

GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT ("Agreement") is made this 20th day of September, 2016, by and between NTT DATA, Inc., a Massachusetts corporation with its corporate office located at 100 City Square, Boston, Massachusetts, 02129, on behalf of itself and its subsidiaries providing services hereunder (collectively "NTT DATA") and the Lexington-Fayette Urban County Government (hereinafter "LFUCG"), an urban county government pursuant to Chapter 67A of the Kentucky Revised Statutes, located at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Client" or "LFUCG").

In addition to the provisions set forth in RFP No. 59-2015 regarding Citizen Request Management (CRM) for LexCall, which is attached hereto as Exhibit A and incorporated herein by reference, Client and NTT DATA agree that the following terms and conditions shall govern whenever NTT DATA furnishes assistance to Client.

1. Scope of Services -- NTT DATA shall provide to Client certain professional services ("Services") further described in a written work assignment, or if mutually agreed upon in writing, by a Client purchase order, letter, or any other document ("Work Assignment"), which shall specify:
 - a) The Scope of the Services;
 - b) Client coordinator;
 - c) The schedule of the Services (e.g., scheduled start and completion dates);
 - d) The charges for the Services; and
 - e) Special terms, if any.
2. Estimates -- Any estimates made by NTT DATA for the schedule and cost of the Services, whether made orally or in a Work Assignment, Statement of Work, modification, proposal or any other written document, shall be made in good faith but are not guaranteed in any way or to any extent by NTT DATA. NTT DATA will, however, notify Client if the estimate will be exceeded, and Client may then terminate the Services pursuant to this Agreement, paying only for work performed for LFUCG.

In the event that Client requests that NTT DATA perform Services which are materially different or beyond the number of days or hours specified in the Work Assignment, the performance of such Services shall be deemed a modification of the Work Assignment and governed by Section 8 of this Agreement.

For certain Services, NTT DATA and Client may agree that the nature of the Services is such that a fixed price or flat monthly billing should be established for such Services. In this case, the parties shall execute a Work Assignment reflecting the type of Services.

3. Fees -- Client shall pay NTT DATA for work performed for LFUCG no later than 30 days after receipt of an invoice by NTT DATA in accordance with the schedule of fees and minimum payments included in the Work Assignment. Except as set forth in a Work Assignment, fees, rate classifications and minimum hours are subject to change by NTT DATA upon thirty (30) days' written notice to LFUCG and a reasonable explanation for such change. NTT DATA shall be entitled to reimbursement for reasonable expenses

incurred in the performance of work for LFUCG. NTT DATA shall submit a detailed monthly report indicating work performed for LFUCG, and shall provide sufficient documentation for any and all reimbursable expenses prior to payment. Client shall be liable for a monthly rate of interest of one and one-half percent (1-1/2%) or the highest rate permitted by law, whichever is lower, on any unpaid amounts, which interest shall be in addition to such fees due and owing to NTT DATA.

4. Control and Supervision -- With regard to Client tasks for which NTT DATA has primary project responsibility, NTT DATA shall be responsible for the supervision, management, and control of its personnel and the overall quality and end result of such tasks. With regard to Client tasks in which Client has primary project responsibility and NTT DATA personnel assist Client, Client shall have project responsibility and shall be responsible for the supervision, management and control of NTT DATA personnel on a per-project basis. Solely for such tasks, Client shall be responsible for the technical direction of NTT DATA personnel and the overall quality and end result of such tasks.
5. Confidentiality -- For purposes of this Agreement, "Confidential Information" means information data, or materials provided by one party to the other which: i) are in tangible form and labeled "confidential" or the like; ii) if disclosed orally, are identified as being confidential at the time of disclosure; or iii) a reasonable person would consider confidential from the nature of the information and circumstances of disclosure.

The receiving party shall hold the Confidential Information in strict confidence, shall use it only for purposes of this Agreement, and disclose it only to employees and agents who have a need to know such Confidential Information and who have agreed to abide by the terms of this Section 5 prior to disclosure. The receiving party shall exercise the same care in preventing the unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, which in no event shall be less than reasonable care.

The restrictions on the use and disclosure of Confidential Information specified hereunder shall not apply to information: (i) which is independently developed by the receiving party without the use of information or data owned or controlled by the disclosing party, or lawfully received from another source without breach of this Agreement; (ii) which is or becomes generally available to the public without breach of this Agreement by the receiving party; (iii) which at the time of disclosure was known to the receiving party; (iv) which is disclosed to unaffiliated third parties without restriction by the disclosing party; or (v) which is disclosed pursuant to law, judicial order, or government regulations so long as the receiving party promptly notifies the disclosing party prior to disclosure and cooperates with the disclosing party in the event that the disclosing party elects to contest or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise.

6. Rights in Work Product -- Unless otherwise agreed by the parties in a Work Assignment, all Services rendered by NTT DATA under this Agreement and the product or proceeds of such Services, including any and all information and data owned or controlled by LFUCG, or otherwise manifested in programs and documentation purchased, produced, or delivered to or on Client's behalf ("Work Product") shall belong to and be owned by Client. NTT DATA and third party service and software providers shall retain sole and exclusive ownership, right, title and interest, including ownership of copyright, with respect to their respective, independently developed intellectual property in accordance with federal copyright and other applicable laws. This Agreement does not preclude NTT DATA from providing services to others that may result in computer programs and documentation which are competitive, whether or not such computer

programs and documentation are similar to computer programs and documentation which might be developed by NTT DATA pursuant to this Agreement.

7. Personnel -- NTT DATA personnel working on projects under this Agreement may perform similar services from time to time for others, and this Agreement shall not prevent NTT DATA from performing such similar services or restrict NTT DATA from so assigning the personnel provided to Client under this Agreement. NTT DATA will make every effort consistent with sound business practices to honor the specific requests of Client with regard to the assignment of its employees; however, NTT DATA reserves the sole right to determine the assignment of its employees. Under no circumstances will NTT DATA delegate or otherwise assign employees to tasks without first delegating or otherwise assigning replacement personnel to continue or complete assignments for LFUCG.
8. Modification of Services -- If Client wishes to change the Services covered by a Work Assignment or wishes to obtain additional Services not listed in a Work Assignment, Client, through its authorized Client Coordinator shall so advise NTT DATA in writing within thirty (30) days of the requested change. NTT DATA shall perform such Services as mutually agreed in writing pursuant to the written modified agreement. The charges for such Services and other terms and conditions of performance shall be governed by this Agreement.
9. Termination of Services -- Except as set forth in a Work Assignment, NTT DATA or Client may at any time terminate the performance of any Work Assignment or portion thereof upon thirty (30) days' prior written notice, stating its intention to terminate and specifying the Work Assignment or portion thereof to be terminated and the date upon which such termination shall be effective. NTT DATA will continue to provide full-time Services during the notice period. To the extent Client directs NTT DATA not to provide Services during the notice period, Client shall pay NTT DATA for the balance of such period in an amount pursuant to the original terms of the Agreement, unless otherwise agreed by the parties in writing. Client shall pay for all Services rendered by NTT DATA up to the effective date of termination within thirty (30) days following the effective date of termination of such Services.
10. Term -- This Agreement is effective for a period of one (1) year from the date on which it is accepted by LFUCG, and shall be automatically renewed for successive one (1) year terms. Either party may terminate this Agreement by giving written notice not less than thirty (30) days prior to the last day of the term of this Agreement.
11. Default; Opportunity to Cure-- Failure by NTT DATA or Client to comply with any term or condition under this Agreement shall entitle the other party to give the party in default written notice requiring it to make good such default. If the party in default has not cured such default within thirty (30) days after receipt of written notice, the notifying party shall be entitled, in addition to any other rights it may have under this Agreement or otherwise by law, to terminate this Agreement by giving written notice to take effect immediately. The right of either party to terminate hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.
12. Relationship of the Parties -- NTT DATA acknowledges and agrees that its employees or agents are not employees of LFUCG for any purpose whatsoever. NTT DATA shall be considered an independent contractor at all times during the performance of services specified hereunder.
13. Limitation of Liability --

NTT DATA acknowledges that the indemnification requirements set forth in RFP 59-2015 shall remain in full force and effect for the duration of this Agreement. Notwithstanding the foregoing, NTT DATA shall not be liable to Client (or to any of Client's customers) for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of *force majeure*, which shall be deemed to include, without limitation, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or unavoidable delays in mass transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, disease, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or unforeseen technical failures. Client shall not refuse to accept delivery by reason of delays occasioned by *force majeure*. Any delay resulting from *force majeure* shall correspondingly extend the time for performance by NTT DATA. NTT DATA acknowledges that it will not be excused from full performance of any contractual provision contained herein or separately contained in any Work Assignment if an act or occurrence resulting in any delay in performance or failure in performance hereunder could have been avoided through NTT DATA's exercise of due care.

NTT DATA MAKES NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL NTT DATA BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATED TO THE FUNCTIONALITY, OPERABILITY, OR QUALITY OF PRODUCTS AND SERVICES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY OTHER PARTY DUE TO ANY CAUSE. NTT DATA'S LIABILITY HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR SERVICES UNDER THE APPLICABLE WORK ASSIGNMENT OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO WORK ASSIGNMENT IS MADE FOR THE PRECEDING SIX (6) MONTHS OF SERVICES. THIS SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY.

14. Nondiscrimination -- NTT DATA and Client warrant that they will not discriminate or permit discrimination against any person or group of persons on the grounds of gender, race, color, religion or national origin, or in any other manner prohibited by the laws of the United States or the state where Services are performed.
15. Captions -- Captions contained in this Agreement are for convenient reference and do not constitute part of this Agreement.
16. Conflicts--In the event of any conflict between this Agreement and RFP 59-2015, the specific terms of this Agreement shall supersede the general terms of RFP 59-2015.
17. Notice -- Any notice required or permitted to be sent under this Agreement shall be delivered by hand or mailed by certified mail, return receipt requested, or sent by reliable overnight carrier to the address of the parties first set forth in this Agreement.
18. Successors and Assigns -- This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

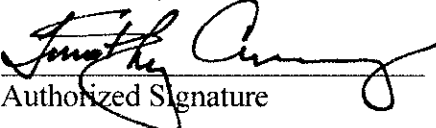
19. Severability -- If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

20. Governing Law -- This Agreement will be governed by the laws of the Commonwealth of Kentucky, exclusive of its conflict of laws provisions in accordance with the provisions of RFP 59-2015.

THE PARTIES ACKNOWLEDGE THAT THEIR AUTHORIZED REPRESENTATIVES HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND FURTHER AGREE THAT ALONG WITH ANY WORK ASSIGNMENTS IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Accepted by:

NTT DATA, INC.


Authorized Signature

TIMOTHY CONWAY
Name - Type or Print

PRESIDENT, Public Sector
Title

9/21/2016
Date

Accepted by:

Lexington-Fayette Urban County Government

Authorized Signature

Name - Type or Print

Title

Date

Please send all communications to NTT DATA at its office address first listed above unless notified in writing to the contrary.

EXHIBIT A – RFP 59-2015 Citizen Request Management for LexCall