

## **Schedule 18.2 — Third-Party Contracts**

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**1. OVERVIEW**

This Schedule 18.2 lists Third-Party contracts into which Contractor enters or of which Contractor accepts assignment and that are subject to the limitation of liability set forth in Section 18.2(e) of the Agreement. This list may be updated from time-to-time by written agreement of County and Contractor, which must be signed by the County CIO and the Contractor's Account Executive. For purposes of clarity, any Third-Party contract not listed on this Schedule 18.2 shall be subject to the terms of the Agreement, including Section 18.2 and shall not be subject to the limitation of liability table set forth in Section 18.2(e).

Only those agreements between Contractor and Third-Parties satisfying one of the following requirements may be added to this Schedule 18.2.

1. Agreements entered into by the County and assigned to Contractor and for which Contractor does not receive remuneration from the County through a resource unit set forth in Schedule 16.1, except that payment of the Third Party Negotiation – Large or Third Party Negotiation – Small Resource Unit shall not independently prevent the inclusion of the Third-Party Contract in this Schedule 18.2.
2. Agreements entered into by Contractor at County's direction, that are not part of a master agreement maintained by Contractor, and for which Contractor does not receive remuneration from the County through a resource unit set forth in Schedule 16.1, except that payment of the Third Party Negotiation - Large or Third Party Negotiation – Small Resource Unit shall not independently prevent the inclusion of the Third-Party Contract in this Schedule 18.2.

The following examples are illustrative of the foregoing:

Example 1 – County Assigned Contract

County enters into an agreement for automobile parts tracking and inventory software for its auto mechanics. That software is loaded into the Contractor data center and the license is assigned by County to Contractor. That license would be added to this Schedule 18.2 and would be subject to the liability limitations set forth in Section 18.2(e).

Example 2 – Contractor Acquired Contract

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County requests that Contractor obtain specific software for County for automobile parts tracking and inventory for County's auto mechanics. Contractor obtains that software and loads it into Contractor's data center. That license would be added to this Schedule 18.2 and would be subject to the liability limitations set forth in Section 18.2(e).

### Example 3 – Contractor Acquired Contract

Contractor purchases additional Hardware or Software to support Third-Party Software assigned by County or Third-Party Software acquired by Contractor at County direction (e.g. additional servers or OS licenses). The additional Hardware and Software contracts would not be added to this Schedule 18.2 and would be subject to the general liability provisions of Section 18.2.

### Example 4 – Contractor Acquired Contract

Contractor contracts for additional Help Desk Services to comply with the Help Desk requirements of Schedule 4.3. That contract would not be added to this Schedule 18.2 and would be subject to the general liability provisions of Section 18.2.

### Example 5 – Contractor Acquired Contract

County requests a new service – virtualized desktops – which require a new resource unit. Contractor obtains Contractor selected and County approved Hardware, Software and other Services required to provide that service. Those contracts would not be added to this Schedule 18.2 and would be subject to the general liability provisions of Section 18.2.

### Example 6 – Contractor Acquired Contracts

Contractor contracts for application development services using the application development procedures in Schedule 4.3 or through the application development process set for the Section 7.3 of Appendix 4.3 – Application Development Services. That contract would not be added to this Schedule 4.3 and would be subject to the general liability provisions of Section 18.2.

### Example 7 – Enterprise Agreements

County obtains a license from Microsoft for the use of Microsoft products. That license provides that Contractor may use the Microsoft products on Contractor's Hardware and to provide Services to County. That license would not be added to Schedule 18.2 and would be subject to the general liability provisions of Section 18.2.

**2. LIST OF THIRD-PARTY CONTRACTS**

**END OF SCHEDULE**