

RESOLUTION NO. 7677-R12

A RESOLUTION AUTHORIZING THE LEASE
OF A COMPUTER SYSTEM FOR THE CITY OF URBANA

WHEREAS, the Finance Department of the City of Urbana currently employs a finance management system of manual accounting procedures for budgetary accounting and the use of a service bureau for processing payroll and parking tickets, and

WHEREAS, the City of Urbana, due to its growth and the added complexity of administering its City Departments and operations, has reached its limits with and, in many respects, has outgrown this system, and

WHEREAS, a computerized system of finance management will generally benefit the City of Urbana by minimizing routine clerical and bookkeeping functions, by providing timely, accurate and detailed interim financial reports, by continuing the standardization of expenditure charges and categories, by reflecting more accurately program costs, and allowing the development of a charge back system for interdepartmental service functions, and

WHEREAS, various proposals for a computerized system of finance management have been solicited, reviewed and studied, and

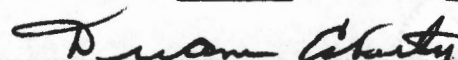
WHEREAS, the Committee on Administration, after such review and study and based on the recommendations based thereon, now recommends acceptance of the proposal submitted by the International Business Machines Corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

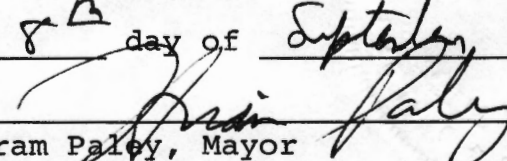
Section 1. That the various agreements with International Business Machines Corporation, copies of which are attached hereto and hereby incorporated by reference, for the lease of a computer and related services be and the same are hereby accepted and approved.

Section 2. That the Mayor of the City of Urbana be and the same is hereby authorized to execute on behalf of the City of Urbana, Illinois, said agreements.

PASSED by the City Council on this 7 day of Sept, 1976.


Duane Eckerty, City Clerk

APPROVED by the Mayor this 8th day of September, 1976.


Hiram Paley, Mayor

Amendment to Agreement for IBM Machine Service
State and Local Government Lease Plan

To: International Business Machines Corporation

IBM Branch Office Address:

2401 W. Jefferson
Springfield, IL 62708

Name and Address of Customer:

City of Urbana
402 S. Vine
Urbana, IL 61801

OFFICE OF MAYOR
CITY OF URBANA, ILL.

RECEIVED
DEC 6 1976

Reference Agreement No.: 663071

Branch Office No.: G6D

Customer No.: 93302-36

IBM CHARGES NOTED

The Customer and International Business Machines Corporation (IBM) agree that the following terms and conditions amend the Agreement for IBM Machine Service and any Systems Supplement to that Agreement when the Customer elects a State and Local Government Lease Plan for machines (machine or machines) including any features thereon. Machines shall become subject to the terms of this Amendment when a State and Local Government Lease Plan Supplement (Supplement) is signed by the Customer and IBM.

Contract Period

Each machine will be furnished by IBM under this Amendment for a Contract Period as specified on the Supplement. For machines not yet installed, the Commencement Date of the Contract Period will be the day (Monday through Friday) following the date the machine is installed by IBM. For machines already installed, the Commencement Date of the Contract Period will be the day following the date the Supplement, which has been signed by the Customer, is accepted by IBM. The Expiration Date of a Contract Period will be the day specified on the applicable Supplement, and is determined by the number of Term Months specified on the applicable Supplement.

Charges

There will be a State and Local Government Lease Plan Monthly Charge (Lease Plan Monthly Charge) for each machine, model change or feature instead of a Monthly Availability Charge. For machines under this Amendment, there will be no extra shift or additional use charges. For each machine, the Customer agrees to pay IBM the Total Lease Plan Monthly Charge as specified on the current Supplement for such machine through the Expiration Date of the Contract Period. Lease Plan Monthly Charges will be invoiced as of the first of each month. Payment shall be due within thirty days after date of invoice. When a machine, model change or feature is installed for part of a calendar month, the Lease Plan Monthly Charge for the partial month will be prorated on the basis of a 30-day month.

The Lease Plan Monthly Charge for each machine, model change or feature, as specified on the current Supplement, shall not be changed by IBM from the Commencement Date of the Contract Period through and including the day preceding the first Anniversary Date of the commencement of such Contract Period. An Anniversary Date, herein, is that date which occurs every twelve months from the Commencement Date of the Contract Period.

On or after the first Anniversary Date, until the expiration of the Contract Period, IBM may change the Lease Plan Monthly Charge for each machine, model change or feature, as specified on the current Supplement, in the following manner:

- i) There will be an Upper Limit for the Lease Plan Monthly Charge (hereinafter referred to as Upper Limit) and an Upper Limit Percent for each machine, model change and feature. The Upper Limit for the first year of the Contract Period will

be the Lease Plan Monthly Charge in effect on the Commencement Date of the Contract Period, except for a machine, model change or feature which is included on a Supplement after a price change announcement. For all purposes under this Amendment, the Lease Plan Monthly Charge for a machine, model change or feature which is included on a Supplement after a change announcement but before the effective date of the price change will be the changed price. On each Anniversary Date, until the Expiration Date of the Contract Period, the Upper Limit for each succeeding year will be calculated and become effective on such Anniversary Date. Such Upper Limit is calculated by increasing the Upper Limit for the preceding year by an amount which is derived by multiplying the Lease Plan Monthly Charge applicable for a machine, model change or feature, when such was initially included on a Supplement, by the Upper Limit Percent. The Upper Limit Percent will be the Upper Limit Percent in effect on the Commencement Date of the Contract Period and will not be increased by IBM during the Contract Period except as otherwise provided in this section.

- ii) During the Contract Period, IBM may, upon at least three months' prior written notice, increase the Lease Plan Monthly Charge for each machine, model change or feature, as specified on the current Supplement. Such increased Charges will be the lower of 1) the Lease Plan Monthly Charge then in effect for Customers commencing a new Contract Period, or 2) the Upper Limit in effect for that year. To the extent that any increase exceeds the applicable Upper Limit, the excess will be effective on ensuing Anniversary Dates, as applicable. However, the Customer will pay IBM the Lease Plan Monthly Charge in effect at the time of the notice until the end of the Customer's fiscal year in which such notice is given or until the effective date of change, whichever is later.

With respect to an on-order machine, model change or feature, if the applicable Supplement for such machine, model change or feature has been signed by the Customer and accepted by IBM, IBM may not change the Lease Plan Monthly Charge and Upper Limit Percent as specified on the applicable Supplement unless written notice thereof shall have been given to the Customer at least three months before the scheduled date of machine, model change or feature shipment as specified on the applicable Supplement. If such notice is given more than three months before such scheduled shipment date, IBM may not change the Lease

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Plan Monthly Charge and Upper Limit Percent as specified on the applicable Supplement until the end of the Customer's fiscal year in which such notice is given or until the effective date of change, whichever is later, and the increased Charges and the new Upper Limit Percent shall be used for the balance of the Contract Period for determining the Upper Limit. In the event a change in Lease Plan Monthly Charge or Upper Limit Percent is made to any machine, model change or feature not yet installed, the Customer may, prior to installation, elect to void the Supplement for the affected machine, model change or feature.

IBM may not, during the Contract Period, increase the Purchase Price or decrease the Purchase Option Percent for a machine, model change or feature as specified on the applicable Supplement.

If the applicable Supplement for an on-order machine, model change or feature has been signed by the Customer and accepted by IBM, IBM may not increase the Purchase Price or decrease the Purchase Option Percent, as specified on the applicable Supplement, up to and including the scheduled date of machine, model change or feature shipment as specified on the initial Supplement. In addition, IBM may not change the Purchase Option Percent as specified on the applicable Supplement unless (1) the Customer defers shipment after an announced decrease in such percent, or (2) the Customer defers shipment before an announced decrease in such percent and the revised Scheduled Date of Shipment for the machine, model change or feature is more than three months following the date of the notice.

The Purchase Price for the Contract Period will be specified on the applicable Supplement and shall be the lowest of:

- i) The Purchase Price as specified on the Supplement in effect immediately prior to the commencement of the Contract Period;
- ii) IBM's established Purchase Price on the date of shipment;
- iii) IBM's established Purchase Price three months prior to the Scheduled Date of Shipment as specified on the initial Supplement, if the Customer does not defer shipment; or
- iv) IBM's established Purchase Price three months prior to the revised Scheduled Date of Shipment as specified on the current Supplement, if the Customer does defer shipment prior to an announced price increase.

With respect to a Contract Period Extension (hereinafter referred to as "Extension"), as described in the section entitled "Contract Period Extension", if the applicable Supplement extending the Contract Period or Extension has been signed by the Customer and accepted by IBM, IBM may not change the Lease Plan Monthly Charge and Purchase Price, as specified on the Supplement for the Extension, unless written notice thereof shall have been given to the Customer at least three months before the Commencement Date of the Extension, except as described in the section entitled "Equipment Modification".

Except as provided herein, all changes in Lease Plan Monthly Charge, Purchase Price, Purchase Option Percent and Upper Limit Percent shall become effective on the date specified in the notice of such change.

IBM will provide the Customer a revised Supplement reflecting any changes therein on or after the effective date of such changes. This will be the current Supplement as of such effective date under the terms and conditions of this Amendment. The applicable Supplement is the initial Supplement or current Supplement, as appropriate. The initial Supplement is the first Supplement signed by the Customer and accepted by IBM on which a machine, model change or feature first appears.

There shall be added to the above charges amounts equal to any taxes, however designated, levied or based on such charges or on this Amendment or the machines or their use, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of personal property taxes assessed on the machines and taxes based on net income.

Contract Period Extension

A Contract Period may be extended by the Customer any number of times for a period of one year and one time for a period less than one

year by executing a new Supplement prior to the expiration of the Contract Period or Extension then in effect. The Commencement Date of an Extension is the day immediately following the expiration of the Contract Period or Extension then in effect. The Customer agrees to pay IBM the Total Lease Plan Monthly Charge through the Expiration Date of the Extension as specified on the Extension Supplement.

Equipment Modification

Machines installed under this Amendment may be modified by field installable model changes and features in the following manner:

UPGRADES: Model upgrades and feature additions to the installed machine may be accomplished as follows:

Model upgrades and feature additions may be installed under this Amendment any time during the Contract Period or Extension by executing a new Supplement. Feature additions will be installed at IBM's then existing applicable Lease Plan Monthly Charge. Model upgrades will be installed at the difference between IBM's then existing Lease Plan Monthly Charge for the model to be installed and IBM's then existing Lease Plan Monthly Charge for the installed model. For the purpose of determining future changes in the Lease Plan Monthly Charge and Upper Limit, as set forth in the section entitled "Charges", such model upgrades and feature additions shall have the same Anniversary Date, Expiration Date and Upper Limit Percent as the installed machine; provided, however, that any change in Lease Plan Monthly Charge applicable to a model upgrade or feature addition announced prior to the inclusion of such equipment on a Supplement will be effective to the full extent of the change on the date specified in the notice of such change and will be the Lease Plan Monthly Charge used for all Upper Limit calculations. The Total Lease Plan Monthly Charge will be increased by the amount of the increased Lease Plan Monthly Charge as described above for the model upgrade or feature addition.

DOWNGRADES: During the Contract Period or Extension, upon one month's prior written notice by the Customer, a model may be downgraded or a feature removed from an installed machine only at the end of the Customer's then current fiscal year or, if the Customer elects to purchase, at the time of purchase. Such model downgrade or feature removal will result in a decrease in the Total Lease Plan Monthly Charge. For a feature removal, the Total Lease Plan Monthly Charge will be reduced by the Lease Plan Monthly Charge as specified on the current Supplement for such features. For a model downgrade, the Total Lease Plan Monthly Charge will be reduced by the difference between the Lease Plan Monthly Charge for the installed model as specified on the current Supplement and the Lease Plan Monthly Charge which was in effect for the resulting downgraded model as of the earliest date during the Contract Period or Extension on which the machine contained the downgraded model, adjusted for subsequent price changes that would have been applicable to the resulting downgraded model, as provided in the section entitled "Charges".

Charges After Expiration of the State and Local Government Lease Plan

If the Contract Period or Extension expires for a machine, the Customer agrees to pay IBM in accordance with the then current charges, terms and conditions of the Agreement for IBM Machine Service and any Systems Supplement thereto until the Customer discontinues or purchases the machine.

Purchase Option

The Customer may elect to purchase a machine at any time during the Contract Period or Extension under the terms of an Agreement for Purchase of Installed IBM Machines. Upon written request from the Customer, IBM will quote a net purchase option price for such machine

as of a specific month that is not more than three months from the date of the request. The net purchase option price will be the lower of:

- i) The Purchase Price as specified on the current Supplement, less applicable purchase option credits not to exceed the Maximum Percentage, as specified on the initial Supplement, of the current Supplement's Purchase Price; or
- ii) IBM's then current purchase price on the Effective Date of Purchase, less applicable purchase option credits not to exceed the Maximum Percentage, as specified on the initial Supplement, of IBM's then current purchase price on the Effective Date of Purchase.

Purchase option credits will accrue individually for each machine, model upgrade or feature for the Contract Period and do not accrue for Extensions as described in the section entitled "Contract Period Extension". Purchase option credits are not transferable to other Customers or between machines or among a machine, model changes and features.

Purchase option credits earned under the Agreement for IBM Machine Service or Amendment thereto for a machine placed under this Amendment will be included hereunder under the applicable prior provisions. In addition, monthly purchase option credits accrued under this Amendment will be equal to the Lease Plan Monthly Charge as specified on the applicable Supplement multiplied by the Purchase Option Percent as specified on the applicable Supplement. Purchase option credits shall be applied in the order in which they are first incurred. However, in no event may the above purchase option credits accrue for more than the Maximum Months of Accruals as specified on the initial Supplement. When a machine, model change or feature ceases to be installed under a Supplement, all State and Local Government Lease Plan purchase option credits accrued hereunder with regard to that machine, model change or feature shall expire except to the extent that such credits would have been eligible under the Agreement for IBM Machine Service.

Termination or Discontinuance

The Customer may, during a Contract Period or Extension, terminate the Supplement or discontinue the machine only at the end of the Customer's then current fiscal year by providing IBM with three months' prior written notice for a Central Processing Unit (CPU), or one month's prior written notice for a machine other than a CPU.

Any removal of a machine upon the Customer's request during a Contract Period or Extension for return to IBM for any reason, in-

cluding machine replacement for model or feature changes which are not field installable, shall be considered a discontinuance for purposes of this Amendment and will only be allowed at the end of the Customer's then current fiscal year.

General

This Amendment is effective from the date on which it is accepted by IBM. Expiration or termination of any Contract Period or Extension shall not terminate this Amendment, it being the intent of the parties to leave this Amendment in effect in the event of future Contract Periods or Extensions. This Amendment may be terminated concurrent with or following expiration of all Contract Periods or Extensions by the Customer upon one month's prior written notice or by IBM upon three months' prior written notice.

The terms of the Agreement for IBM Machine Service and any Systems Supplement thereto, as amended by this Amendment, shall prevail notwithstanding any variance with provisions stated in any Customer order. In the event of any conflict between this Amendment and the terms of the Agreement for IBM Machine Service and any Systems Supplement thereto, the terms of this Amendment govern with regard to the machines, model changes and features listed on any Supplement.

This Amendment is not cancellable except as expressly provided herein; nor may any machines, model changes or features to which it is applicable be discontinued except as expressly provided herein.

The Customer may not sublease, assign or transfer any of the machines, model changes or features without the prior written approval of IBM.

IBM may modify the terms of this Amendment by providing the Customer with at least three months' prior written notice. A modification will apply on the effective date specified in the notice to a new Contract Period or Extension which commences on or after the date of the notice, but will not apply to a Contract Period or Extension which commenced prior to the date of the notice until the Contract Period or Extension has expired or been terminated.

In addition to the provisions in the Agreement for IBM Machine Service and any Systems Supplement thereto, IBM DOES NOT MAKE ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event will IBM be liable for any consequential damages even if IBM has been advised of the possibility of such damages.

Received by IBM at SPRINGFIELD / GCD
By J.W. Brinkmeyer
Manager's Signature
Manager's Name (Type or Print)
On 9-24-76
Date
Accepted by:
International Business Machines Corporation
By D. B. CHAMPAIGN
Authorized Signature
Asst. Manager or Printer
On NOV 19 1976
Date

55:41 92 DES 8

IBM CHAMPAIGN

City of Urbana
Customer
By Hiram Paley
Authorized Signature
Mr. Hiram Paley
Name (Type or Print)
Mayor
On 9/8/76
Date

PLEASE PRESS FIRMLY WITH BALL POINT PEN ON HARD SURFACE FOR MAXIMUM LEGIBILITY.

International Business Machines Corporation

Armonk, New York 10504

Agreement for IBM Machine Service (Includes Systems Supplement)

To: International Business Machines Corporation

Agreement No.: 663071

Branch Office Address:
2401 W. Jefferson
Springfield, IL 62708
Name and Address of Customer:
City of Urbana
402 S. Vine
Urbana, IL 61801

OFFICE OF MAYOR
CITY OF URBANA, ILL.
RECEIVED
DEC 6 1976

Br. Off. No.: G6D

Customer No.: 93302-30

International Business Machines Corporation (IBM), by its acceptance hereof, agrees to furnish to the Customer, in accordance with this Agreement, its IBM machine service comprising the use of the below listed machines and features (called machine or machines) and machine maintenance service.

Type	Model/Special Feature	Description	Quantity	Monthly Availability Charge Each
5404	A18	Central Processing Unit	1	758
5213	3	Printer	1	280
5447	A2	Disk Drive	1	560
3277	1	480 Character Display Station	1	84
3277	2	1920 Character Display Station	2	139

IBM CHAMPAIGN

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OCT 25 10 27 AM '76
S.W. MORTIMER, JR.
DIRECTOR OF SALES

Monthly Availability Charges invoiced will be as of the first of each month. Payment shall be made in full within thirty days after the date of invoice.

Term of Agreement

This Agreement is effective from the date it is accepted and shall remain in force, except as otherwise provided, for one year from the date the first machine is installed ready for use, and may be terminated by either party then, provided written notice is received three months prior, otherwise this Agreement shall remain in full force and effect. Thereafter it may be terminated or any of the

machines may be discontinued by either party at the end of any calendar month provided three months' prior written notice is received.

Charges

The charges shown on the face hereof are those currently in effect. All charges are subject to change upon three months' notice. If

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the Monthly Availability Charge is changed for any machine, the Customer may discontinue it or terminate this Agreement on the effective date of such change; otherwise, the new charge shall become effective.

There is a Monthly Availability Charge for each machine. In addition, there may be Additional Monthly Charges in accordance with the Rental Plan or Extra Shift Plan designated for each machine as follows:

RENTAL PLAN A

The Customer is entitled to accumulate up to 176 hours of billable time in any calendar month for the basic Monthly Availability Charge. IBM will install and maintain its meters for the purpose of recording billable time. In order to ensure timely meter readings, the Customer agrees to furnish a monthly report to IBM showing the meter readings for each machine as of the close of the last work day of each calendar month. The Customer agrees to use due care not to interfere with the proper operation of the meters. Additional monthly charges will be at IBM's established rates for billable time in excess of 176 hours in any calendar month. When a machine is installed for part of a calendar month, there are two alternative methods of prorating, and the hours of billable time for the partial month subject to the Additional Monthly Charges will be the lesser result of the two methods:

a) The 176 hours will be prorated on the basis of a 30-day month and the charge will be computed on the hours of billable time in excess thereof, or

b) When a machine has been installed for the three preceding calendar months, the average monthly hours of additional billable time for that period will be prorated on the basis of a 30-day month and the charges will be computed on the prorated portion.

RENTAL PLAN B

The Monthly Availability Charges for these machines are the entire charges for use in any calendar month. Charges for partial months will be prorated on the basis of a 30-day month.

EXTRA SHIFT PLAN

The Monthly Availability Charges include the use of machines by only one shift of machine operating personnel. When a machine is used by more than one shift of machine operating personnel, an extra charge for each hour of use by such extra shifts shall be made at the rate of 1/176th of 50% of the Monthly Availability Charges. Charges for partial months will be prorated on the basis of a 30-day month.

The Monthly Availability Charge for each machine commences on the day following that on which each machine is installed ready for use.

There shall be added to the above charges amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement or the machines or their use, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of personal property taxes assessed on the machines and taxes based on net income.

Additional or Replacement Machines

Machines, in addition to the above or to replace any the Customer may have in use, will be furnished, if available, to the Customer under this Agreement, at the schedule of charges in effect on the date such machines are installed ready for use.

Cards and Tape

Cards, tape, other supplies, accessories and disk devices used to operate the machines are to meet the necessary IBM specifications.

Maintenance

IBM will keep the machines in good working order and will make all necessary adjustments and repairs. For this purpose IBM shall have full and free access to the machines. The required suitable electric current to operate the machines and a suitable place of

installation with all facilities as specified in IBM's Installation Manual will be furnished by the Customer. IBM will not furnish maintenance service if the machines are located outside the United States, Puerto Rico or the Canal Zone.

Risk of Loss

During the period the machines are in transit or in the possession of the Customer, IBM and its insurers, if any, relieve the Customer of responsibility for all risks of loss or damage to the machines except for his responsibility for loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination.

Alterations and Attachments

Upon prior written notice to IBM, alterations in or attachments to the machines may be made. If the alteration or attachment interferes with the normal and satisfactory operation or maintenance of any of the machines in such manner as to increase substantially the cost of maintenance thereof, or create a safety hazard, the Customer will, upon notice from IBM to that effect, promptly remove the alteration or attachment and restore the machines to their normal condition.

Transportation and Traveling Expenses

All transportation, rigging and drayage charges upon the machines, both from and to the IBM plants, are to be paid by the Customer including those necessitated by capacity changes ordered by the Customer. Necessary packing cases for the return of the machines and a representative to supervise the packing will be furnished by IBM without charge. The cost of labor for crating and uncrating machines is a Customer expense except when it is performed at either an IBM plant or reconditioning location.

There will be no charge for travel expense associated with services under this Agreement except that actual travel expense shall be charged in those unusual instances where the site at which the machine is located is not normally accessible by private automobile or scheduled public transportation.

Warranty

IBM warrants that the above machines when installed will be in good working order and will conform to IBM's official published specifications. Without additional charge IBM will make all adjustments, repairs and parts replacements necessary to maintain the machines. All machines are supplied subject to these warranties, and IBM's obligation hereunder is limited to repair or replacement of any parts or machines when it determines that they do not conform to these warranties.

The foregoing Warranty is in lieu of all other warranties express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Limitations

The use of the machines will be under Customer's exclusive management and control. The Customer will be responsible for assuring the proper use, management and supervision of the machines and programs, audit controls, operating methods and office procedures, for establishing the necessary control over access to data, and for establishing all proper check points and procedures necessary for the Customer's intended use of the machines and the security of the data stored therein.

IBM will not be liable for personal injury or property damage except personal injury or property damage caused by IBM's negligence.

IBM shall in no event have obligations or liabilities for consequential damages even if IBM has been advised of the possibility of such damages.

The Customer agrees that IBM will not be liable for any damages caused by Customer's failure to fulfill any Customer responsibilities as set forth above or for any lost profits or for any claim or demand by any other party.

General

The terms and conditions of this Agreement supersede those of all previous agreements between the parties with respect to IBM machine service, and such service hereafter is subject to the terms and conditions of this Agreement.

This Agreement is not assignable; none of the machines may be sublet, assigned or transferred by the Customer without the prior written consent of IBM. Any attempt to sublet, assign or transfer any of the rights, duties or obligations of this Agreement is void.

The Customer agrees to keep IBM informed of the location of all machines.

Either party may terminate this Agreement for failure of the other to comply with any of its terms and conditions.

All machines remain IBM's property and may be removed by IBM at any time after termination of this Agreement.

The Customer acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and further, agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this Agreement.

This Agreement will be governed by the laws of the State of New York.

IBM CHAMPAIGN

8 SEP 76 14: 55

Received by IBM at

SPRINGFIELD 166D
DP Branch Office Name/Number

By

J. W. Brinkmeyer
Manager's Signature

Manager's Name (Type or Print)

On

Date

9-14-76

Accepted by:

International Business Machines Corporation

By

B. Graham
Authorized Signature

Name (Type or Print) Asst. Reg.

On

Date

NOV 19 1976

City of Urbana

Customer

By

Hiram Paley
Authorized Signature

Mr. Hiram Paley

Name (Type or Print)

Mayor

Title

On

Date

9/8/76

PLEASE PRESS FIRMLY WITH BALL POINT PEN ON HARD SURFACE FOR MAXIMUM LEGIBILITY.

License Agreement for IBM Program Products

To: International Business Machines Corporation

License Agreement No.:

Branch Office Address:

2401 W. Jefferson
Springfield, IL 62708

Branch Office No.: G6D

Customer No.:

Name and Address of Customer:

City of Urbana
402 S. Vine
Urbana, IL 61801

International Business Machines Corporation (IBM), by its acceptance of this Agreement by signature at its Regional or Divisional headquarters, agrees to grant and the Customer agrees to accept on the following terms and conditions nontransferable and nonexclusive licenses to use the Program Products including basic material (together referred to as licensed programs) and related optional materials (optional materials), listed on the last page of this Agreement and those which are ordered from time to time by the Customer subject to written confirmation by IBM.

Term

This Agreement is effective from the date on which it is accepted by IBM and shall remain in force until terminated by the Customer upon one month's prior written notice, or by IBM as provided below.

Certain programs licensed hereunder shall be made available for a pre-installation testing period (testing period) as specified by IBM in the Program Product list on the last page of this Agreement or in a Supplement to License Agreement for IBM Program Products. The testing period will begin 10 days after shipment of the program by IBM and will end upon expiration of the specified period, or upon the Customer achieving productive use of the program, whichever is earlier. After this testing period the minimum use period for each license under this Agreement is one month from the commencement of monthly charges. For programs for which IBM does not specify a testing period, the minimum use period will begin 10 days after shipment of the program by IBM. Any license under this Agreement may be discontinued by the Customer upon written notice at any time during the testing period, or at the conclusion of the minimum use period, or at any time thereafter upon one month's prior written notice. IBM may discontinue any license or terminate this Agreement if the Customer fails to comply with any of the terms and conditions of this Agreement, or as provided in the section of this Agreement entitled "Patent and Copyright Indemnification". Notice of discontinuance of any program license will be notice of discontinuance of any license for optional material obtained in connection with such program license. Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless that is specifically stated.

License

Each program license granted under this Agreement authorizes the Customer to use the licensed program in any machine readable form on a single central processing unit designated by type/serial number and its associated units (together referred to as CPU) or on the CPU designated under another then current license for the identical Program Product. Each optional material license granted under this Agreement authorizes the Customer to use the optional material in any machine readable form on the designated CPU or on the CPU designated under another then current license for the identical Program Product. A separate license is required for each CPU on which the licensed program and/or optional materials in any machine readable form will be used, provided, however, that the license granted under this Agreement for the designated CPU shall be temporarily transferred to (1) one back-up CPU if the designated CPU is inoperative due to malfunction, or during the performance of preventive maintenance, engineering changes or changes in features or model, until the designated CPU is restored to operative status and processing of the data already entered into

the back-up CPU is completed, and (2) to one other CPU for assembly or compilation of the licensed program if the specifications of the designated CPU are such that the licensed program cannot be assembled or compiled on the designated CPU. For each program for which IBM specifies "Installation License Applies" in the Program Product List on the last page of this Agreement or in a Supplement to the License Agreement for IBM Program Products, the reference to "a single Central Processing Unit designated by type/serial number and its associated units" in this section and all references to "the designated CPU" shall mean "the designated CPU and any other CPU located in the same installation as the designated CPU". For the purposes of this Agreement "same installation" shall mean a single room or contiguous rooms unless otherwise agreed to in writing by IBM and "use" is defined as copying any portion of the licensed program's and/or optional material's instructions or data from storage units or media into the CPU for processing. Licenses granted under this Agreement authorize the Customer to utilize licensed programs and/or optional materials, in printed form, in support of the use of such licensed programs and/or optional materials in machine readable form.

Licensed programs and related optional materials which are provided by IBM in printed form under the terms of this Agreement (referred to as program documentation) can be shipped to the Customer by IBM up to six months prior to shipment of the complete program (which includes machine readable materials). Each program license authorizes the Customer to utilize program documentation which is shipped prior to shipment of the complete program, provided that the Customer agrees not to use any such program documentation in machine readable form for any purpose. Within the six month period following the date of shipment of the program documentation by IBM, the Customer agrees that he will request that the complete program be shipped prior to, or at the conclusion of, the six month period or will discontinue his license for that particular program. The provisions for discontinuing a program license hereunder are in addition to those set forth in the section entitled "Term". The provisions of the section entitled "Discontinuance" apply to all program licenses even though only program documentation is shipped.

This Agreement and any of the licenses, programs or materials to which it applies may not be assigned, sublicensed or otherwise transferred by the Customer without prior written consent from IBM. No right to print or copy, in whole or in part, the licensed programs or optional materials is granted hereby except as hereinafter expressly provided.

Charges

Monthly charges are subject to change by IBM upon three months' written notice to the Customer. If the monthly charge is increased for any program license, the Customer may discontinue it upon one month's

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

written notice to IBM; otherwise, the new charge will become effective. Monthly charges will commence on the day following the end of the testing period, or 10 days after shipment of the program by IBM if there is no testing period, provided, however, charges will not commence on a Saturday or Sunday. In the event of discontinuance of a program license and reordering the same program for the same installation, the Customer agrees for that particular program license monthly charges and the minimum use period will begin 10 days after shipment of the program by IBM and, therefore, there will be no testing period. Charges will be invoiced in advance and will be payable within thirty days after the date of invoice. Charges for a partial month's use will be prorated based on a thirty-day month.

Certain licensed programs may be subject to an initial charge in addition to monthly charges or a single charge per license period in lieu of monthly charges. Initial and single charges are subject to change without notice.

When shipment of program documentation is requested prior to shipment of the complete program, there will be a charge for the program documentation equal to one month's charge for the complete program (including any initial charge) or the single charge which may be in lieu of monthly charges. If the Customer requests that the complete program be shipped prior to or at the conclusion of the six month period following the date of shipment of the program documentation by IBM, this charge will be credited to the first month's invoice for the complete program. If program documentation has been made available prior to shipment of the complete program and the Customer discontinues and reorders the same program for the same installation, program documentation will not again be made available prior to shipment of the complete program.

There shall be added to any charges under this Agreement amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement or the licensed programs or optional materials or their use, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of personal property taxes assessed on the licensed programs or optional materials and taxes based on net income.

License Redesignation

The Customer may notify IBM of his intention to redesignate the CPU on which a licensed program and optional materials are to be used. The redesignation will be effective upon the date specified in an amendment to this Agreement furnished to the Customer by IBM entitled Confirmation Of Change In Designated CPU.

Additional Licenses

Under this Agreement the Customer may, from time to time, order additional licenses for a previously licensed program and/or optional material, as well as licenses for other licensed programs and/or optional materials. These orders will be subject to acceptance by IBM under this Agreement and to the terms and conditions then in effect. Orders for additional licenses should reference this Agreement by number. IBM will confirm such orders and grant additional licenses by Supplements to this Agreement.

Basic Materials

Program licenses granted under this Agreement will govern any basic materials, in machine readable or printed form, provided by IBM in the quantities specified for each program license, and any additional copies in printed form licensed from IBM at the charges in effect at the time of their shipment.

Related Optional Materials

For certain licensed programs IBM will offer to license related optional materials, under this Agreement or under a separate agreement, provided, however, that optional materials will only be available to Customers who have licensed the programs to which such optional materials apply. Optional materials will be provided by IBM in the quantities specified for each optional materials license. Any additional copies in printed form may be licensed at charges in effect at the time of their shipment.

Programming Services

For specified licensed programs, IBM will provide programming services after delivery, without additional charge, to correct licensed program errors and issue corrected releases. However, IBM does not guar-

antee service results or represent or warrant that all errors will be corrected.

The Programming Service Classification of each licensed program will be specified by IBM in the Program Product List for each license. The Programming Service Classification of any licensed program may be changed by IBM upon six months' notice except as provided in the section of this Agreement entitled "Patent and Copyright Indemnification". Some reclassifications may constitute a discontinuance of services.

The Programming Service Classifications are:

Class A

When the Customer encounters a problem which IBM Field Engineering diagnosis indicates is caused by a defect in a current unaltered release of the licensed program, IBM Field Engineering will (1) if the licensed program is inoperable, apply a Program Temporary Fix (PTF) or make a reasonable attempt to develop an emergency by-pass, and (2) prepare an Authorized Program Analysis Report (APAR) and submit it to an IBM Central Programming Service location.

IBM Central Programming Service will respond to any problem caused by a defect in a current unaltered release of the licensed program by issuing a PTF to the originator of the APAR and/or issuing corrected code or notice of availability of corrected code. Corrections will be incorporated into new releases of the licensed program which will be made available to the Customer by IBM. Any other programming services or assistance will be provided at a charge.

Class B

When the Customer encounters a problem which his diagnosis indicates is caused by a licensed program defect, the Customer may submit an APAR to an IBM Central Programming Service location.

IBM Central Programming Service will respond to any problem caused by a defect in a current unaltered release of the licensed program by issuing a PTF to the originator of the APAR and/or issuing corrected code or notice of availability of corrected code. Corrections will be incorporated into new releases of the licensed program which will be made available to the Customer by IBM.

On request, and subject to availability, IBM Systems Engineering personnel will assist the Customer in (1) diagnosing defects and preparing APARs for submission to an IBM Central Programming Service location, and (2) if the licensed program is inoperable, applying a PTF, or making a reasonable attempt to develop an emergency bypass pending the IBM Central Programming Service response to the APAR submitted. Any other programming services or assistance will be provided at a charge.

Class C

Programming services or assistance will be provided at a charge. Central Programming Service will not be provided, except for corrections applicable to APARs received prior to the date Class C becomes effective for a licensed program previously assigned Class A or Class B.

For program documentation shipped prior to shipment of the complete program, programming services or assistance will be provided at a charge; central programming services will not be provided.

IBM shall have the right to make additional charges for any additional effort required to provide programming services resulting from Customer use of other than a current unaltered release of the licensed program.

Permission to Copy or Modify Licensed Programs

The Customer shall not copy, in whole or in part, any licensed programs or optional materials which are provided by IBM in printed form under this Agreement. Additional copies of printed materials may be licensed from IBM at the charges then in effect.

Any licensed programs or optional materials which are provided by IBM in machine readable form may be copied, in whole or in part, in printed or machine readable form in sufficient number for use by the Customer with the designated CPU, to understand the contents of such machine readable material, to modify the licensed program as provided below, for backup purposes as provided in the section of this Agreement entitled "License", or for archive purposes, provided however, that no more than five printed copies will be in existence under any license at any one time without prior written consent from IBM. The Customer agrees to maintain appropriate records of the number and location of all copies that he may make of licensed programs or optional materials which are provided by IBM in machine readable form. The

original; and any copies of the licensed programs and/or optional materials, in whole or in part, which are made by the Customer shall be the property of IBM.

If the original or any copy of the licensed program or optional materials will be kept at other than the location of the designated CPU, the Customer will notify IBM in writing of a designated location for the original or copy. However, the Customer may transport or transmit a copy or the original of any licensed program to another location when the license is temporarily transferred as provided in the section of this Agreement entitled "License", provided the copy or the original is destroyed or returned to its designated location when the period of temporary transfer is concluded and the license reverts back to the designated CPU.

The Customer may modify any licensed programs and/or optional material, in machine readable form, for his own use and merge it into other program material to form an updated work, provided that, upon discontinuance of the license for such licensed program, the licensed program and optional material supplied by IBM will be completely removed from the updated work and dealt with under this Agreement as if permission to modify had never been granted. Any portion of the licensed program or optional material included in an updated work shall be used only on the designated CPU except during a period of temporary transfer as provided in the section of this Agreement entitled "License", and shall remain subject to all other terms of this Agreement.

The Customer agrees to reproduce and include IBM's copyright notice on any copies, in whole or in part, in any form, including partial copies in modifications, of licensed programs or optional materials made hereunder in accord with the copyright instructions to be provided by IBM.

Protection and Security

The Customer agrees not to provide or otherwise make available any licensed program or optional material, including but not limited to flow charts, logic diagrams and source code, in any form, to any person other than Customer or IBM employees without prior written consent from IBM, except during the period any such person is on the Customer's premises with the Customer's permission for purposes specifically related to the Customer's use of the licensed program or optional materials.

Patent and Copyright Indemnification

IBM will defend at its expense any action brought against the Customer to the extent that it is based on a claim that licensed programs or optional materials, used within the scope of the license hereunder, infringe a copyright in the United States or a United States patent, and subject to the limitation of liability stated herein, IBM will pay any costs, damages, and attorney fees finally awarded against the Customer in such action which are attributable to such claim, provided that, the Customer notifies IBM promptly in writing of the claim and IBM may fully participate in the defense and/or agrees to any settlement of such claim. Should the licensed programs or optional materials become, or in IBM's opinion be likely to become, the subject of a claim of infringement of a copyright or a patent, IBM may procure for the Customer the right to continue using the licensed programs or optional materials, or replace or modify them to make them noninfringing. If neither of the foregoing alternatives is reasonably available to IBM, then IBM may discontinue the licensed program and/or optional materials upon one month's written notice to the Customer. If, however, the licensed program and/or optional materials is not the subject of a claim of copyright infringement, the Customer may notify IBM in writing during the one month after IBM's notice of discontinuance that the Customer elects to continue to be licensed with respect to the licensed program or optional materials until there has been an injunction or the claim has been withdrawn, and agrees to undertake at the Customer's expense the defense of any action against the Customer and to indemnify IBM with respect to all costs, damages, and attorney fees attributable to such continued use after such notice is given to IBM; it being understood that IBM may participate at its expense in the defense of any such action if such claim is against IBM. Upon IBM's written notice of discontinuance to the Customer, a licensed program with Programming Service Classification A or B will be changed to Programming Service Classification C. IBM shall have no liability for any claim of copyright or patent infringement based on (1) use of other than a current unaltered release of the licensed program or optional materials available from IBM if such infringement would have been avoided by the use of a current unaltered release of the licensed program or optional materials available from IBM or (2) use or combination of the licensed program or optional material with non-IBM programs or data if such

infringement would have been avoided by the use or combination of the licensed program or optional material with other programs or data. The foregoing states the entire liability of IBM with respect to infringement of any copyrights or patents by the licensed programs or optional materials or any parts thereof.

Responsibilities of the Parties

IBM will publish design objectives and estimated availability dates for licensed programs which it announces. However, IBM does not represent or warrant that such design objectives or estimated availability dates will be met.

IBM will publish Program Product Specifications for each licensed program with Programming Service Classification A or B as the licensed program is included in the IBM Program Information Department Library (Library).

IBM will provide a functional description of each licensed program with Programming Service Classification C as it is included in the Library.

The Customer shall be exclusively responsible for the supervision, management and control of his use of the licensed programs, and/or optional materials, including but not limited to: (1) assuring proper machine configuration, program installation, audit controls and operating methods, (2) establishing adequate backup plans, based on alternate procedures and/or based on access to qualified programming personnel to diagnose, patch, and repair licensed program defects, in the event of a licensed program malfunction and, (3) implementing sufficient procedures and checkpoints to satisfy his requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction.

The Customer agrees that he will take appropriate action by instruction, agreement, or otherwise with his employees or other persons permitted access to licensed programs and/or optional materials to satisfy his obligations under this Agreement with respect to use, copying, modification, and protection and security of licensed programs and optional materials.

Delivery

When available from the Library, licensed programs will be shipped to customers generally within one month after confirmation of order, subject to conditions beyond IBM's control, unless the Customer requests a later delivery date. Announced licensed programs will be included in the Library in accordance with IBM's estimated availability date for each licensed program. However, IBM does not represent or warrant that shipment or availability dates will be met.

Program storage media (magnetic tapes and disks) will be provided at a charge by IBM if not supplied by the Customer. Licensed programs will be shipped to the Customer without charge.

Risk of Loss

If any licensed program or optional material is lost or damaged during shipment, IBM will replace the licensed program or optional material and program storage media at no additional charge to the Customer.

If any licensed program or optional material is lost or damaged while in the possession of the Customer, IBM will replace the licensed program or optional material at a charge for program storage media unless it is provided by the Customer.

Discontinuance

Within one month after the date of discontinuance of any license under this Agreement, the Customer will furnish IBM a completed IBM Program Product Certificate of Discontinuance certifying that through his best effort, and to the best of his knowledge, the original and all copies, in whole or in part, in any form, including partial copies in modifications, of the licensed program and any optional material received from IBM or made in connection with such license have been destroyed, except that, upon prior written authorization from IBM, the Customer may retain a copy for archive purposes. However, where the Customer has licensed a successive version of the program, which carries a different program number, the Customer may retain the prior version of the program for backup purposes for a period not to exceed three months following the date of discontinuance. The Customer agrees that any such backup copy will be used only in the event of a problem in the successive version of the program which prevents its use. In no case will both the prior and the successive versions of the program be used simultaneously for productive purposes. Within one month following this three month period, the Customer will furnish IBM

a completed IBM Program Product Certificate of Discontinuance as indicated above.

Warranty

Each licensed program with Programming Service Classification A or B will conform to its published Program Product Specifications when it is shipped to the Customer. Sample data will be shipped with such licensed programs to assure that the Customer has received a valid copy.

Each licensed program with Programming Service Classification C will be distributed on an "as is" basis without warranty.

Limitation of Liability

The foregoing warranty is in lieu of all other warranties express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

The Customer agrees that IBM's liability hereunder for damages including but not limited to liability for patent infringements, but excluding liability for copyright infringements, regardless of the form of action, shall not exceed the charges paid by the Customer for the particular licensed program or optional materials involved. During the testing period for which no charges have been paid, there shall be no liability hereunder for damages, other than for copyright infringements.

The Customer further agrees that IBM will not be liable for any lost profits, or for any claim or demand against the Customer by any other party, except a claim for patent or copyright infringement as provided herein.

No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one year after the cause of action has accrued, except that, an action for non-payment may be brought within one year after the date of last payment.

In no event will IBM be liable for consequential damages even if IBM has been advised of the possibility of such damages.

IBM hereby grants the Customer nontransferable, nonexclusive licenses under the terms of this Agreement to use the following licensed programs and/or related optional materials in machine readable form on designated serial numbered CPUs and/or to utilize licensed programs and related optional materials in printed form, as specified below.

Program Product List

Program/Material	Programming Service Classification	Designated CPU Type/Serial Number	Designated CPU Location	Installation License Applies	Testing Period (Months)	Estimated Shipment Date	Charges (Monthly Unless Otherwise Stated)
5303-RG1	A				1	12/10/76	37.00
5703-UT1	A				1	12/10/76	16.00
5703-SM2	A				1	12/10/76	15.00
5703-SM1	A				1	12/10/76	10.00

Received by IBM at _____
DP Branch Office Name/Number

By _____
Manager's Signature

Manager's Name (Type or Print)

On _____
Date

Accepted by:
International Business Machines Corporation

By _____
Authorized Signature

Name (Type or Print)

Title

On _____
Date

General

The terms of this Agreement may be modified by IBM upon six months' written notice to the Customer, except for the terms and conditions which relate specifically to (1) discontinuance of this Agreement or licenses granted under this Agreement as provided in the section of this Agreement entitled "Term" and the section of this Agreement entitled "Patent and Copyright Indemnification", and (2) charges for licenses granted under this Agreement as provided in the section of this Agreement entitled "Charges". The Customer may terminate this Agreement or discontinue any of the licenses hereunder on the effective date of such modification upon one month's prior written notice to IBM; otherwise, such modification shall become effective.

The term "this Agreement" as used herein includes any future written amendments, modifications or supplements made in accordance herewith.

The terms of this Agreement will take precedence over the terms of any present or future order from the Customer for any licenses hereunder. The Customer agrees that his acceptance of future delivery of any licensed program or optional material from IBM is conclusive evidence of his agreement that the license for such program or optional material is governed by the terms of this Agreement.

If any of the provisions, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

The Customer's remedies in this Agreement are exclusive.

The Customer acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and further, agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this Agreement.

This Agreement will be governed by the laws of the State of New York.

The Program Product List may be continued
on the Continuation Sheet.

City of Urbana

By _____
Authorized Signature

Mr. Hiram Paley

Name (Type or Print)

Mayor

Title

On _____
Date

PRESS FIRMLY WITH BALL POINT PEN ON A HARD SURFACE FOR MAXIMUM LEGIBILITY.

State and Local Government Lease Plan Supplement for
Amendment to Agreement for IBM Machine Service
State and Local Government Lease Plan

To: International Business Machines Corporation

IBM Branch Office Address:

2401 W. Jefferson
Springfield, IL 62708

Reference Agreement No.:

Lease Plan Supplement No.:

Name and Address of Customer:

City of Urbana
402 S. Vine
Urbana, IL 61801

Lease Plan Supplement Modification No., if applicable:

Branch Office No. G6D

Customer No.:

The following machine, model changes or features are subject to the Amendment to Agreement for IBM Machine Service — State and Local Government Lease Plan:

Type/Model or Feature No.	Description (Serial No. if Installed)	Lease Plan Monthly Charge	Scheduled Date of Shipment	Contract Period			Purchase Price	Purchase Option Percent
				Term Months	Commence- ment Date*	Expiration Date*		
5404 Model A18 CPU		\$628		60			\$19,150	65
3960	5213 Printer Attachment	\$143		60			\$4,155	65
4705	3270 Model 2 Attachment	\$22		60			\$831	65
Total Lease Plan Monthly Charge		\$ 793					Upper Limit Percent	5

Maximum Percentage (see "Purchase Option" section of Amendment): 75%
Maximum Months of Accruals: 60 MONTHS

*To be completed by IBM upon the commencement of a Contract Period. A copy of this Supplement with these dates will be returned to the Customer.

**Since this machine type does not normally require installation by IBM, the date the machine is installed by IBM shall be 15 days after shipment by IBM.

Authorization to place the above listed machine, model changes or features under the terms of the Amendment to Agreement for IBM Machine Service — State and Local Government Lease Plan is hereby given.

International Business Machines Corporation

By _____
Manager's Signature

Manager's Name (Type or Print)

On _____
DateBy _____
Customer
Authorized Signature

Name (Type or Print)

On _____
Date

State and Local Government Lease Plan Supplement for
Amendment to Agreement for IBM Machine Service
State and Local Government Lease Plan

To: International Business Machines Corporation

IBM Branch Office Address:

2401 W. Jefferson
Springfield, IL 62708

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402 S. Vine
Urbana, IL 61801

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Lease Plan Supplement Modification No., if applicable:

Branch Office No.: G6D

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				Term Months	Commence- ment Date*			
5213 Model 3 Printer		\$308.00		60			\$7,105	55

Total Lease Plan
Monthly Charge

308.00

Upper Limit
Percent

5

Maximum Percentage (see "Purchase Option" section of Amendment): 75%
Maximum Months of Accruals: 60 MONTHS

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**Since this machine type does not normally require installation by IBM, the date the machine is installed by IBM shall be 15 days after shipment by IBM.

Authorization to place the above listed machine, model changes or features under the terms of the Amendment to Agreement for IBM Machine Service — State and Local Government Lease Plan is hereby given.

International Business Machines Corporation

By _____
Manager's Signature

Manager's Name (Type or Print)

On _____
Date

City of Urbana
Customer

By _____
Authorized Signature

Mr. Hiram Paley
Name (Type or Print)

On _____
Date

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Amendment to Agreement for IBM Machine Service
State and Local Government Lease Plan

To: International Business Machines Corporation

IBM Branch Office Address:

2401 W. Jefferson
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Urbana, IL 61801

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Branch Office No.: G6D

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Type/Model or Feature No.	Description (Serial No. if Installed)	Lease Plan Monthly Charge	Scheduled Date of Shipment	Contract Period		Purchase Price	Purchase Option Percent
				Term Months	Commence- ment Date*		
5477 Model A2	Disk Drive	\$524		60		\$14,190	70

Total Lease Plan
Monthly Charge **\$ 524**

Upper Limit
Percent **5**

Maximum Percentage (see "Purchase Option" section of Amendment): 75%
Maximum Months of Accruals: 60 MONTHS

*To be completed by IBM upon the commencement of a Contract Period. A copy of this Supplement with these dates will be returned to the Customer.

**Since this machine type does not normally require installation by IBM, the date the machine is installed by IBM shall be 15 days after shipment by IBM.

Authorization to place the above listed machine, model changes or features under the terms of the Amendment to Agreement for IBM Machine Service — State and Local Government Lease Plan is hereby given.

International Business Machines Corporation

By _____
Manager's Signature

Manager's Name (Type or Print)

On _____
Date

City of Urbana
Customer

By _____
Authorized Signature

Mr. Hiram Paley
Name (Type or Print)

On _____
Date

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City of Urbana
402 S. Vine
Urbana, IL 61801

Branch Office No.:

G6D

Customer No.:

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Type/Model or Feature No.	Description (Serial No. if Installed)	Lease Plan Monthly Charge	Scheduled Date of Shipment	Contract Period		Purchase Price	Purchase Option Percent
				Term Months	Commence- ment Date*		
3277 Model 1	Display Station	\$92		60		\$2,940	75

Total Lease Plan
Monthly Charge

\$ 92

Upper Limit
Percent

5

Maximum Percentage (see "Purchase Option" section of Amendment): 75%
Maximum Months of Accruals: 60 MONTHS

*To be completed by IBM upon the commencement of a Contract Period. A copy of this Supplement with these dates will be returned to the Customer.

**Since this machine type does not normally require installation by IBM, the date the machine is installed by IBM shall be 15 days after shipment by IBM.

Authorization to place the above listed machine, model changes or features under the terms of the Amendment to Agreement for IBM Machine Service — State and Local Government Lease Plan is hereby given.

International Business Machines Corporation

By _____
Manager's Signature

Manager's Name (Type or Print)

On _____
Date

City of Urbana
Customer

By _____
Authorized Signature

Mr. Hiram Paley
Name (Type or Print)

On _____
Date

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Urbana, IL 61801

Branch Office No.: G6D

Customer No.:

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Type/Model or Feature No.	Description (Serial No. if Installed)	Lease Plan Monthly Charge	Scheduled Date of Shipment	Contract Period		Purchase Price	Purchase Option Percent
				Term Months	Commence- ment Date*		
3277 Model 2	Display Station	\$135		60		\$3,810	75
4631	Keyboard	\$17		60		\$520	75

Total Lease Plan
Monthly Charge

152.00

Upper Limit
Percent

5

Maximum Percentage (see "Purchase Option" section of Amendment): 75%
Maximum Months of Accruals: 60 MONTHS

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**Since this machine type does not normally require installation by IBM, the date the machine is installed by IBM shall be 15 days after shipment by IBM.

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International Business Machines Corporation

By _____
Manager's Signature

Manager's Name (Type or Print)

On _____
Date

City of Urbana

Customer

By _____
Authorized SignatureMr. Hiram Paley
Name (Type or Print)On _____
Date

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Type/Model or Feature No.	Description (Serial No. if Installed)	Lease Plan Monthly Charge	Scheduled Date of Shipment	Contract Period		Purchase Price	Purchase Option Percent
				Term Months	Commence- ment Date*		
3277 Model 2	Display Station	\$135		60		\$3,810	75
4631	Keyboard	\$17		60		\$520	75

Total Lease Plan
Monthly Charge **152.00**

Upper Limit
Percent **5**

Maximum Percentage (see "Purchase Option" section of Amendment): 75%
Maximum Months of Accruals: 60 MONTHS

*To be completed by IBM upon the commencement of a Contract Period. A copy of this Supplement with these dates will be returned to the Customer.

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International Business Machines Corporation

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Manager's Signature

Manager's Name (Type or Print)

On _____
Date

City of Urbana
Customer

By _____
Authorized Signature

Mr. Hiram Paley
Name (Type or Print)

On _____
Date