IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
200 E MAIN ST
LEXINGTON, KY 40507-1310

SUBMITTED BY:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Supplement Number:	CFT63AF
Package ID:	20131101173958
Date Generated:	11/01/2013
This offer is good until:	01/01/2014

Supplement for Multivendor Information Technology Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Multivendor Information Technology Recovery Services (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
200 E MAIN ST
LEXINGTON, KY 40507-1310

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Covered Address:

200 E MAIN ST
LEXINGTON, KY 40507-1310

REFERENCE NUMBERS

Attachment:	B000715
Agreement:	HQ12291
Customer:	5142941
Enterprise:	5143106

CONTRACT PERIOD

Start Date:	01/01/2013
End Date:	12/31/2016

SUPPLEMENT

Number:	CFT63AF
Effective Date:	01/01/2014
Revision (yes/no):	Yes
Renewal (yes/no):	No

Primary Recovery Site

Sterling Forest, NY

Monthly Charges

Total Monthly Charge:	$910
Minimum Total Monthly Charge:	$910

Recovery Charges

Initial Recovery Charge:	$1,820
Day(s) Included in Initial Recovery Charge:	2
Daily Recovery Charge per day thereafter:	$910

Recovery Exercise

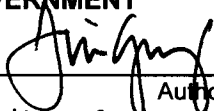|	
Initial Contract Period Year 1 – Total Hours:	48
Number of Exercises:	1
Each subsequent twelve-month period – Total Hours:	56
Number of Exercises:	1
Additional Recovery Exercise Time, per 4-hour block:	$600
Additional Recovery Exercise, per Exercise:	$1,200

General

Telecommunications

One-Time Charge:	$0

Usage charges are billed separately.
Work area space allocated at time of Event.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 01/01/2014.
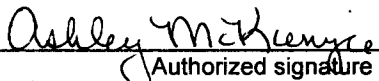
Agreed to:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By _____
                    Authorized signature

Title: MAYOR

Name (type or print): JIM GRAY

Date: 12-16-13

Customer identification number: 5142941

Agreed to:
International Business Machines Corporation

By _____
                    Authorized signature

Title: Client Representative

Name (type or print): Ashley McKenzie

Date: 11/14/2013

Attachment number: B000715

Customer Name: LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

Processor type/model: 2096 B01

Customer Number: 5142941

Address: 200 E MAIN ST
LEXINGTON, KY 40507-1310

Primary Recovery Site: Sterling Forest, NY

Contract Number: CFT63AF.1.1.3

Equipment Configuration

Quantity Or Units	Type	Model	Product Description

2096/B01[1]

1   2096   B01   IBM System z9 Business Class
4   2096   GB1   IBM 2096 Memory - 1st 2096
  Provides 1 GB of processor memory on the first 2096.
2   MAINFRAME   VM   VM Guest Selection (No cost)
7   DSDISK0   FN   IBM Disk System
  Includes: 250 GBs of RAID protected Tier 1 IBM
      disk, with PTC, PAV, HPAV authorization and
      and FICON host connectivity

1   3490   X40   Tape Cartridge Unit E-Series
  Includes: 1 - 3490 A20 Control Unit per 4 - 3490 X40.
      Each unit of 3490 X40 contains (4) 36-Track Drives.
8   3270   PC   PC with 3270 emulation
  Personal Computer configuration including a Fast Ethernet port,
  Windows, and TN3270E 3270 terminal emulation software.
  Prerequisite: 2074 Ethernet port with IBM assigned TCP/IP address.
1   9074   005   Non-SNA 3270 Controller
  Includes: 2 FICON ports and 3 Ethernet ports
  Prerequisite: A "3270 PC" solution is required for local non-SNA
      support. Support for any other PC connection
      requires a "REMCONS PKG1" solution.
2   2096OE2   1000   2096 OSA-Express2 1000BASE-T
  Includes: One 2096 OSA-Express2 1000BASE-T Ethernet port.
  Maximum of four 2096OE2 1000 supported per 2096 processor.

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CONTRACT DOCUMENTS

FOR

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
200 E MAIN ST
LEXINGTON, KY 40507-1310

SUBMITTED BY:

Attn: BCRS Contract Operations
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GOVERNMENT
200 E MAIN ST
LEXINGTON, KY 40507-1310

REFERENCE NUMBERS

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Agreement:	HQ12291
Customer:	5142941
Enterprise:	5143106

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End Date:	12/31/2016

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

SUPPLEMENT

Number:	CFT63BF
Effective Date:	01/01/2014
Revision (yes/no):	Yes
Renewal (yes/no):	No

Covered Address:

200 E MAIN ST
LEXINGTON, KY 40507-1310

Primary Recovery Site

Sterling Forest, NY

Monthly Charges

Total Monthly Charge:	$4,200
Minimum Total Monthly Charge:	$4,200

Recovery Charges

Initial Recovery Charge:	$8,400
Day(s) Included in Initial Recovery Charge:	2
Daily Recovery Charge per day thereafter:	$4,200

Recovery Exercise

Initial Contract Period Year 1 – Total Hours:	48
Number of Exercises:	1
Each subsequent twelve-month period – Total Hours:	104
Number of Exercises:	1
Additional Recovery Exercise Time, per 4-hour block:	$600
Additional Recovery Exercise, per Exercise:	$1,200

General

Telecommunications

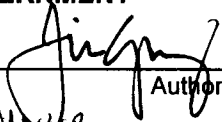|	
One-Time Charge:	$0

Usage charges are billed separately.
Work area space allocated at time of Event.

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IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 01/01/2014.

Agreed to:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By _____
Authorized signature

Title: MAYOR

Name (type or print): JIM GRAY

Date: 12-16-13

Customer identification number: 5142941

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

Title: Client Representative

Name (type or print): Ashley McKenzie

Date: 11/14/2013

Attachment number: B000715

Customer Name: LEXINGTON-FAYETTE URBAN COUNTY
                         GOVERNMENT   Processor type/model: NULLCPU STOR

Customer Number: 5142941

Address: 200 E MAIN ST
                         LEXINGTON, KY 40507-1310

Primary Recovery Site: Sterling Forest, NY

Contract Number: CFT63BF.1.1.3

Equipment Configuration

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Quantity  Type      Model      Product
Or Units                       Description
--------  --------  ---------  --------------------------------------------
NULLCPU/STOR[1]
   1    NULLCPU   STOR      Enterprise Disk & Tape Storag
  86    SANDISK1  FC          250 GBs  FC SAN Disk
        Includes: 250 GBs of RAID protected Tier 1 disk capacity
        with Fibre Channel connectivity. The disk technology
        may be attached to an IBM SAN Volume Controller versus
        direct attached to the contracted servers.
        BCRS technicians will manage and configure the
        connectivity between devices.
   1    3584I     BASE      IBM 3584 Tape Library
      Includes 3584-L22 with 16 cartridge I/O station,
          199 cartridge capacity, FC connectivity.
          Advance Library Management System,
          Encryption Configuration, Control
          and Data Path Failover.
   2    3584I     D22       IBM 3584-D22 Tape Storage
      Includes 1 3584-D22 tape storage to 3584I BASE
          with 360 cartridge capacity.
          Prerequisite: 3584I BASE configuration
  10    3584I-FC  E05       IBM TS1120 Tape Drive
      Adds one 3592-E05 Fibre Channel tape drive with encryption
      feature to 3584I BASE.
      Prerequisite: 3584I BASE configuration.
      For iSeries use select one 940X/5704 8XX or 940X 5704 5XX
      for each 3584I-FC E05
   4    3590-FC   E11       IBM 3590-E11 FC Tape Drive
      Includes: 1 3590-E11 tape drive with 1 Fibre channel interface
      For iSeries (1) 940X/5704 8XX Fiber Chan Tape Ctrl 5.2.0 must be
      selected with each 3590-FC E11 tape drive.
  10    INT/MM    IBM       MultiMegabit Internet Access
      Includes: - Local access to ISP point of presence from the IBM
              provided recovery facility.
            - Network interface equipment and IP router at
              the IBM provided recovery facility.
            - Wide area network interface and appropriate
              Ethernet port on IP router.
            - 29 registered IP addresses from a shared address
              pool.  For additional addresses subscribe to
              INT/ADDR XYZ.

   Notes:
     - Each selection of Qty 1 is equivalent to 1Mb Internet Access
     - This Internet solution uses shared resources available to
       customers at all recovery locations in the U.S. The
       additional Internet Access terms in your contract apply.
     - Available during recovery exercise or outage emergency
```

only.
2   LINE   000   Analog Dial Line
1   REMCONS   PKG1   Hotsite Remote Console Access
    Console infrastructure access
    Support for Serial and GUI Users
    Secure Access/Firewall Front End
1   WEBVPN   10   Remote Access SSL WebVPN
  Includes: Remote access to the IBM recovery center via
           customer web browser.

   - 10 UserID's
   - Broadband (Internet) gateway with appropriate microcode at
   IBM recovery center.
   - private 192.168.net addresses will be assigned to users.
   - IBM design of IP tunneling function between customer end-user
   device(s) and SSL VPN gateway at IBM recovery center.
  NOTES:
   - IBM will provide certain configuration parameters including
   userid and password for use during exercise and outage.
   - Customer is responsible for providing Internet Explorer
   or Netscape web browser on their end user PCs.
   - Customer is responsible for providing Internet access for
   their end users.
   - Customer agrees to comply with prerequisites and implement
   instructions provided.
1   CIASA   5540   Cisco Adaptive Security Appl
  Includes: Cisco Adaptive Security Appliance 5540 with:
   - 2GB DRAM
   - (4) 10/100/1000 Copper Ethernet interfaces
   - (1) 10/100 management FastEthernet interface
   - 5000 VPN peers
   - Adaptive Inspection and Prevention Security Services Module 20
   (AIP-SSM-20)(Includes IDS)
   - (2) Virtual Firewall contexts
   - (2) SSL VPN licenses
   - IDS/IPS Capable

Amendment to the IBM Customer Agreement
Attachment for Multivendor Information Technology Recovery Services

Applicable Supplement Number(s): All in U.S.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("you") and International Business Machines Corporation ("IBM") agree that the following terms and conditions amend the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services, specifically for the above Supplement Number(s) as follows:

1. In Section 4, "Contract Period", subsection "Termination", after the first and only paragraph, insert the following one new paragraph:

    Notwithstanding the preceding paragraph, during the period of 01/01/2016 through 12/31/2016 and on three (3) months' written notice and payment of an adjustment charge, you may terminate any of your Subscriptions before the End Date specified in the then current Supplement for Multivendor Information Technology Recovery Services of such Subscription if you develop or acquire an internal backup solution similar to the Multivendor Information Technology Recovery Services IBM provides you. The adjustment charge will be the sum of the then current Total Monthly Charges of the terminated Supplement(s), multiplied by twenty percent (20%) multiplied by the number of months, full or partial, remaining until the End Date in the terminated Supplement(s).

2. At the end of Section 5 "Charges", insert the following one new subsection:

    ### Guaranteed Monthly Charges

    Notwithstanding the foregoing, during the period of 01/01/2014 through 12/31/2016, your Total Monthly Charges will be fixed and firm unless you request changes (additions and/or deletions) to a Configuration, in which case IBM will adjust your Total Monthly Charge, subject to the Minimum Total Monthly Charge of the Subscription for which the change is being requested. Any such adjustment will be based on IBM's then current prices for the adjusted item.

    Guaranteed Monthly Charges does not apply to Usage Charges (Initial Recovery Charge, Daily Recovery Charge, Additional Exercise Time Charge, and Cold-Site Daily Charge), Telecommunications Charges (One-Time Charge, Recurring Charge, and Usage Charge), or Temporary Transfer of Configuration Charges (Temporary Transfer of Configuration for Exercise and Temporary Transfer of Configuration for Recovery).

    Under Guaranteed Monthly Charges, unless you make changes, IBM may increase the Total Monthly Charge only at Subscription renewal. If IBM intends to exercise this right, IBM will provide you written notice at least three months before the End Date of the current Contract Period.

3. At the end of Section 7 "Other Terms", insert the following new subsection:

    ### Intel Server OS Preload Services

    Under Intel Server OS Preload Services, in conjunction with an Event, IBM will load an operating system onto Intel servers at a Recovery Site.

    #### IBM Responsibilities - Intel Server OS Preload Services

    Intel Server OS Preload Services will be limited to the activities described in this Subsection, and will be provided on the quantity of Intel Server(s) identified in a Supplement as being subscribed to Intel Server OS Preloads.

    As necessary throughout the Contract Period, IBM will:

    a. provide you with Workplace Recovery Services Preload worksheets;

    b. review the completed Workplace Recovery Services Preload worksheets configuration parameters; and

c.   notify you of any Intel Server upgrade or refresh performed at the Primary Recovery Site, so you can make any required modifications to your configuration parameters of the operating system to allow you to make better use of a Recovery Site during an Event.

During an Event, IBM will:

a.   preload the base operating system onto Intel Server(s) at the Recovery Site;

b.   install hardware drivers onto the Intel Server(s);

c.   install applicable operating systems service pack(s); and

d.   turn control of such Intel Server(s) over to you.

<u>Your Responsibilities - Intel Server OS Preload Services</u>

You agree to:

a.   within 20 business days of subscribing to Intel Server OS Preload Services, provide IBM with:

    (1)   the completed Workplace Recovery Services Preload worksheets via the IBM BCRS website (Customer Connect); and

    (2)   information, on which IBM may rely, relating to IBM's performance of Intel Server OS Preload Services;

b.   as necessary throughout the Contract Period:

    (1)   maintain the Workplace Recovery Services Preload worksheets to incorporate any modifications or updates necessary to reflect your current system configuration parameters;

    (2)   provide IBM with requested changes to the Workplace Recovery Services Preload worksheets two (2) weeks prior to a scheduled Event or as soon as feasible following your declaration of an Outage Emergency;

    (3)   upon receipt from IBM of notification of upgrades and/or refreshes to the Intel Server(s) at a Recovery Site, provide operating system configuration parameters to IBM that reflect such upgrades and/or refreshes;

c.   during an Event, assume control of the Intel Server(s) at the Recovery Site after IBM completes loading the specified operating system(s) onto them.

<u>Charges for Intel Server OS Preload Services:</u>

You agree to pay the Monthly Charge for Intel Server OS Preload Services. Such charge is included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services.

4.   At the end of Section 7 "Other Terms", insert the following one new subsection:

Operating System Restore

Under Operating System Restore ("OSR"), IBM will load part of or all of the operating system image(s) you provide onto the Configuration that IBM is providing to you for use during an Event. OSR relates to activities which are your responsibility to perform as part of your Subscription to Multivendor Information Technology Recovery Services, but which IBM agrees to perform for you under this subsection.

IBM will issue an Addendum for Operating System Restore to specify the details for each Subscription for which IBM is to perform OSR.

<u>IBM Responsibilities for Operating System Restore</u>

For the Subscription identified in an Addendum for Operating System Restore, following your declaration of an Outage Emergency and for the number of Exercises specified in such Addendum under "Number of Exercises - Initial Contract Period Year 1" and "Number of Exercises Each Subsequent 12-Month Period", IBM will:

a.   load the operating system you provide onto the Configuration as follows:

    (1)   for a Configuration that includes an RS/6000 machine, and for the number of images specified in the Addendum by "RS/6000 -MKSYSB Restore":

    (2)   using the standard RS/6000 save/restore "MKSYSB" procedures and the backup media you provide to IBM, load your RS/6000 operating system;

(3)   for a Configuration that includes a Sun machine, and for the number of images specified in the Addendum by "SUN – OS Install":
"cold" install your operating system from CD-ROM provided by you, and apply patches to your operating system from the CD-ROM provided by you;

(4)   for a Configuration that includes a HP machine, and for the number of images specified in the Addendum by "HP – IGNITE Restore":
restore vg00 using the Ignite-UX tape image provided by you, or perform a cold install of vg00 with predefined file system sizes and patch requirements provided by you;

b.   for a Configuration that includes a Compaq/DEC Alpha machine, and for the number of images specified in the Addendum by "Compaq-DEC - OS Restore":
restore your operating system using the VMS Backup restore software from media provided by you. If restoring Tru 64UNIX, the root disk will be restored via procedures provided by you;

c.   for the duration of such restore, perform the loading of all backup media required to complete this restore;

d.   cable your system(s) to the Local Area Network;

e.   for Compaq/DEC Alpha configurations, boot VMS or Tru 64 UNIX in a minimum mode; and

f.   turn over control of the system(s) to you at the completion of the restore.

Additionally, upon your written request, and for an additional charge (specified in the Addendum as "Additional OSR Charge"), IBM will perform OSR during Exercises and/or on system images in excess of the quantities specified in the Addendum.

Your Responsibilities for Operating System Restore

Under OSR, you:

a.   agree, for each Event, to:

(1)   provide IBM with the required system software at the current level prior to each scheduled restore. For a Configuration that includes a HP machine, provide IBM with a copy of your operating system in the form of an Ignite-UX tape image, or, if applicable, provide IBM with a copy of your operating system and operating system patches in CD-ROM format, and, create additional volume groups, logical volumes and mount points. For a Sun machine, provide IBM with a copy of your operating system and operating system patches in CD-ROM format;

(2)   complete and return worksheets that describe your system environment, disk file system structure, and patch requirements; and

(3)   assume control of the operating system and recover any of your applications and/or data;

b.   agree, at least 24 hours prior to the start of a scheduled Exercise or at the earliest feasible time following your Declaration of an Outage Emergency, to:

(1)   provide IBM with a written set of detailed restore instructions on which IBM may rely in IBM's performance of OSR;

(2)   deliver, or provide for the delivery of, all required computer media to the Recovery Site. Such media shall be clearly labeled and/or marked with unique volume identifiers; and

(3)   provide IBM with the name of your representative, who will be available to IBM by telephone to provide IBM information and/or assistance when needed during IBM's performance of OSR;

c.   understand and acknowledge that, for IBM's convenience, IBM may choose to perform OSR prior to the scheduled start time of an Event even though IBM's obligation to perform the OSR begins at the start of the Recovery Exercise Time scheduled for an Exercise, or as soon as feasible following your Declaration of an Outage Emergency;

d.   understand that whether IBM is able to perform OSR, and whether you are able to perform successful exercise or recovery activities during an Event during which OSR are provided depends on many factors that may include, but are not limited to, the following: a) your having conducted one or more prior successful Exercise(s), b) the accuracy, readability and transferability of the data recorded on the backup media you provide IBM, c) the release and PTF/patch level of your operating system, d) the inclusion of additional copies of your recorded backup media for IBM to use in the event any of the primary media you provide IBM are not usable, or are faulty, and e)the

effectiveness and clarity of the unique instructions and/or procedures you furnish IBM for IBM's use in the performance of OSR;

e.   understand and acknowledge that rebuilding volume groups and file systems, restoring applications, data, and data bases, and/or system information verification by IBM is not part of OSR; and

f.   warrant that you have the appropriate licenses and authorization to use the software you are requesting IBM to load on your behalf. You also warrant that you have received authorization for IBM to copy such software to the Configuration to which you will have access during an Event. Under no circumstances is IBM liable for any infringements on the license agreements between you and your software providers. You agree to indemnify IBM against any third party claims arising from IBM's performance of OSR for you.

<u>Charges for Operating System Restore</u>

You agree to pay:

a.   the OSR Monthly Charge specified in the Addendum for Operating System Restore. Such charge is included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services identified in the Addendum for Operating System Restore;

b.   the Additional OSR Charge specified in the Addendum for Operating System Restore (such charge is a per image charge) each time IBM, upon your written request, provides OSR for Exercise Events and/or system images in excess of the quantities specified in such Addendum. IBM will invoice the Additional OSR Charge after the period in which you incur such charge.
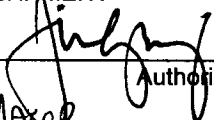

If there is a conflict between the terms and conditions of this Amendment and those of 1) the IBM Customer Agreement, 2) the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services, or its 3) Supplement(s) and any Addendum(a) and Statement(s) of Work, those of this Amendment prevail. Except as modified by this Amendment the terms and conditions of such Amendment, Attachment, and Supplement(s) and Addendum(a) and Statement(s) of Work for Multivendor Information Technology Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including any Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement, 3) the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services and 4) its Supplement for Multivendor Information Technology Recovery Services, and other Supplement(s), Addendum(a) and Statement(s) of Work, if any. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to:
LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

By_____
                                    Authorized signature
Title: Mayor
Name (type or print): JIM GRAY

Date: 12 - 16 - 13

Customer identification number: 5142941

Customer address:
 200 E MAIN ST
 LEXINGTON, KY 40507-1310

Agreed to:
International Business Machines Corporation

By_____
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