

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: CFT639F
Package ID: 20121207105637
Date Generated: 12/07/2012
This offer is good until: 01/01/2013

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

REFERENCE NUMBERS

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

IBM Address for Notices:

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

CONTRACT PERIOD

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

SUPPLEMENT

Number: CFT639F
Effective Date: 01/01/2013
Revision (yes/no): No
Renewal (yes/no): No

Covered Address:

200 E MAIN ST
LEXINGTON, KY 40507-1310

Primary Recover Site
Sterling Forest, NY C/S

Monthly Charges

Total Monthly Charge: \$900
Minimum Total Monthly Charge: \$900

Recovery Charges

Initial Recovery Charge: \$1,800
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$900

Recovery Exercise

Initial Contract Period Year 1 – Total Hours: 48
Number of Exercises: 1
Each subsequent twelve-month period – Total Hours: 0
Number of Exercises: 0
Additional Recovery Exercise Time, per 4-hour block: \$600
Additional Recovery Exercise, per Exercise: \$1,200

Telecommunications

One-Time Charge: \$0
Usage charges are billed separately.

General

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 01/01/2013.

Agreed to:
**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Title:
Name (type or print):
Date:

Title:
Name (type or print):
Date:

Customer identification number: 5142941

Attachment number: B000715

Supplement for Multivendor Information Technology Recovery Services (Continued)

Customer Name: LEXINGTON-FAYETTE URBAN COUNTY
 GOVERNMENT
 Customer Number: 5142941
 Address: 200 E MAIN ST
 LEXINGTON, KY 40507-1310
 Primary Recovery Site: Sterling Forest, NY C/S
 Contract Number: CFT639F.0.1.1

Processor type/model: CLIENTSRV CPU
 Total CPU Memory (GBs): N/A
 Total DASD (GBs): N/A

Equipment Configuration

Quantity Or Units	Type	Model	Product Description
CLIENTSRV/CPU[1]			
1	CLIENTSRV	CPU	Client Server CPU
1	HP9050DN	MCR1	HP9050 MICR Kit MICR kit (toner cartridge and Font Dimm) for HP9050DN printer Prerequisite: HP9050DN PRT1
2	HP9050DN	PRT1	HP9050 Series L'Jet 128MB Eth HP9050 Series LaserJet Printer Ethernet connectivity included 128MB Memory, 50PPM
5	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	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
6	IBMX3850A	BASE	IBM Server x3850A MP3.3Ghz DC Item: IBM x3850 Server - Dual Core Includes: PCI-X and PCI-Express Architecture (6 Slots)

1 Intel 3.3Ghz Xeon MP Processor
 2 GB Memory
 1 73.4 GB SCSI Hard Drive
 3.5" Diskette Drive
 DVD Drive
 1 Dual Integrated 10/100/1000MB Ethernet Adapter
 1 IBM SAS Array Controller
 **USB support

Note: The item listed above cannot be selected for temporary transfer.

30 IBMX3850A MEM1 Add'l IBMx3850A 2 GB Memory
 4 IBMX3850A PRC1 Add'l IBMx3850A-3.3Ghz Proc

Additional Intel 3.3Ghz Xeon MP processor - Dual Core
 One processor is already included as part of the base server configuration.

18 PCOPT FC 73G2 IBM Server 73.4 Hard Drive
 5 PCOPT FC DVD1 Sony DVD+RW Drive
 Sony DVD+RW Drive

Includes: DVD+RW Drive
 USB Interface

This item cannot be selected for temporary transfer.

6 PCOPT FC FC10 Emulex LP11002 PCI-Xpress FC
 Emulex LP1102 - Dual Port fiber adapter

5 PCWS-266Q PKGA QC-2.66Ghz Desktop W/Wkspce

Includes workspace equipped with a PC and voice services

Includes: Intel Core 2 Quad 2.66Ghz Processor

2GB Memory
 250GB SATA Hard Drive
 1 DVD-ROM
 Color Monitor W/20" viewable screen size
 Monitor supports 1600x1200 resolution and
 1000:1 contrast ratio
 Keyboard and Mouse
 Gigabit Ethernet Adapter
 USB Ports

Includes the preloading of a supported customer hard drive image.

Voice services for Call Centers and individuals

Includes:

- Voicemail
- Interactive information and employee status service
- Automatic Call Distribution
 - * The answering and queuing of incoming calls
 - * The creation and use of preprogrammed and stored call flow scripts that make use of Automatic Call Distribution, skills based routing, Interactive Voice Response functions, and DID redirection to deliver calls to agents and non agents.
 - * Agent recording for up to 288 simultaneous agents.
 - * Interactive supervisor capabilities
 - * Real time data and historical reporting
 - * There is a \$265 per hour charge to create scripts and to modify existing scripts.

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**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: CFT63DF
Package ID: 20121207105637
Date Generated: 12/07/2012
This offer is good until: 01/01/2013

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Customer Name and Address

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
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: 12/31/2013

SUPPLEMENT

Number: CFT63DF
Effective Date: 01/01/2013
Revision (yes/no): No
Renewal (yes/no): No

IBM Address for Notices:

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

Primary Recover Site

Sterling Forest, NY

Covered Address:

200 E MAIN ST
LEXINGTON, KY 40507-1310

Monthly Charges

Total Monthly Charge: \$1,000
Minimum Total Monthly Charge: \$1,000

Recovery Charges

Initial Recovery Charge: \$2,000
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$1,000

Recovery Exercise

Initial Contract Period Year 1 – Total Hours: 48
Number of Exercises: 1
Each subsequent twelve-month period – Total Hours: 0
Number of Exercises: 0
Additional Recovery Exercise Time, per 4-hour block: \$600
Additional Recovery Exercise, per Exercise: \$1,200

Telecommunications

One-Time Charge: \$0
Usage charges are billed separately.

General

Work area space allocated at time of Event.

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Agreed to:
**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Title:
Name (type or print):
Date:

Title:
Name (type or print):
Date:

Customer identification number: 5142941

Attachment number: B000715

Supplement for Multivendor Information Technology Recovery Services (Continued)

Customer Name: LEXINGTON-FAYETTE URBAN COUNTY
 GOVERNMENT Processor type/model: _MULTICPU RISC
 Customer Number: 5142941 Total CPU Memory (GBs): 132.00
 Address: 200 E MAIN ST Total DASD (GBs): 4,574.80
 LEXINGTON, KY 40507-1310 OS Name: AIX
 Primary Recovery Site: Sterling Forest, NY
 Contract Number: CFT63DF.0.1.1

Equipment Configuration

Quantity Or Units	Type	Model	Product Description

_MULTICPU			
1	_MULTICPU	RISC	MULTICPU RISC - PCI based
9113/550[1]			
1	9113	550	P5-550 RS/6000 System
4	9113MS	GB	1GB(1024MB) P5-550 Main Stor
1	9113/5229	2WAY	P5-550 1.65GHz 2-Way Proc
1	9113/7311	D20	D20 I/O Drawer
4	911X/5716	PCI	2 Gigabit Fibre Channel
1	911X/5736	PCI	Dual Channel Ultra320 SCSI
18	911X/SCSI	146	146GB Internal Disk - SCSI
2	911X/SCSI	73.4	73.4GB Internal Disk - SCSI
1	7206	220	20GB External Tape Unit 4MM
1	911X/7310	HMC	HMC for Power 5 servers
3	911X/5701	PCI	10/100/1000 Base-TX Ethernet
9117/MMA[1]			
1	9117	MMA	9117 P6 MMA Server
128	9117/MMA	GB	9117 P6 1Gb Memory
2	9117/MMA	4WAY	9117 P6 4.7 GHz 4WAY Proc
1	9117/MMA	LPAR	9117 P6 LPAR
1	9117/MMA	XXX	9117 P6 I/O Drawer
6	9117/MMA	300	9117 P6 300GB Internal Disk
8	9117/MMA	5759	9117 P6 4Gb Dual DDR Fibre Ch
1	9117/MMA	DVD	9117 P6 4.7GB IDE DVD-RAM
1	9117/MMA	HMC	9117 P6 Server HMC
4	9117/MMA	5767	9117 P6 2-Port 10/100/1000

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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: 20121207105637
Date Generated: 12/07/2012
This offer is good until: 01/01/2013

Supplement for Multivendor Information Technology Recovery Services

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Customer Name and Address

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
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: 12/31/2013

SUPPLEMENT

Number: CFT63AF
Effective Date: 01/01/2013
Revision (yes/no): No
Renewal (yes/no): No

IBM Address for Notices:

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

Primary Recover Site

Sterling Forest, NY

Covered Address:

200 E MAIN ST
LEXINGTON, KY 40507-1310

Monthly Charges

Total Monthly Charge: \$800
Minimum Total Monthly Charge: \$800

Recovery Charges

Initial Recovery Charge: \$1,600
Day(s) Included in Initial Recovery Charge: 2
Daily Recovery Charge per day thereafter: \$800

Recovery Exercise

Initial Contract Period Year 1 – Total Hours: 48
Number of Exercises: 1
Each subsequent twelve-month period – Total Hours: 0
Number of Exercises: 0
Additional Recovery Exercise Time, per 4-hour block: \$600
Additional Recovery Exercise, per Exercise: \$1,200

Telecommunications

One-Time Charge: \$0
Usage charges are billed separately.

General

Work area space allocated at time of Event.

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International Business Machines Corporation

By _____
Authorized signature

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Title:
Name (type or print):
Date:

Title:
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Date:

Customer identification number: 5142941

Attachment number: B000715

Supplement for Multivendor Information Technology Recovery Services (Continued)

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.0.1.1

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)
1	DS8100A	BASE	IBM TotalStorage DS8100 Includes: Dual two-way processor-complex, 64 GB processor memory, and one 16-pack of 146 GB disk drives providing 2336 GB physical unprotected capacity.
1	DS8100A	FCON	IBM DS8100 FICON Host Adapter Includes: One four-port FICON Host Adapter on DS8100A BASE. Prerequisite: DS8100A BASE configuration.
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.
1	2074	003	Non-SNA 3270 Controller Includes: 2 ESCON ports, 2 Ethernet ports, 2 Token Ring ports. Supports up to 96 non-SNA 3270 sessions (48 per ESCON port). Prerequisite: A "3270 PC" solution is required for local non-SNA support. Support for any other PC connection requires a "REMCONS PKG1" solution.
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.
2	20960E2	1000	2096 OSA-Express2 1000BASE-T Includes: One 2096 OSA-Express2 1000BASE-T Ethernet port. Maximum of four 20960E2 1000 supported per 2096 processor.

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Supplement Number: CFT63BF
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CONTRACT PERIOD

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

SUPPLEMENT

Number: CFT63BF
Effective Date: 01/01/2013
Revision (yes/no): No
Renewal (yes/no): No

Covered Address:

200 E MAIN ST
LEXINGTON, KY 40507-1310

Primary Recover 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: 0
Number of Exercises: 0
Additional Recovery Exercise Time, per 4-hour block: \$722
Additional Recovery Exercise, per Exercise: \$1,444

Telecommunications

One-Time Charge: \$0
Usage charges are billed separately.

General

Work area space allocated at time of Event.

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Title:
Name (type or print):
Date:

Title:
Name (type or print):
Date:

Customer identification number: 5142941

Attachment number: B000715

Supplement for Multivendor Information Technology Recovery Services (Continued)

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.0.1.1

Equipment Configuration

Quantity Or Units	Type	Model	Product Description
NULLCPU/STOR[1]			
1	NULLCPU	STOR	Enterprise Disk & Tape Storag
1	2107921D	BASE	IBM TotalStorage DS8100 Includes: Dual two-way processor-complex, 64 GB processor memory, and one 16-pack of 146 GB disk drives providing 2336 GB physical unprotected capacity.
6	2107921D	DISK	IBM DS8100 Physical Capacity Includes: One 16-pack of 146 GB disk drives providing 2336 GB additional physical unprotected capacity on 2107921D BASE. Prerequisite: 2107921D BASE configuration.
4	2107921D	FCS	4 Port Fibre Channel Adapter Includes: One four-port FC Host Adapter on 2107921D BASE. Prerequisite: 2107921D BASE configuration.
1	2107921F	BASE	IBM TotalStorage DS8100 Includes: Dual two-way processor-complex, 64 GB processor memory, and one 16-pack of 146 GB disk drives providing 2336 GB physical unprotected capacity.
5	2107921F	DISK	IBM DS8100 Physical Capacity Includes: One 16-pack of 146 GB disk drives providing 2336 GB additional physical unprotected capacity on 2107921F BASE. Prerequisite: 2107921F BASE configuration.
4	2107921F	FCS	4 Port Fibre Channel Adapter Includes: 4 ports of Fibre Channel Host Connectivity.
1	3494P	BASE	IBM 3494 Tape Library Includes 3494-L12 with 30 cartridge I/O station, 140 cartridge capacity, dual gripper, and n Ethernet an Ethernet or serial support.
2	3494P	S10	IBM 3494-S10 Tape Storage Adds one 3494-S10 tape storage to 3494P BASE with 360 cartridge capacity. Prerequisite: 3494P BASE configuration.
10	3494P-FC	J1A	IBM 3592-J1A Tape Drive Adds one 3592-J1A Fibre Channel tape drive to 3494P BASE. Provides 230 cartridge capacity per 12 drives. Prerequisite: 3494P BASE configuration. For iSeries use select one 940X/5704 8XX for each 3494P-FC J1A For Systemi Power System select iXXXX FCTC for each 3494P-FC J1A
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.

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

Automatic Call Distribution (ACD) Services

Automatic Call Distribution (called "ACD") is a telephony feature for a call center environment that provides the capability to route calls to individual agents or agent groups. To use ACD Services, both ACD Agent Positions and ACD Routes are required.

Definitions for ACD Services:

Automatic Call Distribution Agent Position ("ACD Position") means a workplace desk equipped with an ACD enabled voice instrument to receive incoming calls routed by an ACD system.

Automatic Call Distribution Agents ("ACD Agents") are the individual agents or agent groups in a call center environment to whom calls are routed by an ACD system.

Automatic Call Distribution Routes ("ACD Routes") are entries in electronically stored tables that determine how incoming calls are routed to ACD Agents.

IBM Responsibilities - ACD Services:

The following describes IBM's responsibilities relating to ACD Routes. For the Subscription(s) identified as subscribing to ACD Services, IBM will:

- a. build, and update upon your request, ACD Route(s) within one month of IBM's receipt of information you provide to IBM, and on which IBM may rely, to build or update such Routes;
- b. electronically store your ACD Route(s) on a server at an IBM provided location;
- c. provide to you the appropriate destination information to which you will redirect your calls or have your calls redirected during an Event;
- d. activate your ACD Route(s) in conjunction with an Event; and
- e. on your request and on a per-request basis, make updates to such ACD Route(s) based upon information you provide to IBM when making such request.

The following describes IBM's responsibilities relating to ACD Positions. For the Subscription(s) identified as subscribing to ACD Services, and for each ACD Position, IBM will provide an ACD enabled voice instrument which may be either a physical telephone device or agent software to be installed on a workstation and a telephone interface device. When utilized, the telephone interface device may be an internal PC card, or an external device that connects to an external (serial, parallel, USB, etc.) port.

When ACD Services are provided through the use of a telephone interface device and agent software installed on a workstation, and if such workstation is not provided by IBM (that is, it is provided through a Subscription to Class A, Class N, or Class R Services, or it is provided by you) or is physically located in a mobile unit, ACD Services on each such workstation will be available only after the workstation is installed and completely configured for ACD.

Additionally, IBM will provide one (1) specially equipped workstation (called a "Supervisor Workstation") to display your real time call center activities and measurements. On your reasonable request, IBM will provide printed reports of your call center activities from such Supervisor Workstation.

In addition to ACD Routes and ACD Positions, optional additional services exist that you may select on a per Subscription basis for an additional charge. Such optional additional ACD Services are i) ACD Agent Recording, ii) ACD Agent Recording Playback, and iii) Additional Supervisor Workstations.

For each Subscription having a Configuration that includes ACD Agent Recording, IBM will:

- a. depending upon the Recovery Site at which ACD Services are provided, record either all calls received and made by an ACD Agent, or only those calls made when logged in as an ACD Agent; and
- b. provide you a copy of all recordings on a transportable media (e.g., DAT, CD-ROM, etc.).

For each Subscription having a Configuration that includes ACD Agent Recording Playback, IBM will install and configure an application on a workstation(s) at the Recovery Site that will allow you to search the recording system and playback specific recordings made during an Event. Upon your request after an Event, IBM will make its recording playback system available to you, should you need to search your copy of the recordings and playback specific recordings.

For each Subscription having a Configuration that includes additional Supervisor Workstations, for each additional Supervisor Workstation in such Configuration, IBM will install and configure an application on a workstation at the Recovery Site that will allow you to view a subset of your call center activities and measurements from each such additional Supervisor Workstation.

Your Responsibilities - ACD Services:

You understand and agree that:

- a. ACD Services will not be available for an Event until the necessary hardware and software components have been installed and configured, and the ACD Routes have been created and installed; and
- b. when used, agent software must be installed on a workstation capable of supporting the Windows 98 (or later) operating system.

Your other responsibilities are as follows.

For ACD Routes, you agree to:

- a. provide to IBM, within one month of adding ACD Services to a Subscription, accurate ACD agent routing information on which IBM may rely to generate your ACD Route(s);
- b. arrange with your telecommunication providers, in advance of any Event, to establish alternate routing instructions to redirect your calls to the IBM-provided location;
- c. be responsible for the development and maintenance of the information required for IBM to generate ACD Route(s) for you;
- d. notify IBM promptly of any changes you make that may impact either the ACD Route(s) IBM generates and stores on your behalf or IBM's ability to provide ACD Services; and
- e. pay a one-time charge associated with the initial creation of your ACD Route(s). Such charge is specified in the Configuration section of a Supplement for Multivendor Information Technology Recovery Services. Additionally, there is a charge associated with IBM making changes to such route(s). Upon your request for IBM to make a change to the ACD Route(s), such charge will be estimated and provided to you. IBM will not make such change without your written authorization.

When the ACD Services IBM provides you utilize an ACD enabled voice instrument that consists of agent software installed on a workstation and a telephone interface device, you agree:

- a. for each ACD Position, to provide a workstation that meets the following minimum requirements:
 - (1) 350 MHz Pentium PC;
 - (2) 32 MB RAM;
 - (3) 8 MB available hard-disk space;
 - (4) Windows 98 or better; and
 - (5) Sound card recommended;
- b. each such workstation may be a) included in the Configuration of your Subscription, b) provided through a Subscription to Class A, Class N, or Class R Services, or c) provided by you;
- c. that the telephone interface device may be an internal PC card, or an external device that connects to an external (serial, parallel, USB, etc.) port;

- d. that for you to install and use ACD Services, your workstation must a) be running a supported Windows operating system, b) be attached to a local area network (LAN), c) be configured with an Internet protocol (IP) address, and d) be able to communicate using the TCP/IP network protocol;
- e. that the ACD application must be configured to communicate with an IBM ACD server(s). This configuration will require that you work with IBM to design and document a TCP/IP network configuration that includes IBM network and server components; and
- f. that if, on such workstation, you reload the operating system or delete the ACD application or break the LAN or TCP/IP communications, then the ACD Services at such workstation will be unavailable until the full ACD configuration is restored.

When ACD Services are being provided in a mobile unit, you agree:

- a. that if you are providing the telephone services to such mobile unit(s), the telephone lines must be analog and capable of direct inward dialing ("DID") and direct outward dialing ("DOD") calling. You are responsible for providing any enhanced features (for example, 3-way calling, call transfer, etc.) you require;
- b. that if IBM is providing the telephone services to such mobile unit(s), the terms in IBM's Telephone In The Workplace Services apply;
- c. that if you are providing the data connectivity to such mobile unit(s), you must provide TCP/IP connectivity from your network to the IBM ACD server site(s) designated by IBM. This will require you to work with IBM to design and document a TCP/IP network configuration that includes IBM network and server components. You must have a Subscription for Multivendor Information Technology Recovery Services, where the Primary Recovery Site is the same as the IBM ACD server site, that includes these components in its Configuration; and
- d. that if IBM is providing the data connectivity to such mobile unit(s), you will be required to work with IBM to design and document a TCP/IP network configuration that includes IBM network and server components. You must have a Subscription for Multivendor Information Technology Recovery Services, where the Primary Recovery Site is the same as the IBM ACD server site, that includes these components in its Configuration.

Charges for ACD Services:

You agree to pay:

- a. the Monthly Charge for ACD Services. Such charge is included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services;
- b. the one-time charge associated with the initial creation of your ACD Route(s). Such charge is specified in the Supplement for Multivendor Information Technology Recovery Services. IBM will invoice such charge separately following completion of the requested update; and
- c. an additional charge each time you request IBM to make changes to your ACD Route(s) that are electronically stored on our servers. The amount of such charge will be based on IBM's prevailing rates and minimums. Upon your request for IBM to update such route(s), such additional charge will be estimated and provided to you. IBM will invoice such charge separately following completion of the requested update. IBM will not make such change without your written authorization.

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

Internet Access

To allow you to establish a connection to the Internet during an Event, IBM provides access (called "Internet Access Services") from a Recovery Site to an Internet connection location of an Internet Service Provider (called "ISP"). The Internet Protocol (called "IP") address(es) required for Internet Access Services may be supplied by you or by IBM.

IBM Responsibilities for Internet Access

In providing Internet Access Services, IBM will furnish and/or provide:

- a. local access and network interface equipment for connection from the Recovery Site to the ISP's connection location;

- b. an edge IP router at the Recovery Site with one wide area network interface and one ethernet interface;
- c. configuration of the edge IP router at the Recovery Site to announce IP address(es), supplied by you or by IBM, to the ISP's Internet network from the Recovery Site; and
- d. coordination with the ISPs used by IBM to provide Internet access to the Recovery Site to enable your Internet traffic to be directed to the Recovery Site.

Additionally, when the IP address(es) are supplied by you, IBM will furnish and/or provide:

- a. announcement of your IP addresses to the ISP(s) and Internet following your declaration of an Outage Emergency, and upon your request, during a Recovery Exercise; and
- b. upon completion of an Event, termination of such announcement of your IP address(es) to the ISP's Internet network from the Recovery Site.

Your Responsibilities for Internet Access

You understand and agree that these Internet Access Services may not be available to you until you have provided a list of your IP addresses to IBM.

For IP address(es) you supply, you agree:

- a. that the provisions of this subsection act as written authorization to the ISP(s) that allows IBM to act, upon your request, as your agent with such ISP during the Contract Period for announcement of your IP address(es) to the Internet;
- b. to make arrangements with the ISP(s) to allow your IP address(es) to be announced to the Internet network from both your Covered Address and the Recovery Site during the Contract Period;
- c. to terminate the announcement of your selected IP address(es) from the Covered Address to each ISP Internet network following your declaration of an Outage Emergency or, at your discretion, during a Recovery Exercise; and
- d. that performance of Internet traffic redirection is subject to the ISP's scheduled periods of maintenance.

Further, whether IP address(es) are supplied by you or by IBM, you understand and agree:

- a. to provide IBM, in a timely manner, with the configuration information IBM requires to provide Internet Access Services to you;
- b. to provide to IBM technical assistance regarding IBM's provision of Internet Access Services to you, upon IBM's reasonable request;
- c. to provide a focal point who is knowledgeable about your network recovery requirements, and who will be IBM's primary point of contact when IBM provides Internet Access Services to you;
- d. to be responsible for communicating to IBM, in a timely manner, any changes in your Internet environment that may require a modification to the Configuration;
- e. to be solely responsible for the content of any transmissions using Internet Access Services or any other use of Internet Access Services by you or by any other person or entity you permit to use Internet Access Services;
- f. to adhere to the terms in the document entitled "IBM's Acceptable Use Policy", as updated from time to time, and found at <http://www.ibm.com/services/aup.html>. IBM or the ISP reserves the right to immediately terminate or restrict the use of Internet Access Services for activities that, in IBM or the ISP's reasonable judgment, violate this Policy. Unless your continued use of Internet Access Services would a) violate or cause IBM or the ISP to violate applicable law or government order, b) create an unacceptable risk to IBM, IBM's other customers, or the ISP, c) cause IBM to violate IBM's agreements with IBM's other customers or the ISP, or d) cause IBM, IBM's other customers, or the ISP irreparable harm, IBM will use commercially reasonable efforts to notify you prior to such termination or restriction of your use and discuss in good faith whether remedies other than the termination or restriction of your use of such Services may be available. In the event your use of Internet Access Services is terminated or restricted, IBM will use commercially reasonable efforts to work with you and the ISP to help you obtain Internet access as soon as practicable;
- g. that IBM will not be responsible for any and all liabilities and costs (including reasonable attorney's fees) arising from any and all claims by any person or entity based upon the content of any

transmission, or any other use of Internet Access Services by you or any person or entity you permit to use Internet Access Services; and

- h. that Internet Access Services ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; provided, however, that the network interface equipment and Internet IP router at the Recovery Site(including the wide area network interface card and the fast ethernet port on the Internet IP router) are not subject to the preceding provision of this item 8, but are governed by the provisions of the section entitled "Warranty" in the Agreement. NO ADVICE OR INFORMATION GIVEN BY IBM'S, OR THE ISP'S, EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY. UNDER NO CIRCUMSTANCES SHALL IBM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR OR YOUR USERS' RELIANCE ON OR THE USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

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

Telephone In The Workplace Services

The basic telephone services provided for each end user workspace at a Recovery Site at no additional charge are:

- a. one (1) touch-tone Telephone Set;
- b. Direct Inward Dialing (DID) - Every telephone has a 10 digit telephone number that outside callers can dial directly rather than by going through a central attendant; and
- c. Direct Outward Dialing (DOD) - You can place outside calls without using a system attendant or waiting for an available line.

Additional telephone services and features ("Additional Telephone Services and Features") are available on a per Subscription basis for an additional charge.

IBM Responsibilities - Telephone In The Workplace Services:

Any Additional Telephone Services and Features to which you subscribe will be specified in a Supplement. Many of these Additional Telephone Services and Features require installation by a telecommunications services provider.

For each Subscription having a Configuration that includes Additional Telephone Services and Features, IBM will, upon receipt of the required information from you, initiate work orders with IBM's telephone service providers to implement the installation or programming of the Additional Telephone Services and features. The implementation schedule for these Additional Telephone Services and Features will be identified once such work orders have been placed.

Your Responsibilities - Telephone In The Workplace Services:

You understand and agree that:

- a. any Additional Telephone Services and Features to which you subscribe will not be available for an Event until the hardware and software components have been installed, and the telephone configurations have been created, installed and programmed;
- b. implementation times for such Additional Telephone Services and Features vary; and
- c. any Additional Telephone Services and Features will be available only at the Primary Recovery Site identified in the Supplement of each such Subscription.

Additionally, you agree to:

- a. provide IBM, within one (1) month of adding Additional Telephone Services and Features to a Subscription, with the required information necessary for IBM to create and submit telephone work orders to implement such Additional Telephone Services and Features;
- b. notify IBM promptly of any changes you make that may impact such Additional Telephone Services and Features;

- c. arrange, in advance of any Recovery Exercise or as soon as feasible following your declaration of an Outage Emergency, with your telecommunications providers to establish alternate call routing arrangements to redirect your incoming telephone calls to the telephone numbers at IBM;
- d. notify your telecommunications providers to redirect your calls to the IBM provided telephone number(s) for any Event;
- e. be solely responsible for any telecommunications provider's charges associated with the redirection of your incoming telephone calls to IBM; and
- f. accept responsibility for any failure or performance problems by your vendors, contractors, or telephone service providers associated with IBM's provision of Additional Telephone Services and Features which were beyond IBM's reasonable control to prevent.

Charges - Telephone In The Workplace Services:

You agree to pay:

- a. the Monthly Charges for any Additional Telephone Services and Features that you order. Such charges are included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services;
- b. an additional charge each time you require changes to Configurations or programming of any such Additional Telephone Services and Features. The amount of such additional charge will be based on IBM's prevailing rates and minimums. Upon your request for IBM to make these changes, such additional charge will be estimated and provided to you. IBM will invoice such charge separately following completion of the requested update. IBM will not make any changes without your written authorization; and
- c. all telephone usage charges resulting from your use of IBM provided telephone services. IBM will invoice such charges separately following completion of an Event.

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

Preload Services – image preload

Under Preload Services – image preload (called “Image Preload Services”), in conjunction with an Event, IBM will load an image of your hard drive onto PC workstations at a Recovery Site.

IBM Responsibilities - Image Preload Services:

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

As necessary throughout the Contract Period, IBM will:

- a. provide to you technical specifications relating to the software you use for creating images;
- b. within 20 business days of IBM's receipt of an image from you, load such image onto a PC workstation at a Recovery Site;
- c. promptly notify you if the image(s) contain errors or did not load successfully;
- d. store a copy, in CD-ROM ("CD") format, of your most current workstation image(s) at the Recovery Site; and
- e. notify you of any PC workstation upgrade or refresh performed at the Primary Recovery Site, so you can make any required modifications to your image(s) to allow you to make better use of a Recovery Site during an Event.

During an Event, IBM will:

- a. load, using the most current CD(s) containing your workstation image(s) and instructions provided by you, your workstation image(s) onto PC workstations at the Recovery Site; and
- b. turn control of such workstations over to you.

Your Responsibilities - Image Preload Services:

You agree to:

- a. within 20 business days of subscribing to Image Preload Services, provide IBM with:

- (1) a copy of each image (in CD format) you want IBM to load onto PC workstation(s) at a Recovery Site; and
 - (2) information, on which IBM may rely, relating to IBM's performance of Image Preload Services;
- b. as necessary throughout the Contract Period:
- (1) provide IBM with requested changes to the image two (2) weeks prior to a scheduled Event or as soon as feasible following your declaration of an Outage Emergency;
 - (2) upon receipt from IBM of notification of upgrades and/or refreshes to the PC workstations at a Recovery Site, provide updated images to IBM that reflect such upgrades and/or refreshes; and
 - (3) maintain the software you use for creating images in accordance with the technical specifications IBM provides to you;
- c. during an Event, assume control of the PC workstations at the Recovery Site after IBM completes loading the specified image(s) onto them.

Charges for Image Preload Services:

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

Other Terms - Image Preload Services:

IBM will not be able to provide Image Preload Services during an Event until IBM has received from you a copy (in CD format) of the image(s) you want IBM to load onto PC workstation(s) at a Recovery Site.

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

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Title:
Name (type or print):

Title:
Name (type or print):

Date:

Date:

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