

A RESOLUTION
APPROVING AN AGREEMENT BETWEEN
THE CITY OF URBANA AND INTERNATIONAL
BUSINESS MACHINES CORPORATION

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

1. That a Lease/Purchase Agreement between the City of Urbana, Illinois and the International Business Machines Corporation regarding the upgrading of the present data processing system, a copy of which said Agreement is attached hereto and incorporated herein by reference, be and the same is hereby approved.

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

PASSED by the City Council this 21st day of July,
1980.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 24th day of July,
1980.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

International Business Machines Corporation

Armonk, New York 10504

Agreement for Lease or Rental of IBM Machines

IBM Branch Office Address:

2401 W. Jefferson
Springfield, Il. 62702

Agreement No.:

Branch Office No.: G5P

Name and Address of Customer:

City of Urbana
402 S. Vine St.
Urbana, Il. 61801

Customer No.: 9330230

International Business Machines Corporation (IBM) and the Customer agree that the following terms and conditions will apply to any Customer order for lease or rental of IBM machines that is accepted by IBM under this Agreement. Under these terms and conditions, IBM will 1) lease or rent machines to the Customer, 2) provide maintenance service for machines and 3) as available, furnish programming and programming services, all as described herein. The Customer agrees to accept the machines, maintenance service, programming and programming services under the terms and conditions of this Agreement. The Customer further agrees with respect to the machines and programming to accept the responsibility for 1) their selection to achieve the Customer's intended results, 2) their use and 3) the results obtained therefrom. The Customer also has the responsibility for the selection and use of, and results obtained from, any other equipment, programs or services used with the machines and programming.

The term "machines" as used in this Agreement refers to machines and/or their model upgrades and features unless the context requires individual reference to model upgrades and features.

Specific machines, model upgrades and features become subject to this Agreement when either 1) a Supplement to Agreement for Lease or Rental of IBM Machines (Supplement) is signed by the Customer and IBM or 2) other written order is signed by the Customer and accepted by IBM.

CONTRACT PERIOD

IBM will determine the Lease or Rental Contract Period or Periods for which each machine is eligible. The Customer may select the Lease or Rental Contract Period for each machine from the alternatives available.

Lease Contract Period

A Lease Contract Period has a Commencement Date, a Base Term and an Expiration Date each of which will be specified in the Supplement.

Eligible machines become subject to the provisions of a Lease Contract Period when a Supplement listing the machines is signed by the Customer and IBM.

The Commencement Date for a machine being installed will be the day (Monday through Friday) following the day that the machine is installed, as specified by IBM, provided the applicable Supplement is received by IBM on or before such Commencement Date.

The Commencement Date for a machine already installed under a Rental Contract Period will be the day the applicable Supplement is received by IBM. The Commencement Date of a new Lease Contract Period for a machine already installed under a Lease Contract Period or Extension will be the day immediately following the Expiration Date of such Lease Contract Period or Extension, provided that the applicable Supplement is received by IBM on or before such Commencement Date.

The Expiration Date of a Lease Contract Period is determined initially by adding the Base Term to the Commencement Date, and thereafter may be adjusted as described in the Section entitled "Machine Modifications."

A Lease Contract Period may be extended as described in the Section entitled "Lease Contract Period Extension."

Rental Contract Period

A Rental Contract Period has a Commencement Date and is of indefinite duration.

Eligible machines become subject to the provisions of a Rental Contract Period when a written order is signed by the Customer and accepted by IBM.

The Commencement Date for a machine being installed will be the day (Monday through Friday) following the day that the machine is in-

CHARGES

IBM will determine the Monthly Lease Charge or Monthly Rental Charge applicable to the Lease or Rental Contract Period or Periods for which each machine is eligible. In addition, IBM will specify the Plan Offering for each machine as:

Plan A: Each Plan A machine which is installed under a Rental Contract Period is subject to an Additional Use Charge for billable time in excess of 176 hours in any calendar month, as measured by an IBM meter, at an hourly rate which is equal to 1/176th of the Monthly Rental Charge multiplied by IBM's applicable Additional Use Charge Percent then generally in effect. There is no Additional Use Charge for a Plan A machine which is installed under a Lease Contract Period or Extension.

Plan B: For each Plan B machine, the Monthly Lease Charge or Monthly Rental Charge provides the Customer with unlimited use in any calendar month.

Plan C: Each Plan C machine is subject to a Monthly Use Charge which is determined by multiplying the amount of processing performed by the machine, as measured by an IBM meter, by IBM's applicable Monthly Use Charge Rate then generally in effect.

Charges for each machine will begin on the Commencement Date of its Lease Contract Period or Extension or Rental Contract Period.

Lease Contract Period Monthly Charges

For Lease Contract Periods and Extensions, the Customer agrees to pay the applicable Monthly Lease Charge for each machine and, in addition, the applicable Monthly Use Charge for each Plan C machine.

Rental Contract Period Monthly Charges

For Rental Contract Periods, the Customer agrees to pay the applicable Monthly Rental Charge for each machine and, in addition, the applicable Additional Use Charge for each Plan A machine and Monthly Use Charge for each Plan C machine.

Meter Readings

IBM will install and maintain its meters for Plan A and Plan C machines. For each Plan A machine, where required, and for each Plan

The Agreement may be terminated by either party, upon one month's prior written notice, following the discontinuance of all machines and fulfillment of all obligations hereunder.

Subject to the terms of the following paragraph, IBM may, upon twelve months' prior written notice, modify the terms and conditions of this Agreement, except that IBM may, upon three months' prior written notice, modify the terms and conditions of the Sections entitled "Charges," "Termination Charges," "Purchase Option," "Lease Contract Period Extension" and "Machine Modifications."

Any such modification will apply on the effective date specified in the notice to all Rental Contract Periods, to current Lease Contract Periods or Extensions upon their Expiration Dates, provided such occur on or after the effective date, and to new Lease Contract Periods or Extensions which commence on or after the date of the notice. Otherwise, the Agreement or any Supplements can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of IBM, and variance from the terms and conditions of this Agreement and any Supplements in any Customer order or other written notification will be of no effect.

IBM is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment.

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

THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Received by IBM at Springfield, Il./G5P
Branch Office Name/Number
By J. W. Brinkmeyer
Manager's Signature
J. W. Brinkmeyer
Manager's Name (Type or Print)
On 5-20-80 11
Date

International Business Machines Corporation

AF 8081-R3
Armonk, New York 10504

State and Local Government Fiscal Year Price Protection Amendment to

Included

- Agreement for Lease or Rental of IBM Machines
- IBM Maintenance Agreement
- Agreement for IBM Licensed Programs

Included

- Agreement for Local Program Support for IBM Licensed Programs
- Agreement for Local Program Support for System Control Programming on IBM Machines

Branch Office Address:

2401 West Jefferson
Springfield, IL 62702

Branch Office No.: G5P

Customer No.: 9330230

Name and Address of Customer:

City of Urbana
402 South Vine Street
Urbana, IL 61801

International Business Machines Corporation (IBM) and the Customer agree that the above indicated Agreements are amended as follows:

Agreement for Lease or Rental of IBM Machines

The following provision is added after the first sentence of paragraph seven in the Section entitled "Increases in Lease Contract Period Monthly Charges:"

"However, no increases in the Monthly Lease Charge, Monthly Use Charge Rate, Additional Monthly Maintenance Charge and Upper Limit Percent will become effective during the Customer's twelve-month fiscal year in which such notice is given, for the machines installed during that fiscal year."

The following provision is added after the third sentence in the Section entitled "Increases in Rental Contract Period Monthly Charges:"

"However, no increases in the Monthly Rental Charge, Additional Use Charge Rate, Additional Monthly Maintenance Charge and Monthly Use Charge Rate will become effective during the Customer's twelve-month fiscal year in which such notice is given, for the machines installed during that fiscal year."

IBM Maintenance Agreement

The following provision is added to the last paragraph of the section entitled "Charges:"

"However, no increase in the Minimum Monthly Maintenance Charge or change in the Periods of Maintenance Service Availability, Machine Groups and percentages by which the Additional Monthly Maintenance Charge is determined, and no increase in the Basic Monthly Maintenance Charge and the Additional Monthly Maintenance Charge Rate will become effective during the Customer's twelve-month fiscal year in which such notice is given, for maintenance service provided during that fiscal year."

Agreement for IBM Licensed Programs

The following provision is added to the first paragraph of the sub-section entitled "Price Changes:"

"Any increase in monthly charges shall become effective at the end of the Customer's twelve-month fiscal year during which such notice is given or on the effective date of increase whichever is later."

Agreement for Local Licensed Program Support for IBM Licensed Programs

The following provision is added to the first paragraph of the section entitled "Charges:"

"However, any increase in monthly charges shall become effective at the later of: 1) the end of the Customer's twelve-month fiscal year during which such notice is given; or 2) the end of an Initial Support Period, or of any Licensed Program Support Extension Period, during which such notice is given; or 3) the effective date of increase."

Agreement for Local Program Support for System Control Programming on IBM Machines

The following provision is added to the first paragraph of the section entitled "Charges:"

"However, any increase in monthly charges shall become effective at the later of: 1) the end of the Customer's twelve-month fiscal year during which such notice is given; or 2) the end of an Initial Support Period, or of any Program Support Extension Period, during which such notice is given; or 3) the effective date of increase."

FISCAL YEAR

The Customer's fiscal year is from (July 1) to (June 30).
Month Day Month Day

GENERAL

The terms of this Amendment may be modified by IBM at the end of the Customer's fiscal year upon three months' prior written notice to the Customer.

Received by IBM at Springfield, IL/G5P
Branch Office Name/Number

16 91 08 AM '7

By [Signature]
Manager's Signature

J.W. Brinkmeyer 5/21/80
Manager's Name (Type or Print) Date

International Business Machines Corporation

Armonk, New York 10504

Agreement for IBM Licensed Programs

IBM Branch Office Address:

2401 W. Jefferson
Springfield, Il. 62702

Reference Agreement No.:

Branch Office No.: G5P

Name and Address of Customer:

City of Urbana
402 S. Vine Street
Urbana, Il. 61801

Customer No.: 9330230

International Business Machines Corporation (IBM) and the Customer agree that the following terms and conditions will apply to any Customer order for IBM licensed programs that is accepted by IBM under this Agreement. Under these terms and conditions, IBM will 1) furnish such licensed programs to the Customer, 2) furnish licensed optional materials in support of such licensed programs, 3) grant to the Customer a nontransferable and nonexclusive license to use the licensed program materials, and 4) provide program services, all as described herein. The Customer agrees with respect to the licensed programs to accept the responsibility for 1) their selection to achieve the Customer's intended results, 2) their installation, 3) their use, and 4) the results obtained therefrom. The Customer also has the responsibility for the selection and use of, and results obtained from, any other programs or programming equipment, or services used with the licensed programs.

A nontransferable and nonexclusive license in the United States and Puerto Rico for licensed program materials shall be granted subject to the terms and conditions of this Agreement effective when a Supplement to Agreement for IBM Licensed Programs (Supplement) for each program is signed by the Customer and IBM.

Any terms which this Agreement states are to be specified by IBM for a licensed program and/or related licensed optional materials, will be designated in the Supplement for that program.

DEFINITIONS

The term "licensed program" in this Agreement shall mean a licensed data processing program consisting of a series of instructions or statements in machine readable form and any related licensed materials such as, but not limited to, flow charts, logic diagrams and listings provided for use in connection with the licensed data processing program.

The term "licensed optional materials" in this Agreement shall mean any machine readable or printed material not included in the licensed program and which is designated by IBM as available under license to Customers who have licensed the program to which such optional materials relate.

The term "licensed program materials" in this Agreement shall mean both the licensed program and the licensed optional materials as defined above.

The term "use" in this Agreement shall mean copying any portion of the licensed program materials into a machine and/or transmitting them to a machine for processing of the machine instructions or statements contained in such materials.

TERM

This Agreement is effective from the date on which it is accepted by IBM and will remain in effect until terminated by the Customer upon one month's written notice, or by IBM as set forth in this section. This Agreement may be terminated by the Customer only when all licensed program materials licensed hereunder are discontinued and all licensed program materials have been returned or destroyed.

Licenses granted under this Agreement for which monthly charges have commenced may be discontinued by the Customer on one month's written notice. Otherwise any license may be discontinued at any time upon written notice effective immediately.

Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless specifically stated.

IBM may discontinue any license or terminate this Agreement upon written notice if the Customer fails to comply with any of the terms and conditions of this Agreement.

Notice of discontinuance of any license or licensed program shall be notice of discontinuance of the license, the licensed program and of all

LICENSE

General

Each license granted under this Agreement authorizes the Customer to:

- a) use the licensed program materials in machine readable form on the machine or machines (hereinafter referred to as "machine") designated in an applicable Supplement for such licensed program materials and in conjunction therewith to store the licensed program materials in, transmit them through or display them on units associated with such designated machine;
- b) utilize the licensed program materials in printed form in support of the use of the licensed program;
- c) copy the licensed program materials in machine readable form into any machine readable or printed form to provide sufficient copies to support the Customer's use of the licensed program as authorized under this Agreement. Licensed program materials provided by IBM in printed form may not be copied. Additional copies may be obtained under license from IBM at the charges then in effect.

A separate license is required for each machine on which the licensed program materials will be used, except as provided in the subsections entitled "Temporary License Transfer", "Installation License" and "Location License."

No right to use, print, copy or display the licensed program materials, in whole or in part, is granted hereby except as expressly provided in this Agreement.

Temporary License Transfer

The Customer is authorized to transfer the license to and to use the licensed program materials on:

- 1) a backup machine when the designated machine or an associated unit required for use of the licensed program is temporarily inoperable until operable status is restored and processing on the backup machine is completed; or
- 2) another machine for assembly or compilation of the licensed program materials if the designated machine and its associated units do not provide the configuration required for assembly or

ADDITIONAL PRODUCTS AND SERVICES

In addition to the licensed program materials and program services provided under this Agreement, IBM offers other products and services at separate charges under applicable written IBM agreements. IBM and the Customer agree that such products and services cannot be the subject of an oral agreement. The Customer may contract with IBM for any such products or services as available, but only under the terms and conditions of a written agreement signed by the Customer and IBM.

GENERAL

This Agreement is not assignable; none of the licenses granted hereunder nor any of the licensed program materials or copies thereof may be sublicensed, assigned or transferred by the Customer without the prior written consent of IBM. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this Agreement is void.

Licensed program materials furnished under this Agreement are to be used only on machines located in the United States and Puerto Rico.

The terms of this Agreement may be modified by IBM upon six months' written notice to the Customer, except that any modifications of the terms and conditions which relate specifically to termination of this Agreement or discontinuance of licenses granted under this Agreement as provided in the section entitled "Term" shall be effective only as to licensed program materials designated in a Sup-

plement signed by IBM after the date of such notice. Modifications shall become effective unless the Customer terminates this Agreement or discontinues any applicable licenses before the effective date thereof. Otherwise, the Agreement or any Supplement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of IBM, and variance from the terms and conditions of this Agreement and any Supplement in any Customer purchase order or other written notification will be of no effect.

IBM is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the area of nonpayment, more than two years from the date of the last payment.

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

THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Received by IBM at Springfield, Il./G5P
Branch Office Name/Number

By J. W. Brinkmeyer
Manager's Signature

J. W. Brinkmeyer
Manager's Name (Type or Print)

On 5-20-80
Date

International Business Machines Corporation

Armonk, New York 10504

**State and Local Government Lease Plan Supplement for
Amendment to Agreement for Lease or Rental of IBM Machines
State and Local Government Lease Plan**

Branch Office Address:
2401 West Jefferson
Springfield, IL 62702

Reference Agreement No.:
This Supplement No.: 001

Name and Address of Customer:
City of Urbana
402 South Vine
Urbana, Illinois 61801

Branch Office No.: G5P
Customer No.: 9330230

The following machines are subject to the Amendment to Agreement for Lease or Rental of IBM Machines — State and Local Government Lease Plan:

Item No.	Qty	Machine Type*	Model	Description	Feature Qty. (Each Machine) Number	Lease Plan Monthly Charge (Unit Price)	Feature Single Use Charge (Unit Price)	Purchase Price** (Unit Price)
1	1	5340	C34	System Unit		\$1,560.00		\$46,660.00
				Process Unit Exp.	1 5735	8.00		288.00
				<i>EW</i> Comm Adapter	1 2500	103.00		2,880.00
				<i>EW</i> 2400 BPS	1 5610	91.00		2,550.00
				Printer Base Attach.	1 1110	17.00		540.00
				5211 Prtr Attach	1 5811	17.00		1,080.00
				<i>EW</i> Keylock	1 4655		\$72.00	
				Work Station Exp. A	1 4900	11.00		360.00

Item No.	Plan C Monthly Use Charge Rate	IBM Plant Order Number(s) (On-Order Machine)	Serial Number(s)*** (Installed Machine)	Upper Limit Percent (5% Unless Noted)	Purchase Option Percent	Estimated Date of Shipment (On-Order Machine)	Contract Period		
							Base Term (60 Months) (Unless Noted)	Commencement Date***	Expiration Date***
1	N/A	4596UL			50	6/13/80			

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(* Denotes processor complex unit. (**) Maximum Purchase Accrual Percent: 75%. (***) Serial number(s), if not shown, and date(s) will be entered by IBM upon commencement of the Lease Contract Period(s) and a completed copy of this Supplement will be returned to the Customer.

THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ THE AGREEMENT FOR LEASE OR RENTAL OF IBM MACHINES TOGETHER WITH THE STATE AND LOCAL GOVERNMENT LEASE PLAN AMENDMENT AND THIS SUPPLEMENT AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT THE AGREEMENT, THE AMENDMENT AND THIS SUPPLEMENT ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THE AGREEMENT, THE AMENDMENT AND THIS SUPPLEMENT.

Authorization to lease the above listed machines under the terms of the Amendment to Agreement for Lease or Rental of IBM Machines— State and Local Government Lease Plan is hereby given.

International Business Machines Corporation

Armonk, New York 10504

**State and Local Government Lease Plan Supplement for
Amendment to Agreement for Lease or Rental of IBM Machines
State and Local Government Lease Plan**

Branch Office Address:

Continuation Sheet

Reference Agreement No.:

This Supplement No.:

Name and Address of Customer:

Branch Office No.:

Customer No.:

The following machines are subject to the Amendment to Agreement for Lease or Rental of IBM Machines — State and Local Government Lease Plan:

Item No.	Qty	Machine Type	Model	Description	Feature Qty. (Each Machine)	Feature Number	Lease Plan Monthly Charge (Unit Price)	Feature Single Use Charge (Unit Price)	Purchase Price** (Unit Price)
2	1	5251	011	Display Station			\$ 88.00		\$ 2,850.00
				Cable Thru	1	2680	3.00		115.00
				Screen Filter	1	3225		\$ 39.00	
				Keyboard	1	4600	11.00		350.00
				Keylock	1	4655		40.00	
				Mag Stripe Reader	1	4910	12.00		420.00
3	1	5211	002	Printer			321.00	10,920.00	

Item No.	Plan C Monthly Use Charge Rate	IBM Plant Order Number(s) (On-Order Machine)	Serial Number(s)*** (Installed Machine)	Upper Limit Percent (5% Unless Noted)	Purchase Option Percent	Estimated Date of Shipment (On-Order Machine)	Contract Period		
							Base Term (60 Months) (Unless Noted)	Commencement Date***	Expiration Date***
2	N/A	4596UM		55		6/13/80			
3	N/A	7220WE							

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(*) Denotes processor complex unit. (**) Maximum Purchase Accrual Percent: 75%. (***) Serial number(s), if not shown, and date(s) will be entered by IBM upon commencement of the Lease Contract Period(s) and a completed copy of this Supplement will be returned to the Customer.

THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ THE AGREEMENT FOR LEASE OR RENTAL OF IBM MACHINES TOGETHER WITH THE STATE AND LOCAL GOVERNMENT LEASE PLAN AMENDMENT AND THIS SUPPLEMENT AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT THE AGREEMENT, THE AMENDMENT AND THIS SUPPLEMENT ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THE AGREEMENT, THE AMENDMENT AND THIS SUPPLEMENT.

Authorization to lease the above listed machines under the terms of the Amendment to Agreement for Lease or Rental of IBM Machines— State and Local Government Lease Plan is hereby given.

Supplement to Agreement for IBM Licensed Programs

IBM Branch Office Address:
2401 W. Jefferson
Springfield, Il. 62702

Reference Agreement No.:
Supplement No.: 001
Branch Office No.: G5P
Customer No.: 9330230

Name and Address of Customer:
City of Urbana
402 Vine Street
Urbana, Il. 61801

The following Licensed Program Materials are hereby made subject to the referenced Agreement for IBM Licensed Programs:

Item Number	Licensed Program/ Features/ Optional Materials	Designated Machine Type/Serial	-----Charges-----				Payment Period	Testing Period	Warranted
			Initial	Process	Monthly	One-Time			
1	5726/SS1	5340/			106.00	Cont.	1 mo.	yes	
2	5726/RG1	"			30.00	"	"	"	
3	5726/UT1	"			37.00	"	"	"	

Item Number	-----Program Service-----			Designated IBM Representative	Installation License Applies	Location License Applies	Est. Ship/Del. Date or Effective Date for Additional License	Designated Machine Location
	Central Service	Local Service	Local Assistance					
1	*	*	N/A	CE	N/A	N/A	8/22/80	Above
2	*	*	"	"	"	"	"	"
3	*	*	"	"	"	"	"	"

Program Services designated above will be provided without additional charge for a current release of the licensed program.

*Provided until discontinued by IBM upon six months' notice. **Provided until calendar date indicated. ***Provided for number of months indicated.

The Customer acknowledges that he has read the Agreement for IBM Licensed Programs together with this Supplement and agrees to be bound by their terms and conditions. Further, the Customer agrees that the Agreement and this Supplement are the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals or prior agreements oral or written and all other communications between the parties relating to the subject matter of this Agreement and this Supplement.

**Amendment to Agreement for Lease or Rental of IBM Machines for Plan D
Optional Periods of Maintenance Service**

IBM Branch Office Address:

2401 West Jefferson
Springfield, IL 62704

Name and Address of Customer:

City of Urbana
402 Vine Street
Urbana, Illinois 61801

Agreement No.:

Branch Office No.: G5P

Customer No.: 9330230

International Business Machines Corporation (IBM) and the Customer agree that the following terms and conditions supplement the Agreement for Lease or Rental of IBM Machines only with respect to machines which are specified by IBM as Plan D machines.

CHARGES

Plan D: For each Plan D machine, model upgrade and feature, there will be an Initial Period of Maintenance Service, as described below, during which IBM will provide, at no additional charge, the availability of maintenance service 24 hours per day, seven days per week and unlimited use of the machine in any calendar month. Thereafter, the Monthly Lease Charge or Monthly Rental Charge provides the Customer with the availability of maintenance service in any period of nine consecutive hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, as selected by the Customer, (Base Period of Maintenance Service) and unlimited use of the machine in any calendar month.

In lieu of, or in addition to, the Base Period of Maintenance Service, the Customer may select, by written notice to IBM, one or more of the Optional Periods of Maintenance Service as designated by IBM in the IBM Plan D Optional Periods of Maintenance Service Exhibit. Such selection will be effective on the day the Customer's written notice is received by IBM or on the date specified by the Customer, whichever is later.

The Customer may change the selected Base Period or Optional Periods of Maintenance Service upon 15 days' prior written notice to IBM.

Each Optional Period of Maintenance Service is subject to an Additional Monthly Maintenance Charge which is a percentage of the applicable Additional Monthly Maintenance Charge Rate as described in the IBM Plan D Optional Periods of Maintenance Service Exhibit. Additional Monthly Maintenance Charges will commence upon the expiration of the Initial Period of Maintenance Service or on the effective date of the Optional Period or Periods of Maintenance Service, whichever is later. The Initial Period of Maintenance Service commences on the day (Monday through Friday) following the day that the Plan D machine is installed, as specified by IBM, and has a duration as established in writing by IBM. If the Initial Period of Maintenance Service expires on a Friday or Saturday, it will be extended by two days or one day, respectively, so that the last day of such Initial Period of Maintenance Service will be on a Sunday.

If the Customer requests maintenance service for a Plan D machine to be performed at a time outside the selected Base Period or Optional Periods of Maintenance Service, there will be no additional charge for maintenance parts; however, the service will be furnished under this

Agreement at IBM's applicable hourly rates then in effect. In addition there will be charges for travel expense associated with maintenance service performed at a time outside the selected Periods of Maintenance Service.

**Increase in Lease Contract Period Monthly Charges
Increase in Rental Contract Period Monthly Charges**

IBM may increase the Additional Monthly Maintenance Charge Rate or the percents for Optional Periods of Maintenance Service, or IBM may change the Machine Group designation or the Optional Periods of Maintenance Service at any time, upon three months' prior written notice. Upon 15 days' prior written notice to IBM, the Customer may discontinue any Optional Periods of Maintenance Service affected by such notice on the effective date of the increase or change. Otherwise, the new Rates, percents, Machine Group designation, and Optional Periods of Maintenance Service will become effective as specified.

MACHINE MODIFICATIONS

Model Upgrades and Feature Additions

A model upgrade or feature addition to a Plan D machine will be installed at IBM's applicable Additional Monthly Maintenance Charges, as provided in this Agreement, based on the Additional Monthly Maintenance Charge Rate, if any, then generally in effect for new orders.

PURCHASE OPTION

Eligible monthly charges do not include Additional Monthly Maintenance Charges.

MAINTENANCE SERVICE

The selected Base Period and Optional Periods of Maintenance Service for a Plan D machine, its model upgrades and features, on Monday through Friday shall be the same hours each day, and the period on Saturday or Sunday shall be the same hours on all Saturdays or Sundays. In a single system, all Plan D machines covered by this

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

Agreement, and any machines under an IBM Maintenance Agreement, must have a common period, Monday through Friday, of at least nine consecutive hours within the selected Periods of Maintenance Service. For this purpose, a single system is defined as a combination of machines, including one or more controllers or processing units, which are designed to operate in conjunction with each other and are interconnected by IBM power and signal cables or the equivalent.

feature is installed, or an Optional Period of Maintenance Service is in effect, for a part of a calendar month, any applicable Additional Monthly Maintenance Charge will be prorated on the basis of a 30-day month. The Customer agrees to pay any applicable Additional Monthly Maintenance Charges or applicable hourly charges.

INVOICING

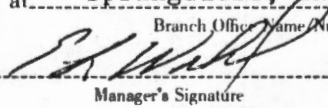
Additional Monthly Maintenance Charges will be invoiced in advance as of the first of each month. Charges for Maintenance Service furnished at hourly rates will be invoiced in the month following the month in which they are incurred. When a machine, model change or

GENERAL

In the event of any conflict between these terms and those of the Agreement for Lease or Rental of IBM Machines, these terms will control; otherwise, the terms of such Agreement shall apply in full to Plan D machines. The term "this Agreement" shall mean the Agreement for Lease or Rental of IBM Machines as supplemented by this Amendment and any other Amendment or Supplement thereto.

MAY 21 1980

Received by IBM at Springfield, IL/G5P
Branch Office Name/Number

By 
Manager's Signature
J. W. Brinkmeyer

Manager's Name (Type or Print)

On 5/21/80
Date