Protected Health Information" in 45 C.F.R. 160.103.

1.20. "***Services***" has the same meaning as "Services" as defined in Article 3 of the Agreement.

1.21. "***Software***" means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.

2. SERVICES AND DELIVERABLES

2.1. Approved Facilities. Contractor will perform Services (excluding ancillary support services that do not require access to County Data) and host County Data only within the continental United States and only from locations owned, leased or otherwise used by Contractor and its Subcontractors.

2.2. Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date**.** For this section, "Assets" mean equipment, Software, Intellectual Property and other assets used in providing the Services and "Required Consent" means the consent required to secure any rights of use or access to any applicable Assets required to perform the Services. Unless stated otherwise in an applicable Statement of Work, Contractor is responsible for obtaining any Required Consents relating to Contractor provided Assets. The County will cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request. Unless stated otherwise in an applicable Statement of Work, the County shall be responsible for securing, at its sole cost and expense, any rights of use or access to any of the County-provided Assets or third-party assets identified as the County's responsibility in the applicable Statement of Work.

2.3. *Reserved.*

3. LEGAL COMPLIANCE

3.1. Public Records Laws. Contractor will comply with all laws governing public records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically Contractor must: (a) store County's backed-up data in such a way that each record is individually accessible for the length of the County's scheduled retention as provided to Contractor in writing; (b) at an additional cost and when explicitly stated in an applicable Statement of Work, retain a minimum of two total copies of all County's backed-up data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (c) store and access County's backed-up data in a manner allowing individual records to maintain their relationships with one another; (d) capture relevant structural, descriptive, and administrative metadata to County's backed-up data at the time a record is created or enters the control of Contractor. For avoidance of doubt, this Section 3.1 applies only to County's Data that is being backed-up by Contractor.

3.2. Data Protection Laws. Contractor will comply with all Data Protection Laws that are applicable to the Services provided by Contractor, including those that would be applicable to the Contractor if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services.

3.3. Export Laws. Contractor will comply with all laws governing the export of intellectual property, including, but not limited to the Export Administration Regulations, 15 CFR 730, et seq.

3.4. *Reserved.*

3.5. *Reserved.*

3.6. *Reserved.*

3.7. *Reserved.*

4. WARRANTIES

4.1. Contractor Materials and Third Party IP. Contractor represents and warrants that it owns, or is authorized to use, all Contractor IP, and Contractor-provided third-party IP.

4.2. *Reserved.*

4.3. Open Source Materials. Contractor represents and warrants that all open source materials (OSM) included by Contractor in Deliverables or Software are obtained from a trusted distributor. Unless otherwise specified in this Agreement, if the vendor providing the OSM releases any support, including patching, Contractor will maintain OSM support, including required patching and security updates, which will be provided promptly after

release. The Contractor must not use any materials that allow users to modify or incorporate open source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as "copyleft."

4.4. Access to County Data. Contractor represents and warrants that, unless required by law or regulatory authority, Contractor will not unreasonably prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the County's access to and retrieval of County Data.

4.5. Malware. Contractor represents and warrants that it has not and will not knowingly or intentionally introduce or cause to be introduced Malware in any County IT environment at any time. If Contractor discovers that Malware has been introduced into Software by the Contractor, Contractor must, at no additional charge, (a) immediately undertake to remove such Malware (b) notify the County in writing within one (1) business day of confirming Malware has been introduced, and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

4.6. Resale of Equipment and Software. In the event Contractor resells to the County any equipment or Software that Contractor purchased from a third party, Contractor will, to the extent it is contractually and legally able to do so, pass through any such third-party warranties to the County and reasonably cooperate in enforcing them, at the County's sole cost and expense. Unless otherwise agreed, such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

4.7. Data Security. Contractor represents and warrants that (a) it will not knowingly or intentionally permit any unauthorized access to or cause any loss or damage to County Data or County IP; (b) it will comply with all County security policies that are (i) applicable to the Services, (ii) in place at the start of the Agreement (or as may be modified/updated by the County and agreed to in writing by Contractor), and (iii) are as stated therein during the term of the Agreement, and (c) with regards to Contractor's own internal systems, it will not use any system that is dependent on software or hardware that no longer have appropriate security updates available.

5. INTELLECTUAL PROPERTY

5.1. County Intellectual Property. The County retains all right, title and interest in and to all County IP. Contractor will not be permitted to use any of the County IP for the benefit of any entities other than the County. The County grants Contractor a non-exclusive, royalty free and non-transferable license to use the County's IP solely for the purpose of providing Services pursuant to the terms of the Agreement. Upon expiration or termination of this Agreement, Contractor must cease all use of County IP and must return to the County any County IP then in its possession.

    5.1.1. Contractor Intellectual Property. Contractor Intellectual Property has the same

meaning as such term is used and defined in Article 3(b) of the Agreement. Contractor Intellectual Property also includes "Contractor Technology" which is defined as the technology of Contractor and its licensors, including services, software (in source and object forms), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, report formats and the copyright in such reports (which such copyright excludes County IP), objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Contractor Technology conceived, reduced to practice, or developed during the term of this Agreement. Nothing herein or in any Statement of Work transfers to the County any Contractor Intellectual Property or Contractor Technology, and all right, title and interest in and to Contractor Intellectual Property and Contractor Technology will remain solely with Contractor, its affiliates and their licensors. The County may not use any Contractor Intellectual Property or Contractor Technology for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, the County must cease all use of Contractor Intellectual Property or Contractor Technology and must return to Contractor any Contractor Intellectual Property or Contractor Technology then in its possession.

5.2. Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the County without further consideration all of its right, title and interest in such Developed IP, specifically described and set forth in an applicable Statement of Work, which assignment will be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. At the County's sole cost and expense, Contractor agrees to perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any such Developed IP.

5.3. Residual Knowledge. Nothing contained in this Agreement will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations under this Section 5 (Intellectual Property) or Section 6 (County Data and Confidentiality) relating to confidentiality and non-disclosure, and (c) does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 5, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.

6. **COUNTY DATA AND CONFIDENTIALITY**

6.1. Property of County. All County Data is the sole property of the County. Contractor must not use County Data for any purpose other than that of performing the Services under

this Agreement. Unless otherwise required by law, regulation, or regulatory oversight body, without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, or altered by Contractor or commercially exploited by or on behalf of Contractor.

6.2. Acknowledgment of Importance of Confidential Information. Each party acknowledges the importance of County Data and Contractor Confidential Information, as applicable, and that the disclosing party may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

6.3. Data Recovery. Upon the County's written request Contractor must return all requested County Data to the County or its designee in such a format that the County may reasonably request; Contractor will be given a reasonable period of time to comply with the County's request. At the County's sole cost and expense and with reasonable notice, Contractor will provide County with adequate bandwidth and other resources to remove County Data from Contractor servers. If requested in writing and at the County's sole cost and expense, Contractor will make reasonable efforts to provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the manner used by Contractor. Upon County's written request, and in lieu of return, for media dedicated solely for the County and at the County's sole cost and expense, Contractor must destroy County Data, sanitize any media upon which County Data resides in accordance to NIST Special Publication 800-88 as revised; and upon County's written request, Contractor must provide County with a certificate of destruction in compliance with NIST Special Publication 800-88; the County, at its sole cost and expense, will replace the media. Notwithstanding the foregoing, for any County Data in media that resides in a multi-tenant environment (i.e. SAN, or backups to disk), Contractor will only provide written confirmation that Contractor has logically destroyed any applicable County Data.

6.4. Disclosure Required by Law, Regulation or Court Order. In the event that either party is required to disclose County Data or Contractor Confidential Information, as applicable, in accordance with a requirement or request by operation of law, regulation or court order, the receiving party will, except to the extent prohibited by law: (a) advise the disclosing party thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful; (c) afford the disclosing party a reasonable opportunity to intervene in the proceedings; and (d) comply with the disclosing party's reasonable requests as to the manner and terms of any such disclosure.

6.5. Data Integrity and Loss of County Confidential Information. Data integrity requires that data are complete, consistent, and accurate. As appropriate, Contractor must implement and maintain the security standards or requirements set forth in the Agreement or applicable Statement of Work to maintain accuracy of County Data. Without limiting any rights and responsibilities under Section 7 of this Exhibit, in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Contractor must promptly, at its own expense, except to the extent such disclosure, inaccuracy, or loss is attributable to an act or omission of the County or a

County third-party: (a) notify the County in writing within one (1) business day of notice of disclosure or loss of County Confidential Information; (b) take such actions as may be necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

6.6. Contractor Confidential Information. All Contractor Confidential Information is the sole property of the Contractor. County must use at least the same degree of care to prevent disclosing Contractor Confidential Information to third parties as County exercises to avoid unauthorized disclosure, publication or dissemination of its County Confidential Information of like character. Unless otherwise required by law, regulation, or regulatory oversight body, without the Contractor's express written consent, no Contractor Confidential Information, or any part thereof, may be disclosed, assigned, destroyed, or altered by the County or commercially exploited by or on behalf of the County.

7. DATA SECURITY AND PRIVACY

7.1. General Requirement of Confidentiality and Security. Each party is obligated to maintain the confidentiality and security of all County Confidential Information or Contractor Confidential Information, as applicable, in connection with this Agreement.

7.2. Without limiting Contractor's other obligations under this Agreement, Contractor must implement and/or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest. Contractor must perform all Services using security technologies and techniques in accordance with the terms of the Agreement or applicable Statement of Work and the County's security policies, procedures and other requirements made known to Contractor in writing. The forgoing Contractor obligations will only apply if the County (a) explicitly and in writing identifies all systems that contain Personally Identifiable Information; (b) agrees to store all Personally Identifiable Information on Contractor's standard products that offer data at rest encryption; and (c) agrees to any additional charges necessary to meet these requirements. Additionally, the obligations set forth in this Section 7.2, are conditioned on the following: (i) "in-transit" means when data leaves Contractor's control and (ii) when Contractor manages the entire solution responsible for transmitting the Personally Identifiable Information.

7.3. Security. Contractor must establish and maintain the physical, technical and procedural safeguards as stated in the Agreement or applicable Statement of Work to preserve the security and confidentiality of County Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, loss, destruction or damage. The safeguards must provide a level and scope of security that is not less than the level and scope required under (a) the County Policies, in place as of the effective date of the Agreement; (b) Federal Information Processing Standard 200; (c) then current NIST 800 series standard and successor thereto; or (d) the standards set forth in this Agreement or applicable Statement of Work. The County acknowledges and agrees that

any changes in (a) – (c) in the aforementioned may require a change to Contractor's cost structure associated with the security being provided, thus any changes in (a) – (c) must by documented through a Change Order as stated in Article 10(a)(iii).

7.4. Contractor Personnel. Contractor will oblige its personnel performing Services under this Agreement to comply with applicable Data Protection Laws and to undertake only to collect, process or use any County Data necessary to perform the Services and not to make the aforementioned available to any third parties except as specifically authorized hereunder. Contractor must ensure that, prior to performing any Services or accessing any County Data or other County Confidential Information, all Contractor personnel who may have access to the aforementioned must have executed agreements with Contractor concerning access, protection and maintaining confidentiality of data.

7.5. Information Access. Contractor may not attempt to or permit access to any County Confidential Information by any unauthorized individual or entity. Contractor must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible.

7.6. Encryption Requirement. Contractor must encrypt all County Confidential Information. Contractor must encrypt the aforementioned in motion, and at rest in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.

7.7. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personally Identifiable Information, it will act only on instructions and directions from the County unless otherwise required by law, regulation or regulatory oversight body.

7.8. Data Subject Right of Access and Rectification. If the County is required to provide or rectify information regarding an individual's Personally Identifiable Information, Contractor will reasonably cooperate with the County to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor will notify the County of such request as soon as reasonably practicable.

7.9. Data Minimization. Contractor must implement procedures to minimize the collection of Personally Identifiable Information.

8. DATA BREACH

8.1. Notice to County. Contractor must provide the County with written notice of any Data Breach promptly following, and no later than one (1) business day following, the notice of the occurrence of a Data Breach. Such notice must summarize in reasonable detail the

nature of the County Data that may have been exposed. Unless otherwise required by law, regulation or regulatory oversight body, Contractor must not make any public announcements relating to such Data Breach without the County's prior written approval.

8.2. Data Breach Responsibilities. Upon discovery of an actual loss, or confirmed unauthorized use, access, or disclosure, of County Data, Contractor must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. If such loss or unauthorized use, access or disclosure is solely attributable to an act by Contractor, then Contractor must fully cooperate with County, and is solely responsible for: (a) investigating and resolving any data privacy or security issue; (b) providing County with a root cause analysis of the breach, (c) notifying any affected persons (solely at County's direction, unless otherwise required by law, regulation or regulatory oversight body) and governmental regulators, as applicable; and (d) recovering affected data or information, to the extent possible, and (e) provide County with a corrective action plan acceptable to County.

8.3. Notice to Impacted Parties. Unless otherwise stated by law, regulation or oversight body, the County has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in County's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

8.4. Costs. In the event of a Data Breach that is solely attributable to an act or omission of Contractor or Contractor's Subcontractors, as part of such remediation and subject to the liability cap set forth in Article 3(h)(Limitation of Liability), Contractor must pay all cost and expense of County's compliance with any of County's notification obligations, as well as the cost of credit monitoring services for affected individuals.

9. AUDIT RIGHTS

9.1. Service Organization Control (SOC 2), Type II Audits. Unless stated otherwise in an applicable Statement of Work, or Amendment and upon written request, Contractor must, at least once annually, at its sole cost and expense provide to the County and its auditors a SOC 2, Type II report, or equivalent, for all Contractor locations at which the County Data is processed or stored.

9.2. Subcontractor Agreements. Unless stated otherwise in an applicable Statement of Work, Amendment or the like, Contractor must ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the County's audit rights.

10. REMOVAL OF CONTRACTOR MATERIALS

10.1. Removal of Contractor Materials. Contractor is responsible, at its own expense, for de-installation and removal from the County facilities any equipment owned or leased by

Contractor, that is not being transferred to the County under the Agreement, subject to the County's reasonable procedures and in a manner that minimizes the adverse impact on the County.

11. MISCELLANEOUS

11.1. Survival. Sections 1 (Definitions for Special Conditions), 5 (Intellectual Property), 8 (Data Breach), and 9 (Audit Rights) will survive the expiration or termination of this Agreement for a period of five (5) years. Sections 6 (County Data and Confidentiality) and 13 (Miscellaneous) will survive for a period of ten (10) years from the expiration or termination of this Agreement (including any Exit Assistance Period). Notwithstanding the foregoing, Contractor's obligations under Section 8 (Data Breach), Section 9 (Audit Rights) and Section 6 (County Data and Confidentiality) will cease upon the return or destruction of County Confidential Information as required by this Agreement; except that the terms of Section 8 (Data Breach) will survive as stated in the foregoing in the event that County is notified of a breach that occurred during the term of the Agreement.

11.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement.

11.3. No Click-Wrap or Incorporated Terms. The County is not bound by any content on the Contractor's website, in any click-wrap or other similar document.

EXHIBIT 10

Change Order Tamplate

Cook County and Ensono, LP

Change Order [Name]

Change Order Date:	[Date]	Contract No.:	[Contract Number]

This Change Order to the Contract No. [Contract Number] dated [Date] (Agreement) by and between County of Cook, Illinois ("County") and Ensono, LP ("Contractor") is effective as of the Change Order Effective Date as set forth in section X below. Capitalized terms not otherwise defined herein have the meanings given them in the Agreement.

1. Required Change:	
2. Purpose of the Change:	
3. Change Order Effective Date:	
4. Scope of the Change:	
5. Assumptions:	
6. Change Order Charge:	
7. Acceptance and SLA	County will be deemed to have accepted the Services that materially conform to the County specifications, unless County provides Contractor with written notice describing any failure to conform in reasonable detail not later than three (3) business days following County's receipt thereof. In the event of any such failure to conform, Contractor shall have a reasonable period of time, based on the severity and complexity of the non-conformance, to deliver a conforming Service.

	Printed Name/Title	Signature	Date
Ensono Approval Signature:			
County Approval Signature:			