

For

Milwaukee County

633 West Wisconsin Ave, Ste 1117
Milwaukee, Wisconsin 53226

IBM Mainframe as a Service



January 6, 2017

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1 Statement of Work for IBM Mainframe as a Service

This Statement of Work (also referred to herein as “SOW”) describes the services responsibilities of IBM and Milwaukee County (also called “you”, “your” and “Customer”), with respect to use of the IBM Mainframe as a Service described in this SOW and set forth in the following Appendices:

- Appendix A – Project Procedures
- Appendix B – Definition of Terms
- Appendix C – Service Level Agreements
- Appendix D – Functional Testing Criteria
- Appendix E – Mainframe as a Service Contractual Baselines
- Appendix F – IBM NCPA Enterprise Contract (#01-67)
- Appendix G – Additional Terms and Conditions
- Appendix H – Milwaukee County’s Directive on Acceptable Use of Technology by Vendors
- Appendix I – Milwaukee County Travel Policy
- Appendix J – Confidentiality Agreement

The Parties agree that this SOW shall be subject to the terms and conditions of the IBM NCPA Enterprise Contract (#01-67) (referred to hereinafter as “Agreement”) attached as Appendix F. Further, notwithstanding anything to the contrary contained in the Agreement, in the event of a conflict between terms of this SOW and Agreement, this SOW will prevail. Further, in the event of conflict between terms of this SOW and its Appendix G, terms of Appendix G shall prevail. The Parties acknowledge that this SOW may contain unique terms based on a scope of use not contemplated under the Agreement.

1.1 Scope of Work

IBM is the primary obligor to Customer delivering Mainframe hardware, software, services, and associated infrastructure as a service through a consumption based delivery model.

This SOW is limited in scope to the Services described herein and any work beyond this scope shall be described, if at all, in a separate SOW issued under the Agreement between Customer and IBM.

IBM will provide such Service based upon the mutually agreed service level agreements and Contractual Baselines set forth in Appendix C and Appendix E respectively of this SOW. IBM will provide two mainframes workloads for Milwaukee County, one is for Primary and the other for Business Recovery.

This SOW describes the infrastructure and related services IBM will provide to support Milwaukee County. Pursuant to this SOW, and as further described herein, IBM shall undertake the following tasks and obligations (collectively referred to as the “Services”):

1.1.1 Scope of Services

The Services will be performed in three phases:

Phase One – Environment Testing and Validation

Phase Two – Transition Services for Mainframe as a Service

Phase Three – Steady State Services for Mainframe as a Service

1.2 Facilities and Hours of Coverage

Phase One and **Phase Two** will be performed on-site at Customer's location and IBM Data Center location(s), and off-site at IBM location(s).

IBM will provide **Phase One** and **Phase Two** during normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday in Customer time zone, except on national holidays, and unless otherwise specified and as scheduled with the Customer. In some cases, Customer may be required to provide access to its locations outside normal business hours, as mutually agreed between Customer and IBM.

Steady State Support Service (**Phase Three**) activities will be provided, remotely, 24 hours a day, seven days a week. The support provided by the IBM service delivery manager will be during normal business hours Monday through Friday.

1.3 Project Management Services

1.3.1 Project Coordination

1.3.1.1 IBM Project Management Responsibilities

The purpose of this activity is to provide an IBM Project Executive who will establish a framework for communications, reporting, procedural and contractual activities for the Services. The IBM Project Executive will:

- a. coordinate and manage the technical activities of IBM's personnel;
- b. establish and maintain communications through the Customer Project Manager, as defined in the section entitled "Customer Project Management Responsibilities" below;
- c. have overall responsibility for IBM service delivery with a focus toward alignment of delivery with Customer short-term and long-term business objectives. Other responsibilities include: managing overall relationship with Customer executives and strategic business unit leadership; service delivery responsibility with a view to drive efficiencies and synergies amongst the in-scope processes; responsible for Customer satisfaction and achievement of service level agreements; and understanding and addressing operation issues within the various customer business units;
- d. review and administer a Change Control Procedure with Customer Project Manager;
- e. review and administer the Escalation Procedure with Customer Project Manager;
- f. be responsible day-to-day for contract compliance, transition, financial reporting and reconciliation, human resource management and service performance; and
- g. confirm that IBM will comply with Customer's rules and regulations referred to in this SOW and/ or communicated in writing to IBM prior to the commencement of Services regarding personal and professional conduct while at Customer premises including Milwaukee County's Directive on use of Technology described in Appendices H.

1.3.1.2 Customer Project Management Responsibilities

Prior to the start date of Phase One of the Services, Customer will designate a person ("Customer Project Manager") to whom all communications relative to the Services will be addressed, and who will have the authority to act on Customer's behalf in matters regarding this SOW. Customer Project Manager will:

- a. complete and return any questionnaires or checklists within 10-days of receipt;
- b. serve as the interface between IBM's project team and all Customer departments participating in the Services;

- c. attend status meetings;
- d. lead data migration and application testing during Phase One;
- e. help resolve Services issues, and escalate issues within Customer's organization, as necessary. Resolution of conflicts that arise between the Parties during the services, including issues relating to billing and payment, will be handled in accordance with the procedure set forth in the Escalation Procedures;
- f. administer the Change Control Procedure and Change Management Process with the IBM Project Manager;
- g. assign dedicated Customer participants to work as part of the total project team to provide support in completing of all work products and achievement of project objectives as agreed by the Parties; and
- h. communicate to the IBM Project Executive any problems, changes or issues known to the Customer Project Executive that may affect IBM's provision of the Services. Schedule and secure attendance of Customer personnel as required for interviews, meetings, and work sessions.

1.3.1.3 Customer General Responsibilities

IBM's performance is dependent upon Customer management and fulfillment of its responsibilities, at no charge to IBM. Any delay in performance of Customer responsibilities may result in additional charges and/or delay of the completion of the Services. Such additional charges and/or delay will be handled in accordance with the Project Change Control Procedures. Customer will:

- a. make appropriate personnel available to assist IBM in the performance of its responsibilities;
- b. provide IBM with Forecasted Monthly Usage Report
- c. ensure that current maintenance and license agreements are in place with applicable vendors for those products and services upon which IBM is relying to provide the Services described herein;
- d. provide, update and maintain a list of Customer personnel assigned to assist IBM with the Services, as required, and will ensure such Customer personnel are available to interface with IBM, as necessary, for issues affecting IBM's provision of the Services (including in-scope databases). IBM will provide, update and maintain a list of key IBM personnel necessary to provide the Services and will ensure such IBM personnel are available to provide the Services;
- e. be responsible for the content of any database, the selection and implementation of its internal controls on its access and use;
- f. be responsible for the identification of the kind of (i) data; and (ii) regulations, statutes applicable to such data to which IBM will have access during the Services. It is IBM's responsibility to ensure the systems, programs, Services and its handling of data are compliant with the applicable regulations, statutes, and data types, defined by customer and as specified in this SOW;
- g. acknowledge that for any type of Customer purchase made that is not within IBM's scope of responsibility in this SOW that the terms of such purchase are through agreement (s) solely between Customer and supplier. IBM is not responsible for the quality, safety or function of any goods or services purchased from such a supplier. IBM does not participate in any financial transaction nor handle payments between Customer and their supplier(s). Issues that may arise relating to purchases made, shipment or receipt of purchases, or payments

for such purchases, or any contractual or agreement issues whatsoever are solely between Customer and supplier.

- h. IBM grants Customer a nonexclusive, nontransferable, revocable license to access and use the Base Components solely in connection with the Services as provided under this SOW. Customer agrees not to download or otherwise copy, reverse assemble, reverse compile, decompile, or otherwise translate the software portions of the Base Components, other than to make copies for backup purposes.
- i. In entering into this SOW, Customer is relying upon all representation made by or on behalf of IBM that are specified in the Agreement and this SOW, including without limitation, the charges to be paid or the results of any of the Services to be provided under this SOW.

1.4 Work Product

IBM's Work Product resulting from the completion of the Services are:

Phase One Work Product

- Environment Functional Testing and Validation Results

Phase Two Work Product

- Status Reports
- Transition Project Plan
- Move Day (Hosting Services Go Live Day) Plan

Phase Three Work Product

- Customer Security Document (CSD)
- Standard Capacity Report
- Mainframe as a Service Plan

1.5 Estimated Time Schedule

The Services will be performed consistent with the time schedule below. You and IBM both agree to make commercially reasonable efforts to carry out our respective responsibilities in order to achieve the following schedule.

If this SOW Signature Date is beyond the start date of Phase One as mentioned below, the start date of this Phase One will automatically be extended to such SOW Signature Date and its end date will automatically be extended by the same number of days. Further, it is also agreed that in such a case, the start and end dates of Phase Two will also be extended by the same number of days that the start and end dates of Phase One are extended. However, for Phase Three, only the start date shall be extended but the SOW End Date shall remain firm except where otherwise agreed in writing by the Parties.

Phase One – Environment Functional Test Validation

- Start Date = ***May 01, 2017***
- End Date = ***July 30, 2017***

Phase Two – Transition Services

- Start Date = ***Aug 1, 2017***
- End Date = ***Nov 30, 2017***

Phase Three – Steady State Support and Services

- Start Date = **Dec 01, 2017**
- End Date = **Nov 30, 2022**

Subject to the other terms of this SOW, the Term of this SOW will begin on May 01, 2017 (SOW Effective Date) and run through Nov 30, 2022 (SOW End Date).

1.6 Summary of Mainframe as a Service Resource Units

1.6.1.1 z/OS Resource Units (RU)

The following Resource Units are used to measure z/OS resources assigned to Customer.

1.6.1.2 Server Processor LPAR MSU'S

The RU for the server processor LPAR resource shall be defined as the number of MSU'S consumed by each Customer's z/OS LPAR or LPAR's group in any consecutive four hours measurement period over the course of the month.

IBM shall use the Sub-Capacity Reporting Tool (SCRT), or another mutually agreeable replacement, to determine the Peak Four (4) Hours Rolling Average monthly usage for MSU'S utilized. The SCRT monthly measurement period shall begin at 12:00AM the second day of the month through 11:59PM on the first day of the following month.

1.6.1.3 Disk Space (DASD) Gigabytes

The RU for the disk space resource category shall be the number of DASD Gigabytes assigned by IBM to Customer LPAR(s). DASD Gigabytes include all space (e.g., assigned, used, free, work and system) and will be viewed at the full volume level.

IBM will periodically run the z/OS DFSMS Data Collection Facility (DCOLLECT) to gather and report on Gigabytes assigned to Customer.

The monthly measurement period shall begin at 12:00AM the first day of the month through 11:59PM on the last day of the month.

1.6.1.4 Virtual Tape Gigabytes

The RU for the tape resource category shall be the number of Gigabytes assigned to Customer.

IBM will use a tape management system (e.g. RMM or CA1) to collect and report tape Gigabytes usage and generate ARC charges when usage exceeds the z/OS Contractual Baseline.

The monthly measurement period shall begin at 12:00AM the first day of the month to 11:59 on the last day of the month.

1.7 Summary of Charges

1.7.1 General Terms

This section describes the charges by IBM to Customer for Services rendered under this SOW.

Amounts are due upon your acceptance of Services and receipt of proper invoices and are payable within thirty (30) days from such date of receipt. Customer agrees to pay accordingly, including any late payment fee.

Invoices shall be submitted to Customer at the below address by no later than ninety (90) days after completion of the Services set forth in the invoice.

Milwaukee County DAS-IMSD
ATTN: Accounts Payable
901 N. 9th Street, Room 301
Milwaukee, WI 53233
APinvoices@milwaukeecountywi.gov

With a copy to

Milwaukee County DAS-IMSD
ATTN: IMSD Invoices
633 W. Wisconsin Avenue, STE 1100
Milwaukee, WI 53203
IMSDinvoices@milwaukeecountywi.gov

All invoices submitted by IBM shall set forth the following information: (i) the Effective Date of this SOW; (ii) Customer's purchase order number; (iii) the amount being billed; (iv) description and fees of the services delivered; (v) remittance name and address; (vi) name, title, and phone number of person to notify in event of defective invoice.

Customer reserves the right to use a purchasing card to pay invoices. Customer shall make payment within thirty (30) days after receipt of an accurate invoice from IBM and Customer's acceptance of the corresponding Services and Work Product that comply with the terms of this SOW. State Prompt Pay Law, Section 66.285, does not apply to this SOW. IBM can accept credit card payments against a previously issued invoice up to \$100,000.00

Customer is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by IBM should be without such taxes. However, IBM shall be responsible for all federal, state and local permits, licenses, and fees, together with all governmental filing related thereto, which arise out of its the performance this under SOW, or which arise as a result of compensation paid hereunder.

The making of any payment or payments in advance by Customer, or the receipt thereof by IBM, shall in no way affect the responsibility of IBM to furnish the Services in accordance with this SOW, and shall not imply acceptance by Customer of such Services or Work Product or the waiver of any warranties or requirements of this SOW.

Neither Party may assign this SOW, in whole or in part, without the prior written consent of the other. Assignment of IBM rights to receive payments and by IBM in conjunction with the sale of the portion of IBM's business that includes the product or service is not restricted. However, no such assignment (with or without Customer's consent) shall affect Customer's rights to receive the Services from the newly assigned party as per terms set out in the Agreement and this SOW.

1.7.2 Customer Provided Software

With respect to the software provided by Customer and used by IBM to provide the Services:

Customer represents and warrants that, during the Term, Customer has the right to access and use such software in the manner in which it was using such software as of the Effective Date.

Customer hereby grants to IBM, for IBM's provision of the Services, the same rights to use such software that Customer has with respect to such software, subject to (Required Consents) below.

1.7.3 Required Consents

Customer will obtain and provide to IBM, with IBM's reasonable assistance, all Required Consents, which will be consistent with the terms of this SOW (such as confidentiality and liability).

Customer will pay for any vendor fees required to obtain all other Required Consents.

If any Required Consent is not obtained, Customer and IBM will cooperate with each other in achieving a reasonable alternative arrangement for Customer to continue to process its work with as minimal interference to its business operations as is reasonable until such Required Consent is obtained.

1.7.4 Joint Verification

During the two - four months after the SOW Effective Date and before the start of Phase Two, (the Joint Verification Period), Customer and IBM may inventory and validate any information and supporting data that is reflected in or omitted from this SOW which is based on the information and supporting data provided by Customer, such as third-party contracts, leases, licenses and acquired assets. If, during such Joint Verification Period, Customer or IBM discovers inaccuracies in the information and supporting data contained in this SOW or inaccuracies because of an omission from this SOW, IBM and Customer will amend this SOW to provide for an equitable adjustment to the charges, Contractual Baselines, Service Levels and other terms of this SOW affected by such inaccuracies. If Customer or IBM disputes the inaccuracy or the equitable adjustment, Customer and IBM may submit the matter to the Escalation Procedure.

1.7.5 Phase One – Environment Test Validation and its Charges

IBM to provide a Mainframe environment to Customer for testing purposes at no charge for three (3) months from the SOW Effective Date, for Customer to validate that Customer's application and workloads will run on IBM's Mainframe as a Service Platform. However, if IBM's environment successfully accomplishes the testing and validation requirements (Functional Testing Criteria) and Milwaukee County does not elect to move forward with IBM's Mainframe as a Service for Phases Two and Three, IBM will provide Customer with Work Products for Phase One and an invoice for a one-time charge to Milwaukee County for up to \$150,000.00. IBM must provide all supporting documents to Customer for levy of any such charges under Phase One. Functional Testing Criteria required in order to successfully complete Phase One is outlined in Appendix D. Notwithstanding the foregoing, the Parties agree that in case IBM is not able to successfully accomplish the Functional Testing Criteria by July 30, 2017 or a mutually agreed upon later date, then Customer shall not be liable to pay this charge of up to \$150,000.00 and shall also have the right to immediately terminate this SOW without any liability to pay any penalty or other charges to IBM. It is further clarified that if IBM's environment successfully accomplishes the testing and validation requirements and Customer agrees to move forward with IBM's Mainframe as a Service for Phases Two and Three, IBM shall not invoice the Customer with this one-time charge up to \$150,000.00.

1.7.6 Phase Two – Transition Services and its Charges

IBM to provide transition services for Customer's successful migration of its mainframe applications to IBM's Mainframe as a Service Cloud Platform. During this Phase two, IBM shall be responsible for providing Customer with the, weekly status reports, transition plan and Hosting Services Go-Live Day plan to Customer. All these Transition services will be a fixed price and included in the Monthly Recurring Charges (MRC) below, with an estimated duration of four (4) months commencing one (1) week from Phase One End Date.

In the event the Transition phase is delayed, the SOW End Date will not be changed. However, the Estimated Start Date for the steady state schedules (Phase three) will be adjusted according to the new steady state start date via the Project Change Control Procedure.

If the Hosting Services Ready Date, "Go Live" is not achieved by November 30th, 2017 due to a delay solely caused by County's act and/ or omission, then IBM will charge Milwaukee County \$82,500.00 Dollars for each consecutive month of delay in addition to the MRC.

Month, Year	Transition Service Charges
Aug, 2017	\$0.00
Sept, 2017	\$0.00
Oct, 2017	\$0.00
Nov, 2017	\$0.00
Dec, 2017 – Each following month of delay till completion of Phase 2 or early termination of this SOW, whichever is earlier	\$82,500.00

1.7.7 Phase Three: Steady State Support and Monthly Recurring Charges

Subject to terms of Section 1.7.9 below, Steady State Service Charges will be invoiced monthly based on the *Billing Schedule below*. Invoicing will occur for the current month's steady state activities and will be effective in the first month following the completion of the Transition Phase.

1.7.8 Billing Schedule

The billing schedule for Steady State (Phase Three) is described in the following table.

STEADY-STATE	2017 - 2018	2018-2019	2019 - 2020	2020 - 2021	2021-2022
MONTH	MRC	MRC	MRC	MRC	MRC
Dec	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00
Jan	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00
Feb	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00
Mar	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00
Apr	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00
May	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00
Jun	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00
Jul	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00
Aug	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00
Sep	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00
Oct	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00
Nov	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00	\$82,500.00
TOTAL					\$4,950,000.00

Amounts in the table above are in US Dollars.

Except in the event that this SOW is terminated by Customer before the End Date of Phase three, the total charges for Services under this SOW, will not exceed \$4,950,000.00 unless the Baselines set out in this SOW are increased.

1.7.9 Adjustments to Monthly Recurring Charges

Monthly Recurring Charges indicated in *Billing Schedule*, above may be adjusted based on Customer's monthly resource allocation as described in this section. The Contractual Baseline will be charged each month as part of the Monthly Recurring Charges (MRC). Adjustments to these charges for changes in MSU resource consumption, or flexing up or down from the Contractual Baseline will be made in arrears and calculated as described in the Additional Resource Charge (ARC) and Reduced Resource Credits (RRC) section below.

Customer shall maintain a volume of Services during the Term of this scope of work, corresponding to the total Charges by Contract Year of not less than 20% of the Annual Service Charge amount.

Where ARC's and RRC's exceed or reduce by more than **20 %** over a period of **3** consecutive months, Customer and IBM mutually agree to negotiate in good faith and make equitable adjustments to Customer Contractual Baseline along with associated pricing adjustments.

1.7.9.1 Invoicing

At the beginning of each month, IBM will issue an invoice for Mainframe as a Service charges that will include the following items as appropriate:

- a. MSU'S Resource Unit billing for processor and optional Software Stack usage shall be based on: the lesser of the Caps (Hard or Soft) or the actual Peak Four (4) Hours Rolling Average usage as reported by the SCRT tool, and, the greater of the actual Peak Four (4) Hours Rolling Average usage and the RRC Floor;
- b. the charges for the Contractual Baseline Resource Units as set forth Appendix E;
- c. any Additional Resource Charges (ARC) or Reduced Resource Credits (RRC) from the prior month as outlined below;
- d. other additional charges as incurred; and
- e. any applicable taxes.

1.7.9.2 Additional Resource Charges (ARCs) and Reduced Resource Credits (RRCs)

The Contractual Baseline for each Service Type provided to Customer under this SOW is specified in Appendix E.

- a. In the event Customer elects to Flex Up or Flex Down in accordance with Appendix E, Adjustments to the Mainframe as a Service Resource Units: Flex Up and Flex Down, such change requests may result in an ARC or RRC as set forth below;
- b. ARCs apply when Customer submits a change request and uses such additional MSU resource units above the Contractual Baseline for each Service Type in accordance with Appendix E;
- c. RRCs apply when Customer has consumed fewer MSU resource units than the Contractual Baseline or has submitted a change request for a reduction of resources below the Baseline for each Service Type in accordance with Appendix E;
- d. after the completion of each month during the Term following the second month after the steady state start date, IBM will calculate ARCs and RRCs as set forth in this section;

1.7.9.3 ARC / RRC Pricing

The Unit pricing for requested allocation differences to the Service Baseline are specified in the table below:

RU Description*	Unit of Measure	Rate Per
Primary Mainframe z/OS	MSU	\$1,266
Secondary Mainframe z/OS	MSU	\$100
Mainframe Memory	GB	\$150
Storage DASD	GB	\$.75
Storage vTape	GB	\$.25

* These Services can be flexed up or down off the Contractual Services Baselines specified in Appendix E (Mainframe as a Service Contractual Baselines) at the price points shown in the above table.

The ARCs and RRCs pricing does not included third party software adjustments for MSU's.

1.7.9.4 Other Charges

If travel is required, it must be Customer's prior written consent and any reimbursement of travel expenses shall be reimbursed according to the terms of County's Travel Policy attached hereto as Exhibit K. When IBM employees visit more than one client on the same trip, the expenses incurred shall be apportioned in relation to the time spent with each client. Travel time shall not be considered as time spent providing Services hereunder and is therefore not billable and will not accrue to time allotted for an engagement. Actual travel related and living expenses will be invoiced monthly. Shipping charges that are incurred by IBM during the performance of this SOW will be invoiced to Customer as incurred.

If at any time during Phase three any of Customer's LPARs fail to satisfy the Customer's responsibilities or Service Criteria as set forth in the Mainframe as a Service Plan, through no fault of IBM, and such failure either:

- a. hinders, or prevents the normal operation, maintenance, or upgrading of any server in the Mainframe as a Service environment, IBM may, in its sole discretion, and upon six month prior written notice to Customer, move Customer's LPARs to a dedicated mainframe server, and Customer and IBM shall mutually agree to reasonable charges for any additional hardware, software and/or services required to perform such a move or to operate Customer's LPARs on such dedicated mainframe server; or
- b. materially increases the cost to IBM of keeping any or all of Customer's LPARs within the Mainframe As A Service environment, then IBM and Customer shall in good faith discuss and mutually agree on any such additional charges as are reasonable in the circumstances. For example, if additional software costs are incurred as a result Customer's software not being at a level supported by Mainframe as a Service then Customer may be liable to pay portion of such charges.

1.7.10 Early Termination Charges

The County reserves the right to terminate this SOW at any time for any reason by providing IBM thirty (30) days' written notice of such termination. In the event of said termination, IBM shall immediately reduce and/ or discontinue its activities hereunder as requested by the County, upon receipt of said notice. Upon said termination, IBM shall be paid for all Services amortized or properly rendered by IBM and accepted by County through the date of termination. The Parties

agree that notwithstanding any conflicting terms in any Exhibits or SOW to this Agreement, other than the amortization charges mentioned in the below table, IBM will not charge County with any termination fee for such early termination by County should the Milwaukee County Board of Supervisors fail to appropriate monies required for the payment of Services under this SOW.

If termination of this SOW occurs before the SOW End Date, then the following amortization charges will be paid by Customer to IBM.

Within thirty (30) days of IBM's receipt of Customer's notification of its termination of this SOW for its convenience, IBM will invoice Customer for such Amortization Charge. Customer will pay such charge{s} to IBM as specified in the Table Below.

For termination:	Customer will be charged (amortization charges):
from the start of Phase 3 and prior the first anniversary of Phase 3	10% of Remaining Billing Fees
from the first anniversary of Phase 3 and prior to the second anniversary of Phase 3	5% of Remaining Billing Fees
from the second anniversary of Phase 3 and prior to the third anniversary of Phase 3	4% of Remaining Billing Fees
from the third anniversary of Phase 3 and prior to the fourth anniversary of Phase 3	3% of Remaining Billing Fees
from the fourth anniversary of Phase 3 and prior to the expiration of this SOW	2.5% of Remaining Billing Fees

1.7.11 Transfer Assistance

1. If Customer desires IBM's assistance in transferring Services back to Customer, its Affiliates, or a Third Party effective as of termination or expiration of this SOW (Transfer Assistance) and upon Customer's reasonable written request, IBM will provide such Transfer Assistance at no additional cost to Customer:
 - a. to the extent IBM can perform such requested Transfer Assistance using its then-existing resources dedicated solely to providing the Services under this SOW, until expiration or termination of this SOW; and
 - b. to the extent IBM reasonably agrees to perform the requested Transfer Assistance, for the period of time requested by Customer, which period will end no later than six (6) months after the effective date of the expiration or termination of this SOW (the Transfer Assistance Period).
2. If IBM's Transfer Assistance will require the use of different or additional services or resources beyond that which IBM is then using to provide the Services in accordance with the Baselines and Service Levels, such request for Transfer Assistance will be considered a New Service subject to the Project Change Control Procedure.
3. During the Transfer Assistance Period, IBM will provide Customer, its Affiliates, and their Third Parties, as necessary, with reasonable access to the Services machines and software, provided:

- a. any such access does not interfere with IBM's ability to provide the Services or Transfer Assistance; and
 - b. such Third Parties and Customer's Affiliates comply with IBM's security and confidentiality requirements, including execution of a confidentiality agreement reasonably acceptable to IBM.
4. If IBM terminates this SOW for Customer's material breach, IBM will provide Customer with Transfer Assistance only if IBM agrees to provide such Transfer Assistance and Customer pays for such Transfer Assistance in advance.
 5. The applicable provisions of this SOW will remain in full force and effect during the Transfer Assistance Period.

1.7 Completion Criteria

IBM will have fulfilled its obligations for the Services described in this SOW when the following events occur for each of the phases:

1. Phase One – Environment testing and validation by County to move forward to Phase 2
2. Phase Two – Completion of transition into Steady State
3. Phase Three – Phase Three End Date has been reached and Services provided as per mutually agreed SLA

2 Schedule A - Phase One – Mainframe as a Service – Environment Testing Validation

2.1 Introduction

As part of the Environment Functional Testing and Validation Phase, this Schedule **A** describes the scope and approach used by IBM to execute the testing and validation, including the subprojects that will be further defined in the transition work products.

2.2 Environment Functional Testing and Validation Services

Environment Functional Testing and Validation Services includes activities to build, configure, and test the Mainframe as Service Environment based upon a vanilla environment for Milwaukee County to test and validate that the environment will meet the requirements of the County to run their workloads in IBM's Mainframe as a Service Environment.

The mutual agreed upon Functional Testing Criteria is outlined in Appendix D.

Work Products:

- Environment Functional Testing and Validation Results

2.2.2 Environment Testing and Validation

Environment Testing and Validation Services includes activities that are needed to plan for, build, configure, connect, and test Customer's current mainframe systems in comparison to IBM's Mainframe as a Service platform.

Mainframe as a Service: Validation	IBM	Milwaukee County
Proof of Value Kick-off	Perform	
Environment Build	Perform	
Network Establishment	Assist	Perform
Environment Test and Validation	Advise	Perform

2.3 Environment Testing Validation Services Review

Proof of Value Kick-off	
IBM Will:	Service Description
<ul style="list-style-type: none"> Project Kick-off 	Review environment requirements, testing framework, time-frame, network enablement, validation criteria, and schedule critical path next-steps.

Environment Build	
IBM Will:	Service Description
<ul style="list-style-type: none"> Environment Build 	IBM to build and configure a dedicated vanilla Mainframe LPAR workload for Milwaukee County with a z/OS 2.1 Operating System.
<ul style="list-style-type: none"> IBM Software Configuration 	IBM to install IPLA and MLC products in order to complete functional testing. Post base zOS 2.1 install IBM will configure DB2 v11, CICs v4.0, and IBM DB2 Utilities Suite in preparation to turn environment over to Milwaukee County to test.
<ul style="list-style-type: none"> Data Shipment and Load 	Customer to ship tape equipment to IBM to load into System for connection into the Mainframe Environment.

Network Establishment	
IBM Will:	Service Description
<ul style="list-style-type: none"> Virtual private network tunnel 	IBM to provide a temporary vpn tunnel to Milwaukee County for connection into the Mainframe environment and data migration as applicable. IBM and Customer to test on both sides. Upon completion of test and LPAR connectivity, the Mainframe as a Service Environment will be turned over to Customer to begin testing and validation.

Environment Test and Validation	
IBM Will:	Service Description
<ul style="list-style-type: none"> Environment Testing 	Customer and IBM to develop joint testing and environment validation criteria. Customer to own and control testing and documentation. IBM to assist in a support role only until Customer notifies IBM of testing validation being complete.

2.4 Customer Responsibilities

Customer agrees to:

- Be responsible for testing environment and sharing testing results achieved;
- Allow IBM opportunity to make changes to environment to improve testing results if applicable; and
- Provide written authorization to either move forward to Phase Two or initiate wind down services as defined in section 1.7.11.

3 Schedule B – Phase Two - Mainframe as a Service – Transition Services

3.1 Introduction

As part of the Transition to Mainframe as a Service, this Schedule **B** describes the scope and approach used by IBM to manage the Transition, including the subprojects that will be further defined in the transition work products.

3.2 Transition Services

Transition Services will be comprised of three work activities: transition enablement, integration testing and UAT testing. These work activities will include the joint steps and responsibilities between IBM and Milwaukee County to successful transition the existing mainframe environment to IBM's Mainframe as a Service environment for steady state.

3.2.1 Transition Management

3.2.1.1 IBM Transition Management Responsibilities

The IBM Transition Manager will establish a framework for communications, reporting, procedural and contractual activities for the Transition Services. This responsibility will be considered complete upon transition to Phase Two steady state.

Work Products:

- Status Reports*
- Transition Project Plan*
- Move Day (Hosting Services Go Live Day) Plan

3.2.2 Transition Services

Transition Services includes activities that are needed to plan for, and move the Customer's in-scope mainframe systems to IBM's Mainframe as a Service environment.

Mainframe As A Service: Transition	IBM	Milwaukee County
Transition Enablement:		
Transition Planning and Design	Perform	
Enterprise Security Review	Assist	Perform
Management Support	Perform	
Integration Testing:		
Platform Software Installation	Perform	
Integration Set-up and Configuration	Assist	Perform
Data Migration and Application Testing	Advise	Perform
Job Scheduler Conversion & Testing	Assist	Perform
Software Conversion to IBM & Testing	Perform	Assist
UAT Testing:		
Firewall & WAN Testing	Advise	Perform
Operational Readiness	Perform	Assist
Disaster Recovery Test	Perform	
Mainframe as a Service "Go Live"	Perform	

3.3 Transition Enablement Services

Transition Planning and Design	
IBM Will:	Service Description
<ul style="list-style-type: none"> Initial Transition Plan 	Document management strategy, document transition objectives, document and confirm transition responsibilities, outline assumptions and dependencies, and complete transition milestones.
<ul style="list-style-type: none"> Transition/ Migration Design 	Plan and document infrastructure, disk, tape, and network configurations required for migration.

Enterprise Security Review	
IBM Will:	Service Description
<ul style="list-style-type: none"> Existing Security Process Review 	Initiate the technical platform review and assessment of Customer's security processes, roles, and responsibilities to baseline the security controls Customer has in place as of the Effective Date of contract.
<ul style="list-style-type: none"> Customer Security Document 	Develop a joint working document between Customer and IBM, that outlines the security protocol and compliance processes required to be maintained by both Customer and IBM through the life of this contact.

IBM Will:	Service Description
<ul style="list-style-type: none"> Business Office Set-up 	Establish the program office, communication governance, financial management, and service performance management required to deliver Mainframe as a Service environment.
<ul style="list-style-type: none"> Mainframe as a Service Delivery Transition 	Establish the Mainframe as a Service Delivery Team including: infrastructure, network, server security, platform support, system operations, performance and capacity, middleware, storage, back-up and recovery, and media. Develop wave plan for shift support transition from Customer to IBM.
Management Support	

3.4 Transition Integration Testing Services

Platform Software Installation	
IBM Will:	Service Description
<ul style="list-style-type: none"> IBM IPLA SW Installation 	IBM to install and configure selected IPLA products in order to complete the platform build, to begin integration testing.

Integration Set-up & Configuration	
Customer Will:	Service Description
<ul style="list-style-type: none"> Internal and External System Set-up 	Customer to configure and connect external systems i.e. FTP, Print etc into IBM's Mainframe as a Service Environment for testing.
<ul style="list-style-type: none"> Integration Testing 	Customer to lead point to point integration testing between Customer's third party systems or controls to IBM's Mainframe

	as a Service Environment. IBM to assist Customer with internal connections into IBM's Mainframe as a Services Environment and make modifications if required to validate integration testing.
--	---

Data Migration and Application Testing	
Customer Will:	Service Description
<ul style="list-style-type: none"> • Data Migration 	Customer to initiate data migration into IBM's Mainframe as a Service Environment. IBM to advise Customer and provide required access to complete tasks. Customer to notify IBM upon completion, and IBM will begin to monitor daily data change rates.
<ul style="list-style-type: none"> • Application Testing 	Customer to own and control application testing. IBM to assist in a support role only until Customer notifies IBM of testing being complete.

Job Scheduler Conversion & Testing	
Customer Will:	Service Description
<ul style="list-style-type: none"> • Job Scheduler Re-write 	Customer to re-write all existing job scripts into IBM's Tivoli Workload Scheduler tool that will be installed by IBM. Customer to take existing jobs present today in third party system as a part of this migration and build into IBM's Mainframe as a Service Environment.
<ul style="list-style-type: none"> • Job Scheduler Testing 	Customer to verify job scripts, scheduling, and performance based the job scheduling system being provided in this new environment and test to validate integration and operational performance.

Software Conversion to IBM & Testing	
IBM Will:	Service Description
<ul style="list-style-type: none"> • Computer Associates Conversion to IBM SW 	IBM to install IBM's Output Manager SW product into the environment and migrate the existing applicable reports being used today in the current CA Tool set..
<ul style="list-style-type: none"> • Product Migration Testing 	IBM to lead with customer support testing to verify software product migration ie reports, user interface are operational.

3.5 Transition UAT Testing Services

Firewall and WAN Testing		
IBM Will:		Service Description
<ul style="list-style-type: none"> Customer's Existing Firewall 	Existing	IBM and Customer to work together to confirm traffic flow to and from Milwaukee County's existing firewall.
<ul style="list-style-type: none"> IBM WAN Circuit Deliver 		IBM to deliver WAN circuit and managed routers to Milwaukee Co and IBM facility. IBM and Customer to jointly test WAN circuit before establishing as primary network connection and to configure VPN IP-Sec for traffic and connection failover.

Operational Readiness		
IBM Will:		Service Description
<ul style="list-style-type: none"> Knowledge Transfer 		Perform validation of Knowledge Transfer requirements with the Customer and perform shadowing and reverse shadowing for identified roles and responsibilities between Customer and IBM Team.
<ul style="list-style-type: none"> Perform Environment Cutover Preparation 	Environment	IBM to perform up to two (2) "dry run" cutover tests and will prepare and update Move Day Plan document based on the Transition design along with criteria and timings established during cutover testing activities, along with Customer "go/no-go" decision points.
<ul style="list-style-type: none"> Perform Final Cutover 		Execute final Customer workload migrations to the Mainframe as a Service environment and perform final infrastructure testing/validations.

Disaster Recovery Test		
IBM Will:		Service Description
<ul style="list-style-type: none"> Disaster Validation 	Recovery	Establish connection feeds from primary to secondary and begin environment replication based upon transition design. Complete one (1) disaster recovery test, validate performance, and repair broken links if any required to complete test. IBM to support Customer's application teams with recovery testing if applicable.

Mainframe as a Service “Go Live”	
IBM Will:	Service Description
<ul style="list-style-type: none"> • “Go Live” 	Obtain written final Transition cutover approval from the Customer based on “Go/No Go” decision point in the Move Day Plan. IBM to Assume Steady State operations and “Go Live” Mainframe as a Service Delivery.

3.6 Customer Responsibilities

Customer agrees to:

- d. Be responsible for implementing IBM's recommendations and for the results achieved;
- e. Provide written approval for final cutover to Mainframe as a Service based on “Go/No-Go” decision point in the Move Day Plan;
- f. All business application upgrades, remediation, testing and validation related to the Transition to the Mainframe as a Service environment;
- g. Providing feedback to IBM for results of their business application testing during the Transition; and
- h. Actively participate in Knowledge Transfer activities with IBM as needed.

4. Schedule C – Phase Three - Mainframe as a Service – Steady State

4.1 Introduction

As part of Phase Three: Mainframe as a Service, this Schedule **C** describes the scope and approach used by IBM to deliver Steady State Services.

4.2 Steady State Services

Steady State Services includes activities to support the Customer's in-scope mainframe infrastructure environment, workloads, processes, and systems management roles and responsibilities for the IBM Mainframe as a Service environment.

The table below outlines at a high-level the component based roles and responsibilities between Customer and IBM in the delivery of IBM's Mainframe as a Service Solution.

Please note: All system upgrades are to be treated on an individual project basis and are not deemed a part of this base SOW. Upgrades will be handled on a per request basis and will following the project change control procedures.

4.2.1 Steady State Management

4.2.1.1 IBM Steady State Management Responsibilities

The IBM Steady State Management will establish a framework for communications, reporting, procedural and contractual activities for the Steady State Services.

Work Products

- Customer Security Document (CSD)
- Standard Capacity Report
- Mainframe as a Service Plan

Mainframe as a Service: Steady State	IBM	Milwaukee County
Incident Management	Perform	
System Operations	Perform	
IBM Provided Software	Perform	
Customer Provided Software		Perform
Performance and Capacity Management	Perform	
Storage Management	Perform	
Data Center Network Management	Perform	
Data Center Security Services	Perform	
Disaster Recovery	Perform	
HW Management	Perform	
Change Management	Perform	
Problem Management	Perform	
Asset Services	Perform	
Help Desk	Assist	Perform

Logical and Physical DBA for:	Advise	Perform
Firewall Management	Advise	Perform
Application Library Management	Advise	Perform
RACF and ID Administration		Perform

4.3 Services Breakdown

Incident Management	
IBM Will:	Service Description
<ul style="list-style-type: none"> • Incident Management 	IBM project executive to management incidents through the agreed upon incident management and restoration process. IBM

	to drive problem and severity determination and execute communication until the service component has been restored and validated by Customer.
--	--

System Operations	
IBM Will:	Service Description
<ul style="list-style-type: none"> • Systems Management 	Manage, perform, and execute daily tasks related to production systems availability. Complete automated and scheduled tasks required to fulfill daily operations procedures and protocols. Execute restarts, reply to console messages, and detect and monitor systems 24/7/365.
<ul style="list-style-type: none"> • OS Support 	Manage, maintain, and provide support for all Customer's LPAR's residing the IBM Mainframe as a Service environment. Execute changes and respond to incidents as they are driven through the change and incident management process.
<ul style="list-style-type: none"> • Batch Management 	IBM to monitor, manage, maintain and control batch operations inside the Customer's environment. IBM to control restarts, scheduling, and batch reporting.
<ul style="list-style-type: none"> • Console Operations 	IBM to provide 24x7x365 Console Operations and Support for Customers Mainframe as a Service environment. IBM console team to support Customers existing job scheduling.

IBM Provided Software	
IBM Will:	Service Description
<ul style="list-style-type: none"> • IBM MLC & IPLA SW Products 	IBM to provide, install, manage, maintain, and support all IBM MLC & IPLA products running in Customer's environment. IBM to support all IBM MLC & IPLA software products in alignment with the agreed upon incident and change management processes, and Customer will maintain all control for application and code releases into the IBM Mainframe as a Service environment.

Customer Provided Software	
Customer Will:	Service Description
<ul style="list-style-type: none"> • Third Party Products 	Customer to provide ISV software products and ensure licenses and contracts are current with third party suppliers as outlined in this SOW. IBM to manage and support for the ISV products

	running in Mainframe as a Service environment according to the incident, problem, and change management processes.
--	--

Performance and Capacity	
IBM Will:	Service Description
<ul style="list-style-type: none"> • Performance and Capacity Management 	Document, review, and report performance metrics and trends to Customer on a regular basis based upon agreed upon governance structure. IBM to also warn Customer regarding peaks, valleys, and performance thresholds and provide recommended actions regarding how to maximize IBM's Mainframe as a Service consumption model.

Storage Management	
IBM Will:	Service Description
<ul style="list-style-type: none"> • Storage Management 	Provide data set management, storage environment management, storage replication, back-up/restore and media management required to support the Customers environment. Manage, maintain, monitor and respond to change requests per the agreed upon process.

Data Center Network Management	
IBM Will:	Service Description
<ul style="list-style-type: none"> • LAN Management 	Monitor, manage, and maintain LAN configurations, setup, protocols, and thresholds established during transition process and maintain throughout the steady-steady support contract.
<ul style="list-style-type: none"> • WAN Management 	Monitor and manage WAN circuits, routers, and capacity between Customer Data Center and IBM Data Center.

Data Center Security Services	
IBM Will:	Service Description
<ul style="list-style-type: none"> • Security Support 	IBM project executive to manage and maintain security compliance support as agreed upon in the Customer and IBM CSD (Customer Security Document). IBM project executive will provide required documentation showing IBM's compliance and procedures for maintaining the IBM Mainframe as a Service environment for Customer's annual audit processes.

<ul style="list-style-type: none"> • Infrastructure Protection 	<p>IBM to provide infrastructure protection as outlined in the transition design document. All Infrastructure protection services will be outlined and agreed upon between Customer and IBM and managed via the Customer Security Document.</p>
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Disaster Recovery Services	
IBM Will:	Service Description
<ul style="list-style-type: none"> • Disaster Recovery Support 	<p>IBM to provide a continuous secondary site that will act as failover location in the event of a primary location disaster. IBM to configure, maintain, and support the environment and maintain the sizing baselines based upon the primary site infrastructure which will fluctuate throughout the life of the contract. RTO and RPO support will be outlined in the Transition Design Document based upon Customer and IBM's final recovery plan.</p> <p>Customer will retain ownership of the overall Disaster Recovery Plan and IBM will execute that plan on the Customer's behalf annually.</p>
<ul style="list-style-type: none"> • Annual Test 	<p>IBM to provide an annual disaster recovery test execution and assessment. IBM to document/ review problems/ changes that should be resolved via the change management process.</p>

Hardware Management	
IBM Will:	Service Description
<ul style="list-style-type: none"> • HW Management 	<p>Maintain, support, and manage all physical infrastructure components residing in the IBM Mainframe as a Service environment. IBM to maintain an inventory of hardware and its licensed codes on a semi-annual basis for review and compliance verification.</p>

Change Management	
IBM Will:	Service Description
<ul style="list-style-type: none"> • Change Management 	<p>IBM account team to manage and maintain the change management process with Customer. The change management roles and responsibilities will be outlined in the Process Interface Manual and agreed upon by both Customer and IBM.</p>

Problem Management	
---------------------------	--

IBM Will:	Service Description
<ul style="list-style-type: none"> • Problem Management 	IBM account team to manage and maintain the problem management process with Customer. The problem management roles and responsibilities will be outlined in the Process Interface Manual and agreed upon by both Customer and IBM.

Asset Services	
IBM Will:	Service Description
<ul style="list-style-type: none"> • Inventory Support 	Provide continuous support and bi-annual review of Milwaukee County's existing software inventory for all products residing on the mainframe including version, contract owner, currency, documentation and licensing currency. Recommend contract consolidation or cost-take out opportunities where applicable, all contract changes would be subject to the project change control procedures.

Help Desk	
Customer Will:	Service Description
<ul style="list-style-type: none"> • Help Desk 	Customer to provide Help Desk System and IBM to provide Level 1 support on a 24/7/365 for all inquiries related to potential incidents, problems, changes related to the IBM Mainframe as a Service environment. Customers help desk team to assign a specific queue for environment alerts and IBM to generate, track, report, and respond in accordance with the service levels established between Customer and IBM.

Database Administrators	
Customer Will:	Service Description
<ul style="list-style-type: none"> • Logical and Physical DBA's 	Customer to provide, maintain, and support logical and physical DBA requirements. DBA support services to be maintained by customer and will follow the incident/ problem/ change management process set forth between Customer and IBM.

Firewall Management	
Customer Will:	Service Description

<ul style="list-style-type: none"> • Firewall Management 	Monitor and manage traffic to and from IBM Mainframe as a Service environment using Customer's existing firewall at Customers Data Center.
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Application Management	Library	
Customer Will:		Service Description
<ul style="list-style-type: none"> • Application Management 	Library	Customer to provide, maintain, and control all code level releases and library management required per application.

RACF Support		
Customer Will:		Service Description
<ul style="list-style-type: none"> • RACF Services 		Customer to provide and support all RACF related services inside the Customer's Mainframe as a Service environment. Customer to maintain control polices, thresholds, and procedures for system level ID and access and security management.

4.4 Mainframe as a Service Plan

The Service Plan is the document owned and maintained by IBM which is updated periodically and defines:

- the supported Hardware Levels and any planned changes;
- the supported Software Levels and any planned changes;
- the current HW Maintenance Schedule; and
- the Service Criteria.

The Hardware Levels, z/OS Software Levels and z/OS HW Maintenance Schedule current at the time of the agreement of this contract are listed in the Work Product.

4.4.1 Service Plan Tasks

The Mainframe as a Service Environment is a shared information technology computing environment. The Mainframe as a Service Plan outlines the tasks IBM and Customer will perform as it relates to general services in the environment.

4.4.1.1 IBM Responsibilities

To maintain consistent service delivery to Customer IBM will:

- provide no less than three (3) months written notice to Customer of any changes to the Service Plan;
- at least once a year, publish the current Software Levels and any planned upgrade (s) in the Service Plan;
- provide reasonable prior notice to Customer of any change to the Servers in the Mainframe as a Service Environment which are likely to require new or replacement software keys;

- d. publish and be responsible for managing changes to the HW Maintenance Schedule as defined by IBM in the Service Plan
- e. only support devices connected to Customer's LPARs that are supported by the published levels of hardware and software described in the current Service Plan;
- f. reserve the right to use the hardware within the Mainframe as a Service Environment, in the sole discretion of IBM, to host LPARs which are owned and used by IBM, or by other Customers of IBM;
- g. reserve the right to perform, in IBM's sole discretion, non-disruptive hardware changes (i.e., those which do not require Customer's LPARs to be re-started or otherwise interrupted), during the Service Hours; and
- h. reserve the right to change Customer's Primary Server to another Server within the same Complex at IBM's cost.
- i. only support devices connected to Customer's LPARs that are supported by N - N-2 levels of hardware;

4.4.1.2 Customer Responsibilities

In order for IBM to continue steady-state support Customer will:

- j. agree to adhere to IBM's release level requirements as specified in the Service Plan;
- k. agree to participate as needed when software levels are upgraded by IBM:
 - (1) in the case of IBM software, at the defined Software Level. Once a new version is licensed in the Mainframe as a Service Environment, all Customers running that Software Product have one year to upgrade to this software version, and
- l. agree to allow IBM to perform HW maintenance of the Servers within the environment in accordance with such HW Maintenance Schedule in the Service Plan.
- m. within thirty (30) days of receipt by Customer of an updated HW Maintenance schedule, Customer may raise any reasonable concerns it has with the HW Maintenance Schedule and IBM will give due consideration to any such objection and may, but shall not be obliged to, make changes to the HW Maintenance Schedule; ensure that Customer Components are compatible with the Base Components;
- n. procure and provide Customer Components and be responsible for all applications software related services, such as:
 - (1) acquisition and asset management;
 - (2) maintenance (including upgrades as required to maintain applications software currency) in accordance with the Base Components currency requirements;
 - (3) change management and scheduling including coordinating applications software change management and the associated integration with shared environment change management and HW Maintenance Windows; and
 - (4) third party supplier and associated contract management including vendor interface for problem management/resolution;
- o. register all Customer Components with the applicable vendors, in accordance with the applicable vendor's license terms and conditions and adhere to all vendor license terms and conditions; and

- p. agree to the use of pre-approved change records in the Change Management Process to notify Customer of changes which can occur throughout the day. The content of the change record will indicate the component(s), but will not specify exact nature of the change.

IBM agrees to provide the Services described in this SOW provided Customer accepts this SOW by signing in the space provided below on or before **July 31st 2017**.

This SOW and the Master Agreement are the complete agreement regarding the Services. Each party agrees that no modifications have been made to this SOW.

Agreed to:

Milwaukee County

By  DocuSigned by:
852C38E74604439...

Authorized signature
 Title: Chief Information Officer
 Name (type or print): Laurie Panella
 Date: 7/14/2017

Customer identification number:

Customer address:
 633 W Wisconsin Ave Suite 1100
 Milwaukee, WI 53226

Agreed to:

International Business Machines Corporation

By  DocuSigned by:
C9F5FBBE0316457...

Authorized signature
 Title: IBM Client Executive
 Name (type or print): Gregory J Bruggen
 Date: 7/14/2017

SOW name: Mainframe as a Service for Milwaukee County

SOW number: MIL-45231

IBM address:
 3500 BLUE LAKE DR
 BIRMINGHAM, AL 35243

Appendix A: Project Procedures

Project Change Control Procedure

The following process will be followed if a change to this SOW is required.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the Services.
- The requesting Party will review the proposed change and determine whether to submit the request to the other Party.
- Both Parties will review the proposed change and recommend it for further investigation or reject it. IBM will specify any charges for such investigation. A PCR must be signed by authorized representatives from both Parties to authorize investigation of the recommended changes. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the SOW.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both Parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both Parties will continue to act in accordance with the latest agreed version of the SOW.

Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the performance of the Services.

- When a conflict arises between the Customer Project Manager and IBM, the project team member(s) will first strive to work out the problem internally.
- Level 1: If the project team cannot resolve the conflict within ten business days, the manager of the Customer Project Manager and the IBM services delivery manager will meet to resolve the issue.
- Level 2: If the conflict is not resolved within ten business days after being escalated to Level 1, Customer's executive sponsor will meet with the IBM executive responsible for IBM's relationship with Customer to resolve the issue.
- If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure.
- If the conflict remains unresolved after Level 2 intervention, then either Party may terminate the applicable Service in accordance with this SOW.
- During any conflict resolution, IBM agrees to provide Services pending resolution of the conflict. Customer agrees to pay undisputed invoices per this SOW.

For the purpose of clarity, for IBM to continue to provide Services pending resolution of conflict, in the event of a dispute of an invoice, disputed amounts may not exceed a maximum of 100% of a single invoice, and are not to exceed in aggregate one month portion of the average monthly billing in Phase three.

Appendix B: Definition of Terms

Definitions

Affiliate -- means any entity controlling, controlled by, or under common control with IBM or Customer. The term "Control" and its correlative meanings, "controlling," "controlled by" and "under common control with," means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent of the aggregate of all voting equity interests in an entity.

Additional Resource Charge ("ARC") -- means the charge, as set forth in Appendix E (Mainframe as a Service Contractual Baselines), to Customer if consumed Resource Units are above the applicable Contractual Baseline.

Assigned Resource Units -- means the number of MSU Resource Units assigned to Customer.

Base Component -- means the Mainframe As A Service hardware and software that IBM makes available including those specified in the SOW.

Cap -- means a Server capacity limit that is established to control the amount of capacity made available to Customer environment.

Change Management Process -- Means the mutually agreeable process and systems for requesting changes to the Customer infrastructure Resource Units.

Contractual Baseline -- means the Resources Units specified in Appendix E (Mainframe As A Service Contractual Baselines).

CLS—means Critical Service Level

Customer Component -- means software that Customer provides to IBM under this SOW.

DASD -- means direct access storage device or disk storage.

Forecasted Monthly Usage -- means a twelve (12) month rolling forecast of anticipated Resource Units provided by Customer to assist IBM with capacity planning.

Gigabytes or GB -- means 1,000,000,000 bytes of data.

Hard Cap -- means a capacity limit set on the number of MSU'S available to an LPAR. During any system management time slice, the number of MSU'S available to an LPAR cannot exceed such limit.

IBM Data Center -- means a building owned, leased or rented by IBM, located in **Boulder, CO** and used by IBM to house IBM internal and/or IBM Customer information technology services and systems.

Integrated Facility for Linux (IFL) means - IBM mainframe processor dedicated to running the Linux operating system.

ISV -- means the independent software vendor for software products which are licensed for use by Customer within its assigned LPAR(s).

KPI—Key Performance Indicator

Large System Performance Reference (LSPR) -- means the set of relative performance indicators for System z published by IBM.

LPAR -- means a logical partition of the mainframe in which physical resources are assigned and a unique instance of the z/OS operating system is installed.

Mainframe as a Service -- means z infrastructure, hardware, software, and services delivered in a consumption based model.

Mainframe as a Service HW Maintenance Schedule -- means the schedule of HW Maintenance Slots.

Mainframe as a Service HW Maintenance Window -- means the period(s) of time and date(s) upon which one or more Servers in the Customers environment will undergo HW maintenance which may result in Service Outages for Customer Standard LPAR(s).

MSU'S -- means millions of instructions per second, and is a standard measure of capacity for mainframes. Each System z server model will have a stated MSU'S rating.

MSU -- means millions of service units and is a capacity measurement used for licensing software by some vendors including IBM. IBM defines the ratio between MSU and MSU'S. This ratio varies between processor families and models. Each System z server model will have a stated MSU rating.

Parties -- means IBM and Customer, collectively.

Peak Four (4) Hour Rolling Average -- means the highest number of MSU'S used during any consecutive four hour measurement period.

Primary Server -- means the Server within the Customer's Mainframe As A Service environment which has been assigned to host a Customer LPAR(s) during normal operation.

Primary Site -- means the IBM Data Center *Boulder, Colorado* hosting the Customer Primary Server.

Project Change Control Procedure -- means the process for making changes to this agreement outlined in Appendix A: Project Procedures.

Remote Managed Services are services provided from a remote location. Hands and feet services are not included.

Reduced Resource Credit ("RRC") -- means the credit, as set forth in Appendix E (Mainframe As A Service Contractual Baselines), to Customer if consumed Resource Units are below the applicable Contractual Baseline.

Resource Unit or (RU) -- means units of resource for which IBM and Customer have established a Mainframe As A Service Contractual Baseline.

RRC Floor -- means the lower limit at which RUs based on actual usage will be allowed to drop below the Mainframe As A Service Contractual Baseline for billing purposes.

SCRT -- means the IBM Sub Capacity Reporting Tool which is used by IBM to measure capacity utilization on an LPAR basis averaged out during a 4 hour average sampling window.

Server -- means the physical processor and processor components that are in the Mainframe As A Service infrastructure.

Services -- means the, Work Product and other tasks and obligations of IBM as set out in Section 1 of this SOW.

Service Commencement Date -- Actual date steady state begins for Service Levels

Service Management Tool -- Tool used for ticket managing (e.g. Service Now)

Services Machines -- means machines that are owned, leased, or rented by IBM and used by IBM to provide the Services

Soft Cap -- means a capacity limit set on the average MSU'S available to an LPAR over a 4 hour rolling time period. The actual MSU'S available at any moment in time can exceed such limit up to the MSU'S capacity of the number of logical processors assigned to the LPAR.

Software Stack -- means the software available

SOW Signature Date -- means the date of the last signature on this SOW.

SOW Effective Date -- means May 1, 2017.

SOW End Date -- means Nov 30, 2022.

Subcontractors -- means contractors, vendors, agents, and consultants selected and retained by IBM or Customer, respectively, specifically to perform activities that are the applicable Party's obligations under this Agreement.

Work Product – means materials that IBM leverages and shares with Customer throughout the duration of the Mainframe as a Service engagement. These are included in the Services to be provided by IBM under this SOW.

Appendix C: Service Level Agreements

Incident Response

“Incident Service Level” is the measurable performance on Response Time and Resolution Time, both as defined below, at an agreed attainment level set forth in the table below.

“Resolution Time” means the time difference between the time the first resolver group(s) receives a ticket for resolution and the point in time in which IBM resolves the incident or provides a work around for the incident.

“Response Time” refers to the difference between the time an incident ticket is submitted and the time the first resolver group(s) accept a ticket for resolution.

1.1 Severity Definitions:

Customer or IBM will assign the following priority levels to each problem or incident, and IBM shall correct such problem or incident reported by Customer or otherwise known to IBM as follows:

- a. Severity 1 – Critical impact problem that makes the Customer IBM Mainframe As A Service environment unavailable. IBM will respond to all Severity 1 problems within fifteen (15) minutes and shall invite Customer into open conference bridge for status updates until severity level downgraded or problem resolved. A Severity 1 Problem shall be resolved within four (4) hours after receiving Customer’s notification of such problem. Severity 1 problem support is available 24x7 each day of the year.
- b. Severity 2 – Major Impact. A non-essential function or Service is not available. IBM will respond to all Severity 2 problems within thirty (60) minutes and shall continue to provide Customer with periodic reports (no less frequently than once every thirty (30) minutes) on the status of the problem. A Severity 2 Problem shall be resolved within eight (8) hours after receiving Customer’s notification of such problem. Severity 2 problem support is available 24x7 each day of the year.
- c. Severity 3 – Minor impact. The Customer environment is not seriously affected. IBM will respond to all Severity 3 problems within one (1) hour and shall continue to provide Customer with daily reports on the status of the problem. A Severity 3 Problem shall be resolved within five (5) Days after receiving Customer’s notification of such problem. Severity 3 problem support is available during IBM’s normal business hours which are 8:00 a.m. to 5:00 p.m., Central, Monday through Friday, excluding holidays.
- d. Severity 4 – No impact. Short coming, dissatisfaction, or question. IBM will respond to all Severity 4 problems within twenty-four (24) hours and shall continue to provide Customer with daily reports on the status of the problem. A Severity 4 problem shall be resolved within ten (10) days after receiving Customer’s notification of such problem. Severity 4 problem support is available during IBM’s normal business hours which are 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding holidays.
- e. Emergency – Ability to conduct business is not being affected, however due to other business driving decisions, the request needs to be handled as quick as possible. IBM will respond to Emergency requests within thirty (30) minutes. Emergency request support is available 24x7 each day of the year.

Specific Service Level Targets

Service Level	Target	Category
Severity 1 response	within 15 min	CSL
Severity 2 response	within 60 min	KPI
Severity 1 restore	within 4 hours	CSL
Severity 2 restore	within 8 hours	CSL
Severity 3 restore	within 5 business days	KPI
Severity 4 restore	within 10 business days	KPI
Availability (Prod LPAR)	99.90%	CSL
Availability (Non-prod)	99.90%	KPI

1.2 Incident Service Level Credits and Calculations

Customer will be entitled to receive credits for each failure by IBM to meet the Incident Service Levels set forth above in any calendar month during Phase 3 of the Term of the Agreement (“Incident Service Level Credits”); provided, that such Incident Service Level Credits will be provided for Severity 1 and Severity 2 incidents only and in accordance to the terms set forth below:

The Incident Service Levels described above will become effective following the date of commencement of Phase Two.

Each missed Response Time (each, a “Response Time Default”) within the measurement period will result in an Incident Service Level Credit of two percent (2%) of the monthly recurring charges for such measurement period, subject to the Maximum Service Level Credit Cap (as defined below).

Each missed Resolution Time (each, a “Resolution Time Default,”) within the measurement period will result in an Incident Service Level Credit of five percent (5%) of the monthly recurring charges for such measurement period, subject to the Maximum Service Level Credit Cap (defined below).

The “Maximum Service Level Credit Cap” means, in any measurement period, the maximum aggregate Incident Service Level Credits for both Response Time Defaults and/or Resolution Time Defaults will be ten percent (10%) of aggregate monthly recurring charges.

Mainframe as a Service Availability

“Mainframe as a Service Availability” means Customer and its Affiliates can access and use any material features and functions of the Service in accordance with this SOW, including without limitation the components set forth below, and all aspects of the Mainframe as a Service shall be available seven (7) days a week, twenty-four (24) hours per day, inclusive of holidays and exclusive of Planned Maintenance Period (as defined herein). Mainframe as a Service Availability will be measured from the Operating System by IBM.

The Customer’s Mainframe as a Service environment shall achieve a Service Availability of at least 99.9% (“Target Availability”) for the following components

- Primary Site
- IBM Production LPAR server and storage hardware
- IBM Production LPAR operating system and database software

The “Maximum Service Level Credit Cap” means, in any measurement period, the maximum aggregate Incident Service Level Credits for both Response Time Defaults and/or Resolution Time Defaults will be ten percent (10%) of aggregate monthly recurring charges.

The measurement period will be for a calendar month and calculated on a monthly basis. Measurements exclude planned maintenance periods to occur during the hours of 2:00 pm and 6:00 pm CT on 3rd Sundays of every month or as otherwise set forth herein (“Planned Maintenance Period”); provided, that IBM provides Customer with at least seven (7) days’ prior written notice of such maintenance via email or as otherwise agreed upon by the parties.

General

3.1 Failure to Perform

If IBM commits a Response Time Default, Resolution Time Default, and/or a Service Level Default (collectively, a “Service Level Default”) (or is likely to commit one based on IBM’s performance during the applicable month), IBM shall promptly, taking into consideration the severity of the failure: (a) investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the problem, including performing a root cause analysis of the problem for Severity 1 Incidents; (b) advise Customer, as and to the extent requested by Customer, of the status of remedial efforts being undertaken with respect to such problem; (c) minimize the impact of and correct the problem and begin meeting the Service Level; and (d) take appropriate preventive measures so that the problem does not recur.

3.2 Single Event Causing Multiple Defaults

If a single triggering event causes more than one Service Level Default during a calendar month, then Customer may elect to recover any one, but only one, of the Service Level Credits or Incident Service Level Credits corresponding to such Service Level Default during such month.

3.3 Customer's Ability to Maximize Service Level Defaults

If any combination of Service Level Defaults equal to ten percent (10%) of the aggregate monthly Services charge for the measurement period, then only the actual Service Level Credit for Mainframe as a Service Availability will prevail during such measurement period.

Excluded Events

The following exclusions apply:

- q. where there is a repeat Service Level failure attributable to a single event then IBM will issue a credit for the initial Service Level failure only attributable to that event;
- r. Service Level measurements exclude planned maintenance periods as provided by IBM 12 months in advance;
- s. Service Levels do not apply when disaster recovery is invoked (or when IBM recommends that it is invoked) until after the first successful DR test has been completed.
- t. Service Levels do not apply between the point of invocation of disaster recovery (or when IBM recommends that it is invoked) and the point when the service is deemed to be running at the DR location;
- u. IBM is not responsible for any Service Credit, Service Level Failure or outage where the root cause analysis identifies the root cause was not as a result of an act or omission by IBM under this Statement of Work, including:
 1. as a result of any action or inaction by Customer or its subcontractors;
 2. as a result of any issues with out-of-support or down-level ISV software;

3. where the incident follows an ISV software upgrade which is identified as being the cause; and
 4. as a result of force majeure.
- v. Where IBM proposes a problem fix and Customer does not allow IBM to implement the fix or delays the fix, then IBM will not be responsible for any Service Credit, Service Level Failure or outage, where the failure is a direct result of the prevention or delay in implementing the fix; and
 - w. Where IBM propose a software patch and Customer does not allow IBM to implement the patch or delays the patch, then IBM will not be responsible for any Service Credit, Service Level Failure or outage, where the failure is a direct result of the prevention or delay in implementing the patch.

Appendix D: Functional Testing Criteria

PROOF OF CONCEPT ACTIVITIES:

The activities listed below are to be defined as the functional testing requirements that Milwaukee County requires in order successfully complete the proof of concept. IBM to provide the ability for Milwaukee County to functional test the below requirements in IBM's Mainframe as a Service Environment. This proof of concept will be considered complete when Milwaukee Co successfully tests the following:

1. CGI compiles and runs on zOS v2.1
2. CGI compatible with DB2 v11.0
3. CGI compatible with CICS v4.0
4. Able to execute DB2 data loads into v11.0 using IBM DB2 Utilities Suite
5. CGI Web Client integration works
6. CGI-Excel batch process load (FTP) works
7. CGI batch programs run under manual execution
8. CGI Screens present correctly.
9. Existing DB2 triggers operate

Appendix E: Mainframe As A Service Contractual Baselines

Mainframe as a Service Contractual Baselines

IBM and Customer agree that the Mainframe as a Service Contractual Baselines are set forth **below** for the following z/OS services:

z/OS LPAR Services

z/OS Disk Storage Services

z/OS Virtual Tape Services

Baseline Table*	Unit of Measure	Baseline
Primary LPARs	LPARs	1
Secondary LPARs	LPARs	1
Primary Mainframe z/OS	MSU	8
Secondary Mainframe z/OS	MSU	8
Mainframe Memory	GB	4
Storage DASD	GB	1000
Storage vTape Compressed	GB	1000
Storage vTape Uncompressed	GB	5000

The Service Types indicated in this section will be assigned to Customer.

Hourly Services Rate Card

IBM is providing the below hourly rate services table for future service requests that are not yet defined. Customer can request hourly services for the life of this SOW term at the agreed upon rates in the table below.

Operational Assistance	Per Hour	\$79
System Programming/Administration	Per Hour	\$203

Charges for hourly support services requested by Customer, if any, (support that is outside the scope of Services included in the monthly recurring charges specified above) will be due as incurred upon prior written approval of Customer. IBM will charge for additional hourly support on (1) hour increments.

Appendix F: IBM NCPA Enterprise Contract (#01-67)

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Appendix G: Additional Terms and Conditions

Acceptance. Notwithstanding anything to the contrary in the Agreement and/ or this SOW, all of IBM's Services under Phase 1 and Phase 2 will be subject to review and written acceptance by Customer Project Manager, and no payment will be due before such acceptance, which will not be unreasonably withheld or delayed. IBM will correct all deficiencies per its scope of responsibilities under this SOW at no charge to Customer. For Services under Phase 3, the Parties shall refer to the mutually agreed SLA for evaluation of the quality of Services provided by IBM.

Independent Contractor. Each party to this SOW is an independent contractor and is not an agent or employee of, and has no authority to bind, the other party by contract or otherwise. IBM will determine, in its sole discretion, the manner and means by which its obligations under this SOW are to be performed, subject to the requirement that IBM shall at all times comply with applicable law. Customer has no right or authority to control the manner or means by which IBM performs its obligations under this SOW.

Staffing.

Subcontracting and IBM's Employees. IBM shall not assign, delegate, nor subcontract any portion of its rights, duties or obligations under the Agreement and this SOW without the express prior written consent of Customer. Notwithstanding IBM's retention of such third parties and said Customer consent (if provided by Customer), IBM shall remain responsible for the performance of Services under the Agreement and this SOW. IBM is responsible for ensuring that it has a written and enforceable agreement in place with each of its subcontractors that will enable IBM to perform its obligations under the Agreement and this SOW. Personnel used or supplied by IBM in the performance of any Services governed by this SOW shall be employees of IBM, and under no circumstances are such personnel to be considered employees of Customer. IBM shall have the sole responsibility for the conduct of its personnel, and for payment of its personnel's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. IBM shall be responsible for all employer obligations toward all of its personnel under all applicable laws.

Qualifications and Replacement. IBM represents it possesses the necessary skill, expertise, and capability to perform the services required by this Agreement. Customer represents that its employees will make available any needed information on systems, policies, procedures, and needs unique to County government. Customer may request to remove IBM personal for just cause.

Fees, Taxes and Licenses. Customer is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by IBM should be without such taxes. However, IBM shall be responsible for all federal, state and local permits, licenses, and fees, together with all governmental filing related thereto, which arise out of the performance of IBM hereunder, or which arise as a result of compensation paid hereunder.

Confidentiality. The obligations between the parties with respect to Confidential Information are as specified in Appendix J to this Agreement. Without waiving any other rights that Customer may have and notwithstanding anything to the contrary herein, Customer may terminate for cause this SOW upon written notice to IBM in the event that IBM uses or discloses Customer Confidential Information other than as expressly permitted in this Section in a way that constitutes a material breach of the Agreement, provided that IBM shall have reasonable advance notice of such request and, if possible, a reasonable period in which to cure such breach.

Additional Maintenance Commitments

In addition to exercising any of Customer's other rights and remedies under the Agreement and this SOW or otherwise at law or in equity, and subject to mutually agreed SLA commitments set out in this SOW, IBM shall provide Customer, free of charge, with any and all new upgrades, updates, releases, maintenance releases, and error or bug fixes (if applicable) of the deliverables (collectively, "Revised Code") which are designed to prevent disruptions or degradations of the services under this SOW.

Representations and Warranties

IBM represents that Customer's use or possession of any Services and/ or Work Product (including any pre-existing materials provided by IBM) will not constitute an infringement or violation of any patent, copyright, trade secret or other proprietary rights of any third party. Customer's sole and exclusive remedies for such infringement of proprietary rights of any third party are as specified in the in the CRA in the Agreement.

IBM warrants that, to the extent IBM or IBM personnel have access to Customer's legacy mainframe environment, they shall comply with the terms of Appendix H.

IBM shall use all commercially reasonable efforts to perform the Services as defined and described in this SOW and in accordance with the terms of the Agreement. IBM warrants that the Services provided under this Agreement shall be performed in a good and workmanlike manner in accordance with generally established professional standards and practices for such services and in accordance with commercially reasonable practices, and that such Services will comply with all applicable laws, regulations, codes, and ordinances.

IBM further warrants that its deliverables under this SOW: (a) do not and will not contain any restrictive devices such as any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical, or other means, which may restrict or otherwise impair the operation or use of deliverables or any material embodying or comprising deliverables; and (b) shall be free of viruses and other harmful code (including, without limitation, time-out features) which may interfere with the use of the deliverable(s) regardless of whether IBM or its personnel purposefully placed such code in the deliverable(s).

In the event of any failure by IBM to comply with any of the provisions contained in this Section, in addition to Customer exercising any of its other rights and remedies under the Agreement or this SOW or otherwise at law or in equity, and at no additional expense to Customer, as applicable, that IBM shall promptly either:

- (i) procure for Customer the right to peaceably and quietly continue using the deliverables; or
- (ii) replace infringing items or components of the deliverables with a non-infringing equivalent or a component or part thereof of equal performance and quality; or
- (iii) modify the infringing items or components of the deliverables so that they become non-infringing; or if options (i)-(iii) are not reasonably available;
- (iv) perform all tasks and services necessary to timely provide deliverables that satisfy the terms of the Agreement and this SOW, and that do not incorporate proprietary material, or otherwise infringe the rights, of any third party.

Immigration Rules. IBM warrants that it: (i) is in full compliance with the Immigration Reform and Control Act of 1986, as amended, and that it will only provide Customer with personnel whose employment eligibility has been verified; (ii) is in full compliance with all applicable laws relating to equal employment opportunity; and (iii) has implemented appropriate "revolving door" and conflict of interest screening mechanisms, and that it and its employees are in full compliance with all related regulations and laws, including, but not limited to, 5 C.F.R. Sec. 2635 et seq., 18 U.S.C. Sec. 204, 205, 207 and 208, and FAR Subpart 3.104 et seq.

No Litigation. IBM represents and agrees that there are no existing or threatened legal proceedings against IBM that would have an adverse effect upon its ability to perform its obligations under this Agreement or its financial condition or operations.

Indemnities. The IBM shall hold Customer harmless and shall indemnify Customer and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions in the performance of services of IBM, its agents, officer, employees and subcontractors.

The first paragraph under the "Liability and Indemnity" portion of the Client Relationship Agreement (incorporated into the IBM NCPA Enterprise Contract (#01-67)) is hereby deleted for this Transaction Document and replaced with the following:

A party's entire liability to the other party for any claims related to the Agreement will not exceed the amount of any actual direct damages incurred by the non-offending party, up to \$5,000,000 for the service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to IBM, its subsidiaries, contractors, and suppliers and Customer and its affiliates. Neither party will be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

Notwithstanding the limitation of liability set forth above, IBM shall be responsible for certain consequential damages arising out of IBM's (or IBM's employees', agents', or global personnel acting under IBM's direction) breach of IBM's data security obligations under this Agreement that results in the loss of, unauthorized access to, or disclosure of any Customer content, in all cases limited to (a) damages and the cost and expenses of legally required notifications, (b) costs for responding to inquiries from affected individuals, (c) credit monitoring costs, and (d) government fines and penalties. In no event shall IBM's liability under this provision in the aggregate exceed \$5,000,000.

The following is added to the list under the second paragraph under the "Liability and Indemnity" portion of the Client Relationship Agreement (incorporated into the IBM NCPA Enterprise Contract (#01-67)) for this Transaction Document:

"and; v) willful misappropriation, unauthorized disclosure, or misuse of Customer content or Confidential Information in breach of their confidentiality obligations under this Agreement."

Insurance. IBM understands and agrees that financial responsibility for insurance claims or damages to any person as specified in this section, or to IBM's employees, shall rest with IBM. IBM may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers

Liability and General Contractual, Profession and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

IBM shall provide evidence of the following coverages and minimum amounts:

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory/waiver of subrogation
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability	
General Aggregate	\$2,000,000 Aggregate
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
Personal Injury	\$1,000,000 Per Occurrence
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Professional Liability	
Errors & Omissions (Coverage includes Network Security and Privacy Liability)	\$5,000,000 Per Occurrence \$5,000,000 Aggregate
Refer to paragraph A.2. for additional conditions	
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin requirements

Regarding workers compensation, waiver of subrogation does not apply in instances of gross negligence on the part of the customer, where gross negligence is defined to mean carelessness that is reckless disregard for the safety of others.

Customer will be named as an additional insured for General Liability and Auto Liability, as respects the Services provided in this SOW. A certificate indicating the above coverages shall be submitted for review and approval by Customer for the duration of this Agreement.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A-" per Best's Key Rating Guide.

The insurance requirements contained within this Agreement are subject to periodic review and adjustment by Customer's Risk Manager, as may be mutually agreed by IBM.

A.1. Compliance with Governmental Requirements.

IBM shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State Laws.

A.2. Professional Liability – Additional Provisions.

IBM will continue its insurance coverages for the term of this contract and for two (2) year after expiration as long as such coverage remains commercially available in the market place”.

IBM will endeavor to obtain information on the professional liability coverages of all subcontractors in the same form as specified above for review of the County.

Compliance With County’s Policies (as applicable to IBM under this Agreement)

Safety and Security Policies. IBM agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this Agreement on Customer’s premises to comply with County’s safety and security policies that County communicates to the extent that such policies are applicable to the site where IBM’s employees are providing services.

For IBM employees providing services in the United States, IBM shall also assure the IBM’s employee status to rightfully work in the United States through compliance with the Immigration and Naturalization Service’s I-9 process (“I-9 Check”); and

Affirmative Action. IBM assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. IBM assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. IBM assures that it will require that its covered sub organizations provide assurances to IBM that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Non-Discrimination, Equal Employment Opportunity and Affirmative Action Programs. In the performance of work under this SOW, IBM shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. IBM will post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the non-discriminatory clause.

IBM agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of IBM’s work force, where these groups may have been previously under-

utilized and under-represented. IBM also agrees that in the event of any dispute as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by Customer, IBM shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to IBM, further violations of the section are committed during the term of this SOW, Customer may terminate this SOW without liability for the uncompleted portion or any materials or services purchased or paid for by IBM for use in completing this SOW, or it may permit IBM to complete the Contract, but, in either event, IBM shall be ineligible to bid on any future contracts let by Customer.

Prohibited Practices.

(A) IBM during the period of this SOW, shall not hire, retain or utilize for compensation any member, officer, or employee of Customer or any person who, to the knowledge of IBM, has a conflict of interest, subject to applicable law.

(B) IBM hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

Notices. Any notices required or permitted to be given under this SOW by either Party to the other shall be given in writing: (1) by personal delivery; (2) by bonded courier or by a major overnight delivery service; or (3) by first class registered or certified mail, postage prepaid, return receipt requested, in each case addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this Section):

To Customer:

Lynn Fyhrlund
IT Director - Business Applications
DAS - IMSD
Milwaukee County
633 W. Wisconsin Ave, Suite 1100
Milwaukee, WI 53203

To IBM:

Mike Massey or Current IBM Project Executive
7100 Highlands Parkway
Smyrna, GA 30082

Notices shall be deemed received on the earliest of personal delivery, twenty-four (24) hours following deposit with a bonded courier or overnight delivery company; or seventy-two (72) hours following deposit in the mail as required herein.

Public Records. IBM understands that the County is bound by the public records law, and as such, all of the terms of this SOW are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. IBM hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this SOW.

Appendix H: Milwaukee County's Administrative Directive on Acceptable Use for Vendors

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Appendix I: Milwaukee County Travel Policy

Milwaukee County code of General Ordinances, Section 56.05, - Travel authorization and expense reimbursement policy.

- (1) *General rules.* The purpose of this section shall be to establish an orderly procedure for the authorization and reimbursement of business related travel for elected officials, officers and employees of the county. An individual traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. Traveling expenses which will be reimbursed are confined to those expenses essential to the transacting of official county business. Generally, personal expenses are not reimbursable. The director of the department of administration shall have the final authority in interpreting relevant travel policy definitions and discretion in approving unusual and extraordinary expenses, based on appropriate documentation. Section 5.11 of the administrative procedures contains instructions on travel preparation guidelines and expense reporting. When individuals are engaged in business/travel status, they shall be considered as meeting attendance requirements for payroll purposes. Any absence from duty beyond this period shall be considered as personal time.
- (2) *Definitions.* All words shall have their ordinary meanings except those defined in this section which shall have the meanings set forth below:
- (a) "Travel expenses" shall consist of costs for lodging, meals or other incidental expenses, transportation, seminar/meeting attendance and related activities in the conduct of official county business.
- (b) "Official county business" shall mean, but not be limited to:
- (i) Conducting legitimate county business such as fulfilling normal job functions, negotiating agreements, inspecting or purchasing equipment and coordinating with other governmental agencies; or;
 - (ii) Obtaining information directly related to the person's official function; or
 - (iii) Serving as an official representative of the county.
- (3) *Appropriations of funds and authorization for travel.* Authorization to travel and for reimbursement of estimated travel expenses shall be given prior to commencement of the travel activity by the appropriate head of any county department, board or office. The purpose of the travel shall be for the conduct of official county business. It must be demonstrated that there is a direct relationship between the purpose of the travel and the individual's work function. Even if the county will not be funding the travel expense, travel authorization is required if the person is to maintain official employment/business status during the travel period. The county board chairperson must authorize estimated travel expenses for county board members. Advance expense authorization for other elected officials and county officers is not required.
- (4) *Advance travel allowance.* Employees and elected officials shall be eligible for an advance travel allowance. The minimum advance allowable is one hundred dollars (\$100.00). The county treasurer is authorized to advance the estimated amount of expenditures to employees, officers and elected officials upon receipt of an approved travel advance form.

Individuals requesting an advance travel allowance are advised that all funds advanced must be accounted for and funds not utilized must be returned to the county treasurer within fifteen (15) calendar days after return from the trip. If full repayment is not made within the time limit, the treasurer shall withhold the next payroll check due the individual concerned until the full amount

of the advance has been repaid. In order for such individual to repay the full amount of such advance, itemized statements of actual and necessary expenditures must be filed with the director. Furthermore, any unexpended amount of such advance must be submitted to the treasurer in full settlement thereof. The procedure shall be followed unless such individual chooses to repay the full amount of the advance to the treasurer prior to submitting an itemized statement of expense to the director, providing this be done before expiration of the fifteen-day limit specified. A travel expense report must be submitted which accounts for each travel advance issued, regardless of whether out-of-pocket expenses were incurred.

- (5) *Lodging costs.* Employees should obtain the best government rate available for lodging. All claims for overnight accommodations must be substantiated by paid receipts. Actual lodging costs incurred are reimbursable but shall not exceed one hundred twenty-five (125) percent of the highest federal lodging rate as administered by the department of administrative services for the locality of travel (excluding taxes). Lodging costs associated with a group discount rate at a conference hotel(s) shall be exempt from this provision. Department heads may grant waivers to the lodging reimbursement limit upon submission to DAS of a written explanation as to the factors necessitating the higher lodging charges. Reimbursement shall be:
- (a) From the night before the authorized event starts through the night it ends; and
 - (b) When required travel is greater than one hundred (100) miles from the county unless otherwise justified and approved in writing by the authorizing head of the appropriate department, board or office.

When one (1) individual is involved, reimbursement shall be limited to the single occupancy rate. If two (2) county employees, officers or elected officials share a room and both individuals are on business/travel status, the cost of lodging shall be shared equally.

Reimbursement for lodging shall not exceed the cost of such lodging as may be made available in conjunction with an authorized event.

- (6) *Communication expenses.* Communication expenses such as telephone and telegram for business purposes shall be reimbursed at actual cost. All such expenses must be supported by an itemized statement showing the date, time, names and numbers of persons called and the purpose of the call. The cost of personal telephone calls is not reimbursable.
- (7) *Registration fees.* Registration fees for conventions, conferences and seminars are reimbursable when supported by paid receipts.
- (8) *Transportation costs.* The county will pay the actual and necessary costs of transportation in the course of official county business as provided for below:
- (a) Normal and usual means of transportation are to be used. Where public transportation is practical, it shall be used. Where a private mode of transportation is used in lieu of another more normal and usual form of transportation, travel reimbursement shall be the lesser of the two (2) costs.
 - (b) Where automobile transportation is necessary, use of a private automobile shall be reimbursed in accordance with chapter 5 of the Code. All mileage allowance shall be based upon the shortest mileage between points of travel as shown by official state maps.
 - (c) The excess cost of first class travel shall not be reimbursed where less expensive fares are available.
 - (d) If an indirect route is taken for personal reasons, all extra costs of such travel are not reimbursable. All travel arrangements should be made at the lowest available fare consistent with reasonable and conservative business planning.

- (9) *Automobile rental.* The cost of renting an automobile must be authorized in advance if such use is determined to be in the best interest of the county. Reimbursement for the cost of renting and operating an automobile shall be for business purposes only. The county will reimburse the amount of collision damage and accidental injury insurance up to the amount of the standard plan offered by the rental agency. The rental agreement and invoice showing amount paid, dates of use and mileage must be attached to the travel expense report.
- (10) *Taxi/limousine.* Taxicabs and limousines may be authorized if required for the accomplishment of official county business. Reasonable charges for taxis and limousines, including tips at a maximum rate of fifteen (15) percent of the charge, are reimbursable when other modes of transportation are not available or practical. Included would be the cost of travel between a common carrier or other terminal and either an individual's home or place of business. Individuals are required to obtain receipts where the cost of a one-way fare exceeds fifteen dollars (\$15.00) and must explain the business purpose of the trip on the travel expense report.
- (11) *Meal and incidental expense.* Meals, including tips at a maximum rate of twenty (20) percent of the meal costs and incidental expenses noted in subsection (12) of this section, are reimbursable, at actual cost but not to exceed the federal M&IE (meal and incidental expense) rate for the locality of travel, while on official county business outside of the county.

Meal costs are not payable when the expense of the respective meal is included in the registration fee, provided in conjunction with an authorized event, or another county expense or paid by a business, community, service or other organization.

- (a) The director, department of administration, will amend the county M&IE rate established in section 5.11 of the administrative procedures whenever an adjustment to the federal M&IE rate is made. The modified administrative procedure shall be communicated to all department administrators.
- (b) When travel on official county business occupies less than one (1) full day, the expenses shall be reimbursed at the prorated county M&IE rate.
- (c) When an authorized event exceeds five (5) calendar days in length and meals are provided, expenses shall be the actual expenses for those days that meals are provided, but not to exceed the county M&IE rate. Each expense must be recorded on the travel expense report form and when any expenditure exceeds twenty-five dollars (\$25.00), an itemized receipt must be submitted for reimbursement.

- (12) *Reimbursable incidental expenses.* Incidental expenses related to official county business/travel which are considered essential and reimbursable are:
- (a) Parking, with paid receipts;
- (b) Ferry/bridge and highway tolls and subway fares;
- (c) Business-related telephone calls;
- The incidental expenses below are only reimbursable through M&IE rate:
- (a) Traveler's check fees;
- (b) Baggage handling service when necessary; and
- (c) Laundry and dry cleaning.

- (13) *Non reimbursable incidental expenses.* Certain expenses that are considered personal and not essential to the transaction of official county business and are non reimbursable include:
- (a) Valet service;
- (b) Personal trip insurance or flight insurance;

- (c) Personal telephone calls;
- (d) Entertainment and travel to places of entertainment; and
- (e) Medical or hospital services.

- (14) *Use of travel agency.* The use of a travel agency for making air travel, hotel reservations and arrangements for other methods of transportation, shall be discretionary as authorized by each department head.
- (15) *Reimbursement of travel expenses for municipal police officers.* Whenever a municipal police officer engages in travel beyond the boundaries of the county for the purpose of escorting a county prisoner or conducting a further criminal investigation, the municipality may be reimbursed for the business related travel expenses consistent with the provisions of this section. All provisions of section 56.05 shall apply with the exception of section 56.05(3). Written authorization for such travel shall be made in advance by the district attorney. Claims for reimbursement of expenditures under this section shall be made on forms approved by the director of the department of administration.

Appendix J: Confidentiality Agreement

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NCPA Administration Agreement

This Administration Agreement is made as of December 7, 2016, by and between National Cooperative Purchasing Alliance (“NCPA”) and International Business Machines Corporation (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 7, 2016, referenced as Contract Number 01-67, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Technology Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA;

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto and incorporated herein by reference, and the terms and conditions contained therein shall apply to this Agreement except as may be expressly changed or modified by this Agreement.
- The IBM Client Relationship Agreement (CRA) and the IBM Cloud Services Agreement (CSA) - for Cloud specific offerings are attached hereto and incorporated herein by reference, and the terms and conditions contained in said documents shall apply to this Agreement, except as may be expressly changed or modified by this Agreement
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract, i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Term of Agreement

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive for two (2) years after the expiration of term of this Agreement.

Fees and Reporting

- Vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information, as listed in the example below:

Vendor Name:

NCPA Reporting Quarter:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- All Purchase Orders provided to IBM from Public Agencies must reference the NCPA Contract number.

- The NCPA Contract number on the Purchase Order will serve to validate the eligibility of the sale amount reported, and validate the payment of the administrative fee based on the sale amount(s) reported.
- Vendor shall pay to NCPA a quarterly administrative fee based upon the total purchase price paid to Vendor for the sale of products and services pursuant to the Master Agreement based upon the fee schedule below.

Annual Sales Through Contract	Administrative Fee
All Sales	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment.

General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Vendor agrees to allow NCPA to use its name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by Vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA’s rights and obligations hereunder may be assigned at NCPA’s sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA’s obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.


National Cooperative Purchasing Alliance (NCPA):

NCPA
P.O. Box 701362
Houston, TX 77007
Attn: Matthew Mackel
mmackel@ncpa.us
Phone: 888-543-6515
Website: www.ncpa.us


International Business Machines (IBM) Corporation:

IBM Corporation
1177 S. Belt Line Road
Coppell, TX 75019
Attn: Alan Ernst
aernst@us.ibm.com
Phone: 972-906-5045

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature 
Date December 7, 2016

Vendor: International Business Machines Corporation

Name: Eric Rice
Title: Public Sector Contracts Sales Manager
Address: 7100 Highlands Pkwy
Smyrna, GA 30082
Signature 
Date December 9, 2016

Master Agreement

The IBM Client Relationship Agreement (CRA) and Cloud Services Agreement (CSA) provides the basis for the terms and conditions governing the purchase of products and services from IBM under this contract. The CRA and CSA are incorporated by reference and attached to the NCPA Administrative Agreement.

Customer Support

- The Vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

- Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement, except as otherwise allowed for and provided for under the laws governing the applicable public servant.

Funding Out Clause

- If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the appropriate legislative body. If funds to effect such continued payment are not appropriated, Vendor agrees to take back any affected deliverables furnished under this Agreement, terminate any services supplied to the purchasing entity under this Agreement, and relieve the purchasing entity of any further obligation therefore. The purchasing entity agrees: 1) to make a best efforts attempt to obtain appropriate funds for payment under the Agreement; 2) that if such funding is not made available, deliverables shall be returned to the Vendor in substantially the same condition in which delivered to the purchasing entity, subject to normal wear and tear; and 3) to pay for packing, crating and transportation to Vendor's nearest facility and for reimbursement to the Vendor for expenses incurred for their assistance in such packing and crating (if applicable).

Shipments (if applicable)

- Unless otherwise arranged between the purchasing entity and Vendor, all products shall be shipped within seven (7) business days after receipt of a valid purchase order, based on product availability, by a reliable and insured shipping company. If a product cannot be shipped within that time, Vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date.

Tax Exempt Status

- Vendor shall include appropriate sales and use taxes as part of the invoice and as applicable to the purchasing entity.

Payments

- The purchasing entity using the contract will make payments directly to the Vendor.

Pricing

IBM Products and Offerings currently available through this contract include the following:

- IBM Hardware and Maintenance - Storage, Tape, and Servers
- IBM Software Products and Software Subscription and Support-Entitled Software Products
- IBM Cloud Offerings:
 - Infrastructure as a Service (IaaS)
 - Platform as a Service (PaaS)
 - Software as a Service (SaaS)
- IT Professional Services - fixed price and hourly rate services
- Value Added Product and Services Bundles:
 - Passive Optical Network (PON) Bundle
 - IBM AppleCare for Enterprise
 - IBM MobileFirst Managed Mobility services for Apple OS

Pricing for this contract will be based on a quantity of one, unless otherwise noted. Additional discounting may be available in accordance with the specific scope of the purchasing entities request and/or when promotions permit.

Pricing will only be adjusted by the mutual agreement of the parties.

- All pricing shall include the administrative fee to be remitted to NCPA by the Vendor. It is the Vendor's responsibility to keep all pricing up to date and on file with NCPA.
- For the IBM Cloud Offerings, the pricing on file with the NCPA is and will remain non-binding initial estimates, and should be used for guidance only. There are many scope variables associated with Cloud offerings that can result in the estimate being lower or higher. It is IBM's intent to work with the individual purchasing entity to offer a best and final price at a transactional level.

- For hardware and software orders, all deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing in the Transaction Document.

For Vendor services the pricing contained herein is exclusive of any travel and living expenses, other reasonable expenses incurred in connection with the Services, and any applicable taxes.

Warranty

- Product and Service warranty is as provided for in the IBM Client Relationship Agreement or IBM Cloud Services Agreement.

Indemnity

- Vendor shall indemnify and hold harmless Region 14 ESC, by defending its participants, administrators and employees from and against all third party claims for damages on account of any bodily injury to persons (including death), or damage to real property or tangible personal property for which Vendor is legally liable to that third party and pay all costs, damages and attorney's fees that a court finally awards or that are included in a settlement approved by Vendor, provided that Region 14 ESC shall promptly notify Vendor in writing of the claim, and allow Vendor to control the defense and will cooperate with Vendor in the defense and any related settlement negotiations.

Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency, if required, prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The Vendor shall give the purchasing entity a notice prior to any cancellation of policies in accordance with the terms and conditions of the applicable policy provisions. The Vendor shall require all subcontractors performing any work to maintain coverage in accordance with Vendor's standard agreements with such subcontractors.

Legal Obligations

- Vendor shall be aware of and comply with all local, state, and federal laws applicable to Vendor as a provider of information technology products/services under this contract.

Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such

party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of any final purchase order.
- Vendor will be reimbursed for any products and services Vendor delivers through the date of termination, as well as any reimbursable expenses Vendor incurs. Vendor may also seek reimbursement of any applicable adjustment or termination charges and for expenses Vendor incurs as a result of such termination (which Vendor will take reasonable steps to mitigate), all in accordance with the provisions of the contract.

Contract Administration

- The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

- The contract term will be for one (1) year starting from the date specified on the

NCPA Administrative Agreement. The contract may be renewed for up to four (4) additional one-year terms, based upon the mutual agreement of the parties.

Contract Waiver

- Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Products and Services additions

- Products and Services may be added to the resulting contract during the term of the contract by written amendment duly executed by the parties, to the extent that those products and services are within the scope of the original RFP.



Client Relationship Agreement

Using this agreement, Client may order Programs, Cloud and other Services, Machines and Appliances (collectively IBM Products) and third party products and services (Non-IBM Products) available from IBM. Details regarding products, offerings or orders are provided in Attachments and Transaction Documents (TDs). This agreement and applicable Attachments and TDs are the complete agreement (Agreement) regarding transactions under this Agreement.

Programs

A **Program** is an IBM-branded computer program and related material available for license from IBM subject to the payment of charges. Program details are described in an Attachment called License Information (LI). Programs do not include Machine Code or Project Materials. Programs are copyrighted and licensed (not sold). When IBM accepts an order for a Program, IBM grants Client a nonexclusive license to: a) use the Program only up to its authorizations and subject to its LI; b) make and install copies to support such authorized use; and c) make a backup copy. Programs may be used by Client, its authorized employees and contractors only within Client's Enterprise, and not to provide hosting or timesharing services to any third party. Client may not sublicense, assign, or transfer the license for any Program. Additional rights may be available from IBM for additional fees or under different terms. IBM does not grant unrestricted rights to use the Program nor has Client paid for all of the economic value of the Program. Certain Programs may contain third party code licensed under separate agreements identified in the LI.

The license granted for a Program is subject to Client:

- a. reproducing copyright notices and other markings;
- b. ensuring anyone who uses the Program does so only for Client's authorized use and complies with the license;
- c. not reverse assembling, reverse compiling, translating, or reverse engineering the Program; and
- d. not using any of the elements of the Program or related licensed material separately from the Program.

The metric applicable to a Program license is specified in an Attachment or TD. All licenses on a server or capacity based metric must be licensed to the full capacity of the server on which the Program is installed, unless sub-capacity usage is available from IBM and Client complies with the applicable sub-capacity requirements.

Services - Cloud Services

A **Cloud Service** is an IBM branded offering hosted or managed by IBM and made available via a network. Each Cloud Service is described in an Attachment or TD called a Service Description. Cloud Services are designed to be available 24/7, subject to maintenance. Client will be notified of scheduled maintenance. Technical support and service level commitments, if applicable, are specified in an Attachment or TD.

When IBM accepts Client's order, IBM provides Client the authorizations specified in the TD. The term, including any renewal term, for a Cloud Service is described in an Attachment or TD.

IBM will provide the facilities, personnel, equipment, software, and other resources necessary to provide the Cloud Services and generally available user guides and documentation to support Client's use of the Cloud Service. Client will provide hardware, software and connectivity to access and use the Cloud Service, including any required Client-specific URL addresses and associated certificates.

An Attachment or TD may have additional Client responsibilities.

Client may access a Cloud Service only to the extent of authorizations acquired by Client. Client is responsible for use of Cloud Services by any user who accesses the Cloud Service with Client's account credentials. A Cloud Service may not be used in any jurisdiction for unlawful, obscene, offensive or fraudulent content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved, and terminated if not resolved promptly. Unless expressly provided in a TD, Client is not authorized to use a Cloud Service to provide hosting or timesharing services to any third party.

Data Protection for Cloud Services

Each Cloud Service is designed to protect content that Client inputs into the Cloud Service. Except for account data, Client is the sole controller for any personal data included in the content, and appoints IBM as a processor to process such personal data (as those terms are defined in EU Directive 95/46/EC). Except as otherwise specified in an Attachment or TD, IBM will treat content as confidential by not disclosing content other than to IBM employees and contractors for use only to the extent needed to deliver the Cloud Service. IBM will return or destroy it upon the expiration or cancellation of the Cloud Service, or earlier upon Client's request. IBM may charge for certain activities performed at Client's request (such as delivering content in a specific format). Content is not subject to any separate confidentiality agreement between the parties.

The Attachment or TD for each Cloud Service describes the security functions and features of the Cloud Service. By using the Cloud Service Client acknowledges that it meets Client's requirements and processing instructions. IBM will provide Client notice of any unauthorized third party access to Client's content of which IBM becomes aware and will use reasonable efforts to remediate identified security vulnerabilities. If Client's content is lost or damaged, IBM will assist Client in restoring it to the Cloud Service from Client's last available backup copy in compatible format.

IBM may use processors and subprocessors (including personnel and resources) in locations worldwide to deliver the Cloud Services. IBM may transfer Client's personal data across country borders including outside the European Economic Area (EEA). A list of countries where content may be processed for a Cloud Service is available at www.ibm.com/cloud/datacenters or as described in the Attachment or TD. A list of subprocessors is available upon request.

Upon request by either party, IBM, Client or their affiliates will enter into additional agreements required by law for the protection of personal data included in content such as the standard unmodified EU Model Clauses agreement pursuant to EC Decision 2010/87/EU with optional clauses

removed. The parties agree (and will procure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

IBM, its affiliates, and their third party suppliers may process, store, and use account data wherever they do business to enable product features, administer use, personalize experience, and otherwise support or improve use of the Cloud Service. Account data is all information (which may be further described in an Attachment or TD) about Client or its users provided to or collected by IBM (including through tracking and other technologies, such as cookies) which is processed in accordance with the IBM Online Privacy Statement available at www.ibm.com/privacy/details/us/en/.

Changes to Cloud Services

IBM may modify a Cloud Service, without degrading its functionality or security features. Any change that affects the commercial terms (e.g. charges) of the Cloud Service will not be effective until the next agreed renewal or extension.

IBM may withdraw a Cloud Service on 12 months' notice, unless otherwise stated in an Attachment or TD. IBM will either continue to provide the Cloud Service for the remainder of Client's unexpired term or work with Client to migrate to another IBM Service.

Suspension of Cloud Services

IBM may suspend, revoke or limit Client's use of a Cloud Service if IBM determines there is a material breach of Client's obligations, a security breach, or violation of law. Charges will continue to accrue for the Cloud Service during any suspension. If the cause of the suspension can reasonably be remedied, IBM will provide notice of the actions Client must take to reinstate the Cloud Service. If Client fails to take such actions within a reasonable time, IBM may terminate the Cloud Service.

Services – Other Services

IBM provides consulting, installation, customization and configuration, maintenance, and other services as detailed in an Attachment or TD. Client will own the copyright in works of authorship that IBM develops for Client under a Statement of Work (SOW) (Project Materials). Project Materials exclude works of authorship delivered to Client, but not created, under the SOW, and any modifications or enhancements of such works made under the SOW (Existing Works). Some Existing Works are subject to a separate license agreement (Existing Licensed Works). A Program is an example of an Existing Licensed Work and is subject to the Program terms. IBM grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.

Either party may terminate a Service if a material breach concerning the Service is not remedied within a reasonable time. IBM will provide at least 90 days' notice prior to withdrawal of Service. Client will pay charges for Services provided through the effective date of termination. If Client terminates without cause or IBM terminates for breach, Client will meet all minimum commitments and pay

termination or adjustment charges specified in the SOW or TD and any additional costs IBM reasonably incurs because of early termination, such as costs relating to subcontracts or relocation. IBM will take reasonable steps to mitigate any such additional costs.

Machines and Appliances

A **Machine** is an IBM-branded device including its features, upgrades, and accessories. An **Appliance** is a Program and Machine combination designed for a particular function. Unless otherwise provided, terms that apply to a Program apply to the Program component of an Appliance and terms that apply to a Machine apply to the Machine component of an Appliance. Client may not use or transfer an Appliance's Program component independently of the Appliance.

When IBM accepts Client's order, IBM transfers title to Machines and non-IBM machines to Client or Client's lessor upon payment of all amounts due, except in the United States where title transfers upon shipment. IBM bears risk of loss until delivery to the carrier for shipment. IBM pays for insurance on Client's behalf until delivery to Client's location. Client must report any loss in writing to IBM within 10 business days of delivery and follow the claim procedure. Additional charges may apply for IBM installation more than six months after shipment. Client must follow instructions provided to install Client set up Machines.

Machines and parts removed or exchanged for upgrade, warranty service, or maintenance are IBM property and must be returned to IBM promptly. A replacement assumes the warranty or maintenance status of the replaced part. A Machine may include parts that are not new and in some instances Machines may have been previously installed. Regardless, IBM's warranty terms apply. Client will promptly install or allow IBM to install mandatory engineering changes. Client may only acquire Machines for use within Client's Enterprise in the country where acquired and not for resale, lease, or transfer. Lease-back financing is permitted.

Machine Code and Built in Capacity

Machines may include **Machine Code (MC)** and **Built in Capacity (BIC)**. MC is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided, used with or generated by MC, that permit the operation of the machine's processors, storage or other functionality. MC is copyrighted and licensed (not sold). IBM only provides copies, fixes or replacements for MC for Machines under warranty or IBM maintenance, or under a separate written agreement which may be subject to additional charges. Client agrees that all copies, fixes or replacements for MC will be obtained solely as authorized by IBM. IBM grants Client a nonexclusive license to use MC only (i) on the Machine for which IBM provided it, and (ii) to access and use BIC only to the extent paid for by Client, activated by IBM and subject to the Attachment called IBM Authorized Use Table for Machines (AUT) available from IBM and at http://www.ibm.com/systems/support/machine_warranties/machine_code/aut.html. BIC is computing resource (e.g., processors, storage and other functionality) that IBM provides for a Machine. Use of BIC may be restricted by contract, technological or other measures. Client agrees to IBM's implementation of technological and other measures that restrict, monitor and report on use of BIC or MC, and to install any changes IBM provides. Client may not alter, reverse assemble, reverse compile, translate or reverse

engineer the MC, or circumvent or interfere, by any means, with IBM's contractual, technological or other measures that restrict, monitor or report on use of BIC or MC. While Client's license to MC is in effect, Client may transfer possession of the entire MC along with all of Client's rights and obligations only with corresponding transfer of the Machine and a hardcopy of this MC license, and only if the transferee agrees to the terms of this MC license. Client's MC license terminates immediately upon transfer. This Agreement governs MC and BIC on Machines acquired from another party. Use of BIC in excess of authorizations from IBM is subject to additional charges.

Warranties and Post Warranty Support

IBM warrants that Programs used in their specified operating environment conform to their official published specifications. The warranty period for a Program (not the Program component of an Appliance) is one year, or the initial license term if less than one year, unless another warranty period is specified in an Attachment or TD. During the Program warranty period, IBM provides Software Subscription and Support (S&S), entitling Client to defect correction information, restrictions, bypasses, and new releases and versions IBM makes generally available. Unless Client elects to discontinue S&S, annual S&S automatically renews at then-current charges until S&S for a version or release is withdrawn. If Client elects to continue S&S for a Program at a designated Client site, Client must maintain S&S for all uses and installations of the Program at that site.

IBM warrants that it provides Cloud and other Services using commercially reasonable care and skill in accordance with the applicable Attachment or TD, including any completion criteria, and that Project Materials will comply with the Attachment or TD at the time of delivery. The warranty for a Service ends when the Service ends.

IBM warrants that Machines used in their specified operating environment conform to their official published specifications. For a Machine or Appliance, the warranty period is specified in the Attachment or TD. During its warranty period, IBM will repair or exchange the Machine without charge, as specified in the Attachment. Warranty does not apply to Machines that Client did not allow IBM to install as required by the TD. Client may purchase warranty service upgrades and post warranty support where available. For Appliances, post warranty support includes maintenance and S&S.

If a Machine or Program does not function as warranted during its warranty period and IBM is unable to repair or replace it with a functional equivalent, Client may return it to IBM for a refund of the amount Client paid (for recurring charges, up to twelve months' charges) and Client's license or right to use it terminates.

IBM does not warrant uninterrupted or error-free operation of an IBM Product or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to an IBM Product. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in an Attachment or TD. Non-IBM Products are sold under the Agreement as-is,

without warranties of any kind. Third parties may provide their own warranties to Client.

Charges, Taxes, Payment and Verification

Client agrees to pay all applicable charges specified by IBM, charges for use in excess of authorizations, any customs or other duty, tax, levy, or fee imposed by any authority resulting from Client's acquisitions under the Agreement, and any late payment fees. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Prepaid Services must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to IBM; iii) pay IBM only the net proceeds after tax; and iv) fully cooperate with IBM in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents. Where taxes are based upon the location(s) receiving the benefit of the Cloud Service, Client has an ongoing obligation to notify IBM of such location(s) if different than Client's business address listed in the applicable Attachment or TD.

IBM may change recurring charges, labor rates and minimum commitments on three months' notice. A change applies on the invoice date or the first day of the charging period on or after the effective date IBM specifies in the notice. IBM may change one-time charges without notice. However, a change to a one-time charge does not apply to an order if i) IBM receives the order before the announcement date of the increase and ii) within three months after IBM's receipt of the order, the product is shipped or made available to Client.

Client will i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, including MC and Program licenses and metrics, such as sub-capacity usage, and ii) promptly order and pay for required entitlements (including associated S&S or maintenance) at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of any TD and for two years thereafter.

Liability and Indemnity

IBM's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to IBM, its subsidiaries, contractors, and suppliers. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

The following amounts, if a party is legally liable for them, are not subject to the above cap: i) third party payments referred to in the paragraph below; ii) damages for body injury (including death); iii) damages to real property and

tangible personal property; and iv) damages that cannot be limited under applicable law.

If a third party asserts a claim against Client that an IBM Product acquired under the Agreement infringes a patent or copyright, IBM will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by IBM, provided that Client promptly (i) notifies IBM in writing of the claim, (ii) supplies information requested by IBM, and (iii) allows IBM to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

IBM has no responsibility for claims based, in whole or part, on Non-IBM Products, items not provided by IBM, or any violation of law or third party rights caused by Client's content, materials, designs, specifications, or use of a non-current version or release of an IBM Product when an infringement claim could have been avoided by using a current version or release.

Termination

Either party may terminate this agreement i) without cause on at least one month's notice to the other after expiration or termination of its obligations under the Agreement; or ii) immediately for cause if the other is in material breach of the Agreement, provided the one who is not complying is given notice and reasonable time to comply. Failure to pay is a material breach. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees. Termination of this agreement does not terminate TDs, and provisions of this agreement and Attachments as they relate to such TDs remain in effect until fulfilled or otherwise terminated in accordance with their terms. IBM may terminate Client's license to use a Program or MC if Client fails to comply with the Agreement. Client will promptly destroy all copies of the Program or MC after either party has terminated the license.

Governing Laws and Geographic Scope

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Client is responsible for its use of IBM and Non-IBM Products.

Both parties agree to the application of the laws of the country where the transaction is performed (or for Cloud Services, the laws of the state of New York, United States, to the Agreement, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country where the transaction is performed or, if IBM agrees, the country where the product is placed in productive use, except all licenses are valid as specifically granted. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

General

Parties will not disclose confidential information without a separate, signed confidentiality agreement. If confidential information is exchanged in connection with the Agreement,

the applicable confidentiality agreement is incorporated into, and subject to, this agreement.

Client accepts an Attachment or TD by ordering, enrolling, using, or making a payment for, the product, offering or service. Since this agreement may apply to many future orders, IBM may modify this agreement by providing Client at least three months' written notice. Changes are not retroactive; they apply, as of the effective date, only to new orders, ongoing services that do not expire, and renewals. For transactions with a defined renewable contract period, Client may request that IBM defer the change effective date until the end of the current contract period. Client accepts changes by placing new orders or continuing use after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the agreement must be in writing accepted by both parties. If there is a conflict, an Attachment or TD prevails over the terms of this agreement.

IBM is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations, or assume any responsibility for Client's business or operations. Each party is responsible for determining the assignment of its personnel and contractors, and for their direction, control, and compensation.

IBM maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse; anti-bribery & corruption; and fraud. IBM and its personnel comply with such policies and require contractors to have similar policies.

IBM Business Partners are independent from IBM and unilaterally determine their prices and terms. IBM is not responsible for their actions, omissions, statements, or offerings.

Client is responsible for obtaining all necessary permissions to use, provide, store and process content in Cloud, other Services, maintenance, or Program support, and grants IBM permission to do the same. Client is responsible for adequate content back-up. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

IBM and its affiliates, and their subcontractors, may process and store business contact information of Client personnel in connection with the performance of this Agreement wherever they do business. IBM may use personnel and resources in locations worldwide and third party suppliers to support the delivery of products and services.

Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other. Assignment of IBM rights to receive payments and by IBM in conjunction with the sale of the portion of IBM's business that includes a product or service is not restricted.

The Agreement applies to IBM and Client (the signatories below) and their respective Enterprise companies who avail themselves of the Agreement. The signatories shall coordinate the activities of Enterprise companies under the Agreement. Enterprise companies include (i) companies within the same country that Client or IBM control (by owning greater than 50% of the voting shares), and (ii) any other entity that controls, is controlled by or is under

common control as Client or IBM and has signed a participation Attachment.

All notices under the Agreement must be in writing and sent to the address below, unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

Agreed to:

Client Company Name:

By 
Authorized signature

Title: Director, Business Development

Name (type or print): Matthew Mackel

Date: December 7, 2016


Client number: 1432687

Enterprise number: _____

Client address: PO Box 701273
Houston, TX 77270

Agreed to:

International Business Machines Corporation

By 
Authorized signature

Title: IBM Public Sector Contacts Sales Manager

Name (type or print): Eric Rice

Date: December 9, 2016

Agreement number: _____

IBM address: 7100 Highlands Pkwy
Smyrna, GA 30082

Passport Advantage (PA) Attachment to the Client Relationship Agreement (CRA)



Client participates in PA by submitting an enrollment form and an order, subject to acceptance by IBM. Client enrolls an initial Client site (referred to as the Originating Site) and may add additional authorized Client sites (referred to as Additional Sites). A site can be a physical location or organizational unit in Client's Enterprise and is designated through the PA enrollment process. For purposes of PA only (not for other products ordered under the CRA), Enterprise companies do not require a separate participation Attachment.

IBM identifies IBM Products and Non-IBM Products that are eligible for PA (called Eligible Products or EPs), and assigns each EP a point value.

Relationship Suggested Volume Pricing (RSVP) and Suggested Volume Pricing (SVP)

An RSVP level is determined by aggregating points for all EPs ordered during Client's PA Term (as described below). The point value of Client's initial EP order determines Client's initial RSVP level. Client may attain a higher RSVP Level by placing additional EP orders. The higher RSVP level will apply to orders placed after the higher RSVP level is attained, for the remainder of Client's PA Term. An SVP level is also calculated for each EP order, and is based on the point value for a single order. If the SVP level for a particular order is higher than Client's current RSVP level, the SVP level will apply to that order.

RSVP/SVP Level Table:

RSVP/SVP Level	BL	D	E	F	G	H
Points	<500	500	1,000	2,500	5,000	10,000

PA Term

The initial PA Term commences with Client's first order after enrollment and continues until the last day of the twelfth full month thereafter (i.e., the initial PA term includes 12 full months, plus if the order was not placed on the first day of a month, the remainder of the first month). The PA Term is a measurement period, not the contract duration. On the first day of the month following the end of the prior PA Term (the PA Anniversary), the next 12 month PA Term begins. For each PA Term after the initial PA Term, Client's RSVP Level is reset on the PA Anniversary, based on EP acquired by all participating Client sites during the prior PA Term. The RSVP Level for a new PA Term will not be lowered by more than one level below Client's RSVP level at the end of the prior PA Term. However, if Client does not place any new PA orders (or have outstanding quotes) for any Originating or Additional Sites for a 2-year period and allows S&S on Programs previously ordered under PA to lapse, Client's RSVP level will be reset and Client's prior points will not be taken into account in establishing a new RSVP level. Client may be required to re-enroll in PA.

S&S and Selected Support

Selected Support may be available for certain IBM non-warranted programs and Non-IBM Products, until withdrawn. S&S and Selected Support include assistance with routine, short duration installation and usage questions. Selected Support does not include new versions, releases, updates, restrictions or bypasses, however assistance with designing and developing applications may be available, although additional charges may apply. Like S&S, annual Selected Support automatically renews at then current charges unless Client elects to discontinue Selected Support. If S&S or Selected Support for a version or release is withdrawn by IBM, Client must upgrade to a supported version or release to continue receiving support. If Client renewed support prior to notice of withdrawal, IBM may either continue to provide support until the end of the current term or provide Client a prorated refund.

If Client elects to continue S&S or Selected Support, Client must maintain it for all program uses and installations at a Client site. If Client requests to renew expiring S&S at a lesser quantity of program uses and installations than the expiring quantity, Client must provide a report that verifies current program usage and installation, and may be required to provide other compliance verification information.

If Client allows S&S or Selected Support to lapse, Client may no longer access any associated benefits for that Client Site, including fixes, releases, versions or other materials that were available but not installed prior to the lapse. After the lapse, reinstatement charges at then current rates will apply, and renewal pricing will not be available.

Sub-Capacity Usage

IBM designates certain EPs as eligible for sub-capacity usage. Sub-capacity usage is based on the machine's processor capacity made available to the EP as measured by a tool that IBM provides.

To qualify for sub-capacity usage, Client must: 1) install and configure IBM's license management tool within 90 days of first use in an eligible environment, 2) run the tool continuously after installation and promptly install any tool updates, 3) generate system reports quarterly using the tool, retain them for at least two years, provide them to IBM upon request, and adhere to the compliance verification requirements in the CRA, and 4) meet IBM's operating system, processor technology, and virtualization environment requirements for sub-capacity usage. Client may not modify, alter, circumvent or interfere, by any means, with the tool or the output it generates. Exceptions to running the tool may be available if Client's environment meets certain qualifications established by IBM. If Client does not comply with the sub-capacity usage qualifications, charges based on full capacity of the machine will apply.

Fixed Term, Token and Monthly Licenses

IBM designates certain EPs as Fixed Term Licenses (FTLs), Token Licenses (TLs), or Monthly Licenses (MLs). The license term for an FTL, TL or ML is specified in a TD and begins on the date Client's order is accepted by IBM. The term for an FTL or TL automatically renews at then current charges, unless Client provides written notice of termination

prior to expiration of the term. For an ML, Client selects a renewal option at the time of order. IBM assigns a Token value to each EP available for TL. If Client selects TL for one or more EPs, Client must acquire sufficient Tokens to support Client's peak concurrent use of those of EPs.

CEO Product Categories

Collections of EPs may be offered by IBM on a per user basis subject to a minimum initial user quantity (a CEO Product Category). For Client's first (primary) CEO Product Category, Client must acquire licenses for all users in their Enterprise who have been assigned a machine capable of accessing any Program in the CEO Product Category. For each additional (secondary) CEO Product Category, Client must meet the applicable minimum initial order quantity requirement.

All client access Programs (used on an end user device to access a Program on a server) must be acquired from the same CEO Product Category as the server Program they access.

Trade-ups

IBM may designate certain Programs as eligible for Trade Up at a reduced charge, if used to replace a specified Program or Non-IBM Product. To qualify, Client must terminate use of and uninstall the replaced product.

Relationship to CRA and Compliance Verification

Client's participation in PA is subject to the CRA. As an example, Client's usage of and payment for EPs, including S&S and maintenance, sub-capacity, FTL, TL, ML, CEO Product Categories, Trade Up, and other metrics, are subject to the compliance verification obligations in the CRA.

Client is responsible for retaining adequate records. If Client's records are inadequate to determine S&S or Selected Support charges, IBM's charges for any excess usage will include two years of associated maintenance and S&S or Selected Support.

General

With the exception of certain Programs that IBM designates as platform or operating system specific, Client may install and use Programs in any available national language for any platform or operating system available from IBM, up to Client's authorizations.

IBM may pro-rate charges for S&S, Selected Support, FTL, TL of six months or more, or other charges, to align with Client's PA Anniversary.

IBM may add or delete EPs (including in CEO Product Categories), change point values, or add or withdraw a license metric for an EP at any time. Changes apply only to new orders and renewals.

Non-IBM Products available under PA are provided by IBM as-is, without warranty of any kind. Third parties provide and license products and services directly to Client under their own agreements.

An EP may contain technical measures that disable or restrict its use after the end of a term or in excess of authorizations.



Cloud Services Agreement

Using this agreement, Client may order Cloud Services. This agreement and applicable Attachments and Transaction Documents (TDs) are the complete agreement (Agreement) regarding transactions under this Agreement.

Cloud Services

A Cloud Service is an IBM branded offering hosted or managed by IBM and made available via a network. Each Cloud Service is described in an Attachment or a TD, such as a Service Description. Cloud Services are designed to be available 24/7, subject to maintenance. Client will be notified of scheduled maintenance. Technical support and service level commitments, if applicable, are specified in an Attachment or TD.

Client accepts an Attachment or TD by ordering, enrolling, using, or making a payment for the Cloud Service. When IBM accepts Client's order, IBM provides Client the authorizations specified in the TD. The term, including any renewal term, for a Cloud Service is described in an Attachment or TD.

IBM will provide the facilities, personnel, equipment, software, and other resources necessary to provide the Cloud Services and generally available user guides and documentation to support Client's use of the Cloud Service. Client will provide hardware, software and connectivity to access and use the Cloud Service, including any required Client-specific URL addresses and associated certificates. An Attachment or TD may have additional Client responsibilities.

Client may access a Cloud Service only to the extent of authorizations acquired by Client. Client is responsible for use of Cloud Services by any user who accesses the Cloud Service with Client's account credentials. A Cloud Service may not be used in any jurisdiction for unlawful, obscene, offensive or fraudulent content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved, and terminated if not resolved promptly. Unless expressly provided in an Attachment or TD, Client is not authorized to use a Cloud Service to provide hosting or timesharing services to any third party.

Data Protection

Each Cloud Service is designed to protect content that Client inputs into the Cloud Service. Except for account data, Client is the sole controller for any personal data included in the content, and appoints IBM as a processor to process such personal data (as those terms are defined in EU Directive 95/46/EC). Except as specified in an Attachment or TD, IBM will treat content as confidential by not disclosing content other than to IBM employees and contractors for use only to the extent needed to deliver the Cloud Service. IBM will return or destroy it upon the expiration or cancellation of the Cloud Service, or earlier upon Client's request. IBM may charge for certain activities performed at Client's request (such as delivering content in a specific format).

Client is responsible for obtaining all necessary permissions to use, provide, store and process content in the Cloud Service and grants IBM permission to do the same. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

The Attachment or TD for each Cloud Service describes the security functions and features of the Cloud Service. By using the Cloud Service Client acknowledges that it meets Client's requirements and processing instructions. IBM will provide Client notice of any unauthorized third party access to Client's content of which IBM becomes aware and will use reasonable efforts to remediate identified security vulnerabilities. If Client's content is lost or damaged, IBM will assist Client in restoring it to the Cloud Service from the last available backup copy in compatible format.

IBM may use processors and subprocessors (including personnel and resources) in locations worldwide to deliver the Cloud Services. IBM may transfer Client's personal data across country borders including outside the European Economic Area (EEA). A list of countries where content may be processed for a Cloud Service is available at www.ibm.com/cloud/datacenters or as described in the Attachment or TD. A list of subprocessors is available upon request.

Upon request by either party, IBM, Client or their affiliates will enter into additional agreements required by law for the protection of personal data included in content, such as the standard unmodified EU Model Clauses agreement pursuant to EC Decision 2010/87/EU with optional clauses removed. The parties agree (and will procure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

IBM, its affiliates, and their third party suppliers may process, store and use account data wherever they do business to enable product features, administer use, personalize experience, and otherwise support or improve use of the Cloud Service. Account data is all information (which may be further described in an Attachment or TD) about Client or its users provided to or collected by IBM (including through tracking and other technologies, such as cookies) which is processed in accordance with the IBM Online Privacy Statement available at www.ibm.com/privacy/details/us/en/.

Changes

IBM may modify a Cloud Service, without degrading its functionality or security features. Any change that affects the commercial terms (e.g. charges) of the Cloud Service will not be effective until the next agreed renewal or extension.

IBM may withdraw a Cloud Service on 12 months' notice, unless otherwise stated in an Attachment or TD. IBM will either continue to provide the Cloud Service for the remainder of Client's unexpired term or work with Client to migrate to another IBM Service.

Since this agreement may apply to many future orders, IBM may modify this agreement by providing Client at least three months' written notice. Changes are not retroactive; they apply, as of the effective date, only to new orders, ongoing Cloud Services that do not expire, and renewals. For transactions with a defined renewable contract period, Client may request that IBM defer the change effective date until the end of the current contract period. Client accepts changes by placing new orders or continuing use after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the Agreement must be in writing accepted by both parties. If

there is a conflict, an Attachment or TD prevails over the terms of this agreement.

Warranties

IBM warrants that it provides Cloud Services using commercially reasonable care and skill in accordance with the applicable Attachment or TD. The warranty for a Cloud Service ends when the Cloud Service ends.

IBM does not warrant uninterrupted or error-free operation of a Cloud Service or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in an Attachment or TD. Non-IBM services are sold under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client.

Charges, Taxes, and Payment

Client agrees to pay all applicable charges specified by IBM, charges for use in excess of authorizations, any customs or other duty, tax, levy, or fee imposed by any authority resulting from Client's acquisitions under the Agreement, and any late payment fees. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Prepaid Services must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to IBM; iii) pay IBM only the net proceeds after tax; and iv) fully cooperate with IBM in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents. Where taxes are based upon the location(s) receiving the benefit of the Cloud Service, Client has an ongoing obligation to notify IBM of such location(s) if different than Client's business address listed in the applicable Attachment or TD.

Liability and Indemnity

IBM's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to IBM, its subsidiaries, contractors, and suppliers. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

The following amounts, if a party is legally liable for them, are not subject to the above cap: i) third party payments referred to in the paragraph below; ii) damages for body injury (including death); iii) damages to real property and tangible personal property; and iv) damages that cannot be limited under applicable law.

If a third party asserts a claim against Client that an IBM Service acquired under the Agreement infringes a patent or copyright, IBM will defend Client against that claim and pay amounts finally awarded by a court against Client or included

in a settlement approved by IBM, provided that Client promptly (i) notifies IBM in writing of the claim, (ii) supplies information requested by IBM, and (iii) allows IBM to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

IBM has no responsibility for claims based on non-IBM products and services, items not provided by IBM, or any violation of law or third party rights caused by Client's content, materials, designs, or specifications.

Termination

IBM may suspend, revoke or limit Client's use of a Cloud Service if IBM determines there is a material breach of Client's obligations, a security breach, or violation of law. If the cause of the suspension can reasonably be remedied, IBM will provide notice of the actions Client must take to reinstate the Cloud Service. If Client fails to take such actions within a reasonable time, IBM may terminate the Cloud Service.

Either party may terminate this agreement: i) without cause on at least one month's notice to the other after expiration or termination of its obligations under the Agreement; or ii) immediately for cause if the other is in material breach of the Agreement, provided the one who is not complying is given notice and reasonable time to comply. Failure to pay is a material breach. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees. Termination of this agreement does not terminate TDs, and provisions of this agreement and Attachments as they relate to such TDs remain in effect until fulfilled or otherwise terminated in accordance with their terms.

Governing Laws and Geographic Scope

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Client is responsible for its use of IBM and non-IBM products and services.

Both parties agree to the application of the laws of the State of New York, United States, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country of Client's business address. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

General

IBM is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations, or assume any responsibility for Client's business or operations. Each party is responsible for determining the assignment of its personnel and contractors, and for their direction, control, and compensation.

IBM maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse; anti-bribery & corruption; and fraud. IBM and its personnel comply with such policies and require contractors to have similar policies.

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responsible for their actions, omissions, statements, or offerings.

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different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

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Information Management Services Division
 Department of Administrative Services

Title: Administrative Directive on Acceptable Use for Vendors **Issue Date:** 05/23/17
Approval: Chief Information Officer **Supersedes:** *Based on*
 Acceptable Use Directive 05/01/2015

<p>Definitions:</p>	<ul style="list-style-type: none"> • County: Milwaukee County Government • Directive: This Administrative Directive on Acceptable Use for Vendors • Information System: Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort. <ul style="list-style-type: none"> ○ Hardware: Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices. ○ Software: Data processing programs on or associated with Hardware, irrespective of where software resides or executes. ○ Data: Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System. ○ Networks – Connecting systems that allow the Information System to communicate. This includes wireless networks. ○ Portable Devices – County portable Hardware, including cellphones, tablets and laptops. • Vendor: a party in the supply chain that provides goods and services to the County; a third party or independent business partner • User: Any person using Information System, including a Vendor employee, consultant, contractor, and agent who is authorized to use County Information System • IMSD Service Desk: Information Management Services Division Contact the Service Desk regarding requests, incidents, and approvals. Email imsdhelp@milwaukeecountywi.gov Phone 414-278-7888
<p>Purpose:</p>	<p>This Directive sets out acceptable uses of the County’s Information System for Vendors and Vendor-specific Users.</p>



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<p>IMSD Principles:</p>	<p>Everything on the Information System, whether job-related or personal, belongs to the County. The County is the sole owner of the Information System and all Data.</p> <p>The Information System is owned and controlled by the County and is provided to further the efficient operation of the County’s business. The Information System is not provided for inappropriate uses or for the personal convenience of Users.</p> <p>Users have no expectation of privacy when using the County Information System. The County Information System is subject to search at any time by the County or its agents, without notice to or permission of Users.</p> <p>All Data, whether or not “personal,” is subject to the County’s monitoring, review, deletion or collection at any time, without notice or permission, to ensure compliance with this Directive, to comply with law enforcement requests, to complete an investigation, to defend the County in legal proceedings, to comply with open records requests or for any other reason consistent with the law. This includes documents, emails, texts, instant messages, graphics, photos or any other items.</p> <p>Any Data or Software created by a User in the scope of or related to the User’s engagement or work for the County becomes the property of the County upon creation and must not be copied or shared except to assist the User in the performance of his or her County work.</p>
<p>Accountability and Enforcement:</p>	<p>All Vendors will be required to acknowledge and sign this Directive. Vendors may sign collectively for all Users under their management and oversight. Vendors must use due diligence to ensure these Users who are providing County support or services are trained in and are continuously compliant with this Directive.</p> <p>Failure to comply with this Directive will constitute action outside the scope of the Vendor’s County engagement or obligations and may result in denial of access to the Information System. Failure to comply may also result in County actions up to and including termination of the Vendor’s engagement.</p> <p>Federal law may also apply when the crime is committed on a computer or communications device that communicates to another device outside of the state.</p>



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User Procedures and Conduct:

1. The Information System

a. Access

- i.* Only authorized Users may use the County Information System, and only through their own usernames, passwords and other means made available by the County.
- ii.* Users must not knowingly share or allow the use of usernames and passwords with anyone, whether or not another User.
- iii.* Users may access, use or share Data only to the extent authorized and necessary to fulfill assigned job duties.
- iv.* Users are accountable for all work, transactions and communications under their usernames and passwords.
- v.* Users are expressly prohibited from pursuing unauthorized access to restricted areas of the Information System and from accessing or trying to access, copy, alter or delete the Data of any other User without authorization.
- vi.* Users requiring job access to material or sites otherwise prohibited under this Directive may submit a specific written request, approved by management, to IMSD for consideration.

b. Inappropriate Activity

- i.* Users are expressly prohibited from accessing, displaying, downloading or distributing any Data or material of any sort that could be deemed pornographic, racist, sexist, defamatory, discriminatory, harassing or otherwise offensive or in violation of County policies, resolutions or ordinances, state or federal law, or any other applicable law
- ii.* Users are expressly prohibited from using the County Information System to attempt to probe, scan, disable, overload or breach the security or authentication measures of any system or Network, either internally or externally.
- iii.* Users are expressly prohibited from knowingly introducing or propagating any computer virus or other harmful feature in the Information System. Users must use extreme caution when clicking on links or opening e-mail attachments received from unknown senders, which may contain malicious content. A User who becomes aware of a virus or other harmful feature must immediately disconnect from all Networks, cease using the Information System and immediately report the discovery to the IMSD Service Desk (see Definitions section).



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c. Software

- i.* Only Software owned, licensed or authorized by the County may be installed or used on the Information System. Users are expressly prohibited from installing or attempting to install unauthorized Software.
- ii.* Users must not download Software from the Internet unless specifically authorized to do so by IMSD. Users must not download or distribute pirated Software or Data.

d. Data and Physical Security

- i.* Users must store all County-related Data in County designated storage locations where it can be backed up. No personal, non-County Data is to be stored on the Information System nor should the Information System be used to collect, store, transmit or transfer any type of personal data and information.
- ii.* Any theft, loss or unauthorized disclosure of Data must be reported immediately to the IMSD Service Desk (see Definitions section).
- iii.* Any Data or material, including personal material, that is stored on the Information System is not private and is subject to County access and disclosure at any time, including to comply with law enforcement requests, to complete an investigation, or to defend the County in legal proceedings.
- iv.* Users must take adequate steps to protect the physical security of the Information System by ensuring Portable Devices are securely stored when not in use and workstations are locked when left unattended. Any theft or loss of Hardware must be reported immediately to the IMSD Service Desk (see Definitions section).
- v.* Users must preserve all Data required to be retained under applicable law, resolution or policy. This includes emails, texts and, where possible, instant messaging where applicable.
- vi.* Users who maintain “isolated” Data such as safe combinations, alarm codes, domain name registry passwords, administrative passwords, off-site storage access codes, etc., must contact the IMSD Service Desk (see Definitions section) to ensure that duplicate copies of the information are securely maintained.



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	<ul style="list-style-type: none">e. Portable or mobile Hardware<ul style="list-style-type: none"><i>i.</i> Users who have been issued County Portable Hardware (such as BlackBerrys, smartphones, tablets, or network access devices) or access the County Information System remotely through any other personally owned Hardware that is approved by IMSD must ensure they are protected with a password or a passcode, and must secure the equipment when left unattended.<i>ii.</i> The theft or loss of any County- or personally-owned portable or mobile Hardware (such as BlackBerrys, smartphones, or tablets) that accesses the County Information System remotely must be reported immediately to IMSD Service Desk (see Definitions section).<i>iii.</i> Users using County Portable Hardware must comply with applicable laws and ordinances restricting mobile device usage while driving.<i>iv.</i> Users are not allowed to use mobile devices while operating a vehicle even where it is legal to do so.2. Email and Texting, Instant Messaging, Social Media and Internet<ul style="list-style-type: none">a. General<ul style="list-style-type: none"><i>i.</i> Users must not send sensitive or confidential Data over the Internet or via email without adequate protection securing the Data. Examples include credit card numbers, telephone calling card numbers, fixed passwords, health information or customer account numbers which relate to personal identification information or personal health information.<i>ii.</i> The Information System, including email, texting, etc., is not to be used to convey non-work-related information other than described in the section on <i>Incidental Personal Use</i>.
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b. Email and Texting

- i.* Users must take particular care when using email or texting as a means of communication because, although often informal in nature, email communications may be subject to production in a legal action or Public Records request.
- ii.* Users must not knowingly distribute or forward hoax virus warnings, chain letters, jokes, political commentaries, or similar unsolicited email or texts of any kind.
- iii.* Users must not access any other User's email or texts without explicit authorization from that User (e.g. through Outlook delegates) or proper management permission.
- iv.* Users must not send any email or text purporting to come from another User without explicit authorization from that User (e.g., through Outlook delegates).
- v.* Due to their disruptive effect, system-wide or "all user" messages or blasts are prohibited, except as part of the County's authorized emergency response efforts. Please note the County intranet may provide a suitable location for information of interest to all employees.

c. Instant Messaging

- i.* Users may access approved instant messaging services only for informal business communication similar to a quick phone call or quick in-person verbal communication, unless the content of the messages is subject to an instruction to preserve records and electronically stored information.
- ii.* Users may not send or receive file attachments via instant messaging services.
- iii.* Users must communicate only with known and trusted correspondents via instant messaging
- iv.* Instant messages should not be used to transfer or record any substantive government information, because instant messages are not normally stored or saved.



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	<p>3. Internet and Intranet</p> <p>a. Business Internet Access</p> <ul style="list-style-type: none"><i>i.</i> When visiting an Internet site, information identifying a User's PC may be logged (i.e. cookies, temp files). Therefore, Users must assume they are identified as County employees or contractors and act appropriately at all times.<i>ii.</i> Users must not access websites, blogs, discussion forums, chat rooms or other locations that are in appropriate or have any content that could be construed as defamatory, harassing or otherwise offensive (e.g. pornography, bullying) or in violation of County policies.<i>iii.</i> Users must always exercise caution when using a County e-mail address to join networking sites. While such use may be appropriate as part of job duties for some (e.g. LinkedIn), for others this may not be the case.<i>iv.</i> Users accessing a web site must comply with its terms and conditions. Users may not infringe copyrights or other protections.<i>v.</i> Users may not use the Information System to download, play or store personal photographs, music or video files (e.g. MP3, MP4) due to capacity, copyright and legal issues. Personal photographs, music and video files will be deleted from County servers when found. Users may not stream video or audio (e.g., Internet radio, Pandora, sports video) whose content is not directly related to the business of Milwaukee County Government.<i>vi.</i> The County routinely blocks access to Internet sites that are deemed to be inappropriate or to pose an information security threat to the County. Access is prohibited. Any attempts to access blocked Internet sites are monitored and recorded. Persistent attempts to access blocked sites may result in discipline or termination.<i>vii.</i> The County may monitor and disclose User's Internet activity to ensure compliance with this Directive or for any other purpose permitted or required by law. <p>b. Social Media or Networking Sites</p> <ul style="list-style-type: none"><i>i.</i> Users must be mindful of, and clear about, the capacity in which they are participating. Only authorized County spokespersons
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	<p>should make statements on social media sites on behalf of the County.</p> <ul style="list-style-type: none"> <i>ii.</i> Social media or networking sites may be accessed only as needed for the User’s job. Personal use of social media on the Information System is prohibited. <i>iii.</i> Interactions on social media or networking sites must comply with all County policies. <p>4. Incidental Personal Use</p> <ul style="list-style-type: none"> <i>i.</i> Incidental Personal Use of the Information System consists of occasional, brief use of the Information System (including email or Internet) for short, routine, non-sensitive, non-confidential communications. For illustration, this might include: an email to check on a child’s arrival home from school, an email to meet someone for lunch, a <u>quick</u> check of the Internet for weather or news. <i>ii.</i> Incidental Personal Use is permitted. This use is at the absolute discretion of the County and no User may expect or claim such personal use as a right or expect such use to be private. Excessive use or other abuse may result in discipline or termination. <i>iii.</i> Incidental Personal Use is not allowed if it interferes with the performance of the User’s duties, exposes the County to expense or liability, or is unlawful for the County. <p>5. Prohibited Uses</p> <p>In addition to prohibited activity set out elsewhere, the following are also expressly prohibited:</p> <ul style="list-style-type: none"> <i>i.</i> Users are prohibited from using the Information System for solicitations for outside organizations, political or religious causes, or with the operation or management of any business other than that of the County. <i>ii.</i> Users are prohibited from using the Information System for personal online shopping, personal online sales, or other online transactions. Users <u>may</u> use the Information System for occasional, <u>brief</u> access of online services such as online banking, using the User’s personal email and account information. <i>iii.</i> Users are strictly prohibited from using County email addresses for non-County business. For example, a County email address may <u>not</u> be used for personal online shopping or financial transactions, personal blog or bulletin board memberships, personal email alerts
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	<p>from merchants or teams, etc., or as part of a payment such as PayPal.</p> <ul style="list-style-type: none"> <i>iv.</i> A County email address may <u>not</u> be used as a User’s personal address for: Facebook, social media, Twitter or similar services, online subscriptions, game systems, online gaming or gambling, couponing, or contests and sweepstakes. <i>v.</i> Use of the Information System for gambling of any sort (including “social” gambling or office pools), games of chance or games of skill, online video games, lotteries, or sweepstakes is strictly prohibited. <i>vi.</i> Personal, offensive or inappropriate use of webcams, video conferencing equipment, recording devices or microphones is prohibited.
<p>Reporting Violations:</p>	<p>Users are required to report violations, or suspected violations of the Acceptable Use directives. Violations may expose the County to a host of legal and information security risks. Activities that should immediately be reported to the IMSD Service Desk include, but are not limited to:</p> <ul style="list-style-type: none"> o attempts to circumvent established computer security systems o use or suspected use of virus, Trojan horse hacker programs or any other intrusive program o obtaining or trying to obtain another User's password o using the computer to make harassing or defamatory comments or to violate Milwaukee County's Harassment Policy or Milwaukee County Civil Service Rules o illegal conduct of any kind. <p>Reported violations will be investigated. Failure to adhere to this reporting policy may result in discipline, up to and including discharge.</p> <p>Users who, in good faith, report violations or suspected violations will be protected from retaliation. However, Users who falsely accuse another of violations without a good faith basis for such accusation are also subject to discipline, up to and including removal from Vendor engagement.</p>
<p>Contact:</p>	<p>IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888</p>



Information Management Services Division
Department of Administrative Services

MILWAUKEE COUNTY
ADMINISTRATIVE DIRECTIVE ON ACCEPTABLE USE FOR VENDORS

May 23, 2017

VENDOR STATEMENT

IBM

_____ (Vendor name) acknowledges to be in receipt of the Milwaukee County Administrative Directive on Acceptable Use for Vendors, and that this Directive applies to all Vendor employees, consultants, contractors, and agents who will be part of the Milwaukee County engagement. Violations of these obligations to adhere to this Directive may result in Milwaukee County taking action that will deny Vendor access or rights to any of Milwaukee County's technology resources. Progressive steps of corrective action may include termination of the Milwaukee County engagement.

My signature on this Directive does not imply agreement with the directive, but rather shows that I have read and received a copy of this directive from the Milwaukee County representative.

* * *

DocuSigned by:
Gregory J Bruggen
C9F5FBBE0316457...

Gregory J Bruggen

Signature of Company representative

Printed name of Company representative

7/14/2017

Date

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into on this 14th day of July, 2017 by and between Milwaukee County represented by its Department of Administrative Services - IMSD, located at 633 W Wisconsin Ave, Ste 1100, Milwaukee, WI 53233 ("**Milwaukee County**"), and International Business Machines Corp. with an address at New Orchard Road, Armonk, New York 10504 ("**IBM**") (collectively the "**Parties**").

The parties hereto desire to participate in discussions and services requested by Milwaukee County (the "**Transaction**"). The Parties agree that from time to time information shall be disclosed by one party (the "**Disclosing Party**") to the other party (the "**Recipient or Receiving Party**"). During these discussions, the Disclosing Party may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definition of Confidential Information.**

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed as specified herein, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that the Disclosing Party regards all of its Confidential Information as trade secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known by the Receiving Party to be under an obligation to the Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. Information disclosed orally or not marked with a restrictive legend must be identified as confidential at the time of disclosure. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “**Representatives**”) who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

The receipt of Information under this Agreement does not preclude the Receiving Party from:

1. developing, manufacturing, marketing or providing products or services which may be competitive with products or services of the Disclosing Party, or entering into any business relationship with any other party; or
2. assigning its employees in any way it may choose.

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any statutory requirement or to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its

sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at the Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party provides (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a two-year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to keep in confidence Confidential Information that was disclosed during term shall be held in confidence for a period of five (5) years after disclosure or as otherwise required by law.

6. Remedies.

Both parties acknowledge that the Confidential Information disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to the Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party may be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity.

7. Return of Confidential Information.

The Receiving Party shall promptly return and redeliver to the other party all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in

writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

The Receiving Party shall notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. Miscellaneous.

(a) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Wisconsin applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The state courts located in Wisconsin shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(b) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(e) Neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(f) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Milwaukee County

By _____
DocuSigned by:
Laurie Panella
852C38E74604439...

Name: Laurie Panella
<PRINT>

Title: Chief Information Officer
<PRINT>

7/14/2017

IBM

By _____
DocuSigned by:
Gregory J Bruggen
C9F5FBBE0316457...

Name: Gregory J Bruggen
<PRINT>

Title: IBM Client Executive
<PRINT>

7/14/2017

Certificate Of Completion

Envelope Id: D04E28FD2A4C440F88F4C04F221D008F	Status: Sent
Subject: Please DocuSign: FINAL IBM MaaS SOW.pdf, Appendix F - NCPA Contract Administration Agreement.pd...	
Source Envelope:	
Document Pages: 87	Signatures: 5
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 5	
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Anu Bhangoo
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	Anu.Bhangoo@milwaukeecountywi.gov
	IP Address: 204.194.251.5

Record Tracking

Status: Original	Holder: Anu Bhangoo	Location: DocuSign
7/14/2017 12:46:03 PM	Anu.Bhangoo@milwaukeecountywi.gov	

Signer Events

Gregory J Bruggen
 gjbruggen@us.ibm.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 C9F5FBBE0316457...

Timestamp

Sent: 7/14/2017 1:02:39 PM
 Viewed: 7/14/2017 1:07:01 PM
 Signed: 7/14/2017 1:20:54 PM

Using IP Address: 136.32.187.44

Electronic Record and Signature Disclosure:

Accepted: 7/14/2017 1:07:01 PM
 ID: f42f57fb-e31b-49a1-99a9-083f19d73d93

Laurie Panella
 Laurie.Panella@milwaukeecountywi.gov
 Chief Information Officer
 Milwaukee County
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 852C38E74604439...

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Using IP Address: 99.203.0.205
 Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/6/2014 11:39:31 AM
 ID: b93dc8a6-824a-4392-8bc6-007851cc23d5

Patrick Lee
 patrick.lee@milwaukeecountywi.gov
 Director of Procurement
 Milwaukee County
 Security Level: Email, Account Authentication (None)

Sent: 7/14/2017 1:20:56 PM

Electronic Record and Signature Disclosure:

Accepted: 4/1/2016 10:18:45 AM
 ID: 763a0a8c-0bd7-4f2a-a875-4c396f117b2d

Paul Schwegel
 Paul.Schwegel@milwaukeecountywi.gov
 Safety Manager
 Milwaukee County
 Security Level: Email, Account Authentication (None)

Sent: 7/14/2017 1:20:57 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Timothy Karaskiewicz

tkaraskiewicz@mitchellairport.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

7/14/2017 1:20:57 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.