



The terms of this Support Services Addendum (this “Addendum”) are in addition to the Unisys Master Agreement for Products and Services available at <http://www.unisys.com/ms/terms-and-conditions> or other written agreement you may have with Unisys, as applicable (the **Agreement**). This Addendum applies to Support Services for Products identified in a written schedule (**Schedule**) to the Agreement, whether ordered from Unisys or an authorized Unisys reseller or as part of a Marketplace Subscription License. The terms of this Addendum will control over any contradictions with terms of the Agreement. Except as defined in this Addendum, all capitalized terms shall have the meaning used in the Agreement.

Section A. Definitions and General Terms and Conditions

Principal Period of Maintenance (PPM) means 8:00 AM to 5:00 PM, Client’s local time, Monday through Friday excluding Unisys designated holidays.

Commencement Date means, unless specified otherwise on the Schedule, (i) for the initial Order for Support Services for the Product, the latest of the date the Product is shipped by Unisys or downloaded by Client or Unisys accepts an Order for Support Services and (ii) for renewals and extensions, the anniversary of the Commencement Date of the initial Order for Support Services under (i) above.

7 X 24 means seven (7) days per week, twenty-four (24) hours per day including Unisys designated holidays.

Next Business Day (NBD) Service means Unisys will make every reasonable effort to respond to Client’s request for on-site Support Services received during a PPM no later than the close of business of the next PPM.

4 Hour Response (4HR) means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to Client’s requests for on-site Support Services within four (4) hours. Response is measured, during the Client’s contracted hours of coverage, from the time that Unisys receives the request for service from Client until Unisys arrives at Client’s site.

2 Hour Response (2HR) means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to the Client’s request for on-site Support Services within two (2) hours. Response is measured from the time that Unisys receives the request for service from Client until Unisys arrives at Client’s site.

Off Hours means all contracted hours of Support Services other than the PPM.

Primary Service City means an area that includes a 50-mile (80-kilometer in Canada) radius from the center of a Unisys designated Primary Service City. If Unisys moves its Primary Service City or Client relocates its site so that Client’s site is no longer within a 50-mile (80-kilometer in Canada) radius from the center of a Unisys Primary Service City, Unisys reserves the right to adjust 2HR and 4HR or to change the contracted Service Level.

Failed Unit means a unit of equipment enrolled under Support Services, which is identified by Client as not in working order and deemed eligible by Unisys for exchange.

Client Replaceable Unit (CRU) means a component or other non-critical plug-in assembly delivered to the Client on the next business day for Client’s personnel to affix the repair/replacement.

Exchange Unit means new, repaired, or previously used equipment in working order that Unisys conveys to Client as a replacement for a Failed Unit. The Failed Unit will become the property of Unisys upon Client’s receipt of the Exchange Unit or, if later, upon receipt of the Failed Unit by Unisys. Client warrants that title to the Failed Unit and Unisys warrants that title to the Exchange Unit will be free and clear of all claims, liens, and encumbrances including security interests.

Service Levels mean various groupings of the Services Elements described in Section B.

Initial Term of Services means that unless specified otherwise on the Schedule or in the Agreement or a Marketplace Subscription License, the Initial Term for Support Services will be twelve (12) months from the Commencement Date. The Term of Services for Support Services included in a Marketplace Subscription License, whether Initial Term, renewal, or extension, is the subscription term of the applicable Marketplace Subscription License. Except as specified in Section C of this Addendum, Products subsequently added to a system already enrolled under Support Services must be enrolled at the same Service Level as the system to which it is attached. Unless otherwise specified on the Schedule, the Initial Term of Support Services for Products subsequently enrolled under Support Services will end with the applicable term of Support Services for those previously enrolled Products and, for purposes of changes to Support Services charges, will be deemed to have the same anniversary of the Commencement Date of Services as those previously enrolled Products. Unless otherwise provided in the Support Services Schedule, Unisys will invoice Client for Support Services for Metered Software for the Term in advance. If Client depletes its MIPS Balance to zero before the end of the Term of Usage for the Metered Software specified in Client’s Metered Software Schedule, any Support Services charges for such Metered Software that have not already been prepaid for the remaining period of the Support Services Term will be immediately due and payable by Client. Unisys may change Support Services charges on each anniversary of the Commencement Date upon ninety (90) days prior written notice to Client. Unisys may charge Client time and material rates for service on Products that are not identified by the manufacturer’s style and model number on the Schedule or for service on enrolled Products that are outside the scope of the contracted services. Unisys may terminate Support Services upon at least thirty (30) days advance written notice if Unisys determines that any alterations, attachments, or Software modifications not authorized by Unisys or failure to install a maintenance release will interfere with Unisys provision of Support Services. Unisys may terminate Support Services, modify Service Elements, Service Plans or discontinue Support Services for Products upon the earlier of (a) ninety (90) days prior notice via written notification or posting by Unisys at its support website: www.support.unisys.com or (b) at the expiration of the then-current Term, whether the Initial Term or any renewal or extension of the Initial Term, for those Support Services. If Client does not want to continue receiving the Support Services under such changed terms, Client may end contracted Support Services by giving Unisys written notice no later than thirty (30) days prior to the end of this ninety (90) day period and Unisys will refund any unearned payments for the Support Services. Either party may terminate Support Services effective upon expiration of the applicable term upon thirty (30) days prior written notice. Following the Initial Term, Support Services for Products (other than Software licensed under a Fixed Term Plan (FTP) and appliances sold with Unisys Stealth Software) will continue on an annual renewal basis at Unisys then-current list prices until terminated or canceled according to the terms of the Agreement.

Hosting Provider means a provider of hosted public cloud resources and a marketplace or cloud based-storefront, or both, through which software applications may be acquired for use with and run only in the public cloud resources provisioned from the Hosting Provider.

Marketplace Subscription License means a license acquired in a Hosting Provider’s marketplace or cloud-based storefront to install and run a Unisys Software Product only in the Hosting Provider’s public cloud on a subscription basis.

Section B. Description of Service Elements

Equipment On-Call Remedial Maintenance includes on-site repair or Exchange Unit service of equipment, at Unisys option, if a problem remains unresolved after Client has utilized Support Center Services as prescribed.

Replacements for certain failed components such as keyboards, mice, and other non-critical plug-in assemblies designated by Unisys as Client Replaceable may, at Unisys option, be shipped directly to Client for Client installation. Should Client elect to have the Unisys Customer Infrastructure Representative visit the site to install such components, additional charges may apply.

Mail-In Service allows Client, at its expense and risk, to ship a Failed Unit to the Unisys designated location. Within seven (7) business days of receipt, Unisys will, at its option, either repair the Failed Unit or give Client an Exchange Unit.

Advance Exchange Service allows Client to notify Unisys of a Failed Unit enrolled in Support Services. Upon notification, Unisys will ship an Exchange Unit to the Client using a next day delivery service. Client will install the Exchange Unit and shall ship the Failed Unit to Unisys within fourteen (14) days after Client's receipt of the Exchange Unit. Client agrees to pay Unisys an additional fee, as determined by Unisys, if Client fails to return Failed Unit within fourteen (14) days of Client's receipt of Exchange Unit. Advance Exchange Service is limited to selected equipment.

Equipment Maintenance Parts are parts required for Product repairs made by Unisys personnel. NBD, 2HR and 4HR do not apply to Parts availability.

Essential Engineering Changes are changes released by Unisys for safety purposes or changes Unisys determines are essential to the performance of equipment. Changes will be installed at a mutually acceptable time during the applicable hours of contracted coverage. For non Unisys equipment, Unisys will install Essential Engineering Changes (a) based upon the availability of required materials at no cost to Unisys, and (b) at current hourly labor charges.

Electronic Call Home Support allows Unisys Support Centers to receive system data via the Internet from Client and perform remote failure analysis. Client will supply the equipment, software, and communication facilities to use the Electronic Call Home Support capabilities of the Product as outlined in the Unisys product support plan. If Client does not permit Unisys to use Electronic Call Home Support as defined in the Product's support plan, Client agrees to pay additional charges for Support Services as determined by Unisys. Electronic Call Home Support is limited to selected products.

Equipment Preventive Maintenance, including the installation of engineering changes deemed appropriate by Unisys, will be performed at Client's location according to the manufacturer's recommendations at a mutually acceptable time during the applicable hours of contracted coverage.

Support Center Service provides assistance, (7X24 by only voice communications for Support Services included in Marketplace Subscription Licenses and during the PPM by electronic or voice communication for Support Services for other than Marketplace Subscription Licenses), on operating the Products, identifying Product errors or malfunctions and advising on known detours, reporting software problems via a User Communication Form (UCF), and determining the need for on-site Support. On-site support is excluded from Support Services for any Marketplace Subscription License. Support Center Services during Off Hours consist of expediting response to network down and system emergencies.

Services Not Included in Support Services

Support Services do not include: (a) repair of failures due to manufacturer's design defects or workmanship; (b) repair of failures due to abuse, accidents, neglect, or improper use, including damage to LCD screens or other Laptop Computer components; (c) repair of failures due to disaster or external factors (including failure or fluctuation of electrical power or air conditioning, fire, or flood); (d) repair of failures due to excessive use, wear, and tear, which is in excess of manufacturer's recommended duty cycle;

(e) refurbishment including restorations due to obsolescence (when parts for Equipment are not readily available on commercially reasonable terms) or end of life cycle failures including phosphorus "burn in" or "low intensity" characteristics of monitors; (f) repair of machines not identified as Equipment; (g) the loading of software, software configurations or any data files; (h) the backup of any data files; (i) supplies not obtained from Unisys or replacement of supplies expended during operation of devices (including batteries, ink and other consumables); and, (j) Product(s) for which Unisys has discontinued engineering support.

If Unisys determines Equipment requires refurbishment rather than repair, Unisys will notify Client and remove the Equipment from Support Services.

Client may ask Unisys to do the refurbishment on an hourly billable service basis and Unisys may provide refurbishment of Equipment subject to the availability of parts, manufacturer's support, and trained personnel.

User Communication Service provides for reporting of suspected Product errors or malfunctions or suggested new feature changes. Unisys will make reasonable efforts to provide detours or corrections for Unisys Products or non Unisys Products if available to Unisys at no additional charge from the vendor. Client will install all error corrections except for Marketplace Subscription Licenses, which will be provided to, and installed by, the Hosting Provider according to the arrangements between the Hosting Provider and Unisys. User Communication Service and UCF submissions are available only for Products for which Unisys is then currently providing development center support (also called engineering support).

Software Maintenance Release Service provides error corrections and maintenance releases that Unisys develops or provides for currently supported Software level(s). Unisys licenses these releases only for use on the designated computer system(s) or, for Software licensed under a Marketplace Subscription License, in an environment provided and hosted by a Hosting Provider, in each instance under the applicable license agreement. Client will install all applicable error corrections and maintenance releases except for Marketplace Subscription Licenses, which will be provided to, and installed by, the Hosting Provider according to the arrangements between the Hosting Provider and Unisys. Certain software products may require a Unisys Subscription Service in order to receive Software Maintenance Release Service.

Electronic Support Service provides Client with access to an Internet web site to place Product service requests, to obtain information on known errors and corrections, and to receive information on Unisys products and services. Software Support Services included in a Marketplace Subscription License do not include Electronic Support Service as a Service Element.

Software On-Site Support provides software support at the Client's site if Unisys determines that a Software Product problem remains unresolved and on-site assistance is required, after Client has used Support Center Services as prescribed. Desktop and selected non Unisys software Products are not eligible for Software On-Site Support.

Systems Operations Review provides an annual meeting, at a time mutually agreed to between Unisys and Client, to conduct a computer systems operation review. Client is responsible for scheduling the meeting. This service applies to systems designated by Unisys as enterprise servers or mainframes.

Support Center Response Commitment (available only during the PPM) provides electronic or voice response by Unisys to Client's declared emergencies no later than one (1) hour after receipt of Client's request for service at the Support Center designated by Unisys.

Section C. Service Level Descriptions

The following describes the six Service Levels and the Service Elements included in each of the Service Levels. **Not all Service Elements and Service Levels are available for all Products. Refer to Descriptions of Service Elements for additional details.** Individual Service Elements contained in a higher Service Level than contracted are provided at Client request, as available, at then-current Unisys conditions and charges. All hardware and software Products within a system configuration must be enrolled under the same Service Level except for desktop and network products and application software. All Client Replaceable Units are shipped to the Client to arrive the next business day regardless of the service level subscribed.

Service Elements	Service Levels – Hardware Support Services					
	1 <i>Mail-In</i>	2 <i>Advanced Exchange</i>	3 <i>Standard PPM</i>	4 <i>Standard PPM</i>	5 <i>Business Critical 7X24*</i>	6 <i>Business Critical 7X24*</i>
Equipment On-Site Remedial Maintenance Service			NBD*	4HR	4HR	2HR
Mail-In Service	X					
Advance Exchange Service		X				
Equipment Maintenance Parts	X	X	X	X	X	X
Essential Engineering Changes	X	X	X	X	X	X
Electronic Call Home Support			X	X	X	X
Equipment Preventive Maintenance			X	X	X	X

*Note: CRU maintenance plans are required.

Service Elements	Service Levels – Software Support Services					
	1**	2	3	4	5	6
Support Center Service	X	X	X	X	X	X
User Communication Service	X	X	X	X	X	X
Software Maintenance Release Service	X	X	X	X	X	X
Electronic Support Service	X	X	X	X	X	X
Software On-Site Support					X	X
Systems Operations Review					X	X
Support Center Response Commitment						X

* Certain Support Services are only available during the PPM and/or may be limited during Off Hours as described in this Addendum.

** Support Services included in a Marketplace Subscription License consist of **Software Support Services, Service Level 1 minus** Electronic Support Services.