

**CONTRACT FOR SERVICE**

**DOCUMENT NO. 1341-13159**



**DEDICATED WEBSITE HOSTING, VIRTUALIZATION AND CLOUD SERVICES  
FOR  
COOK COUNTY BUREAU OF TECHNOLOGY**

**WITH: NTT AMERICA, INC.**

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE, PRESIDENT**

**ISSUED BY THE  
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**NOV 13 2013**

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**REQ# 108762**

CONTRACT FOR SERVICE  
PART I  
AGREEMENT

THIS CONTRACT ("Contract" or "Agreement") made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and **NTT America, Inc.**, a Delaware corporation, herein after the "Contractor".

WHEREAS, the County is responsible for procuring services for the **Cook County Bureau of Technology**, herein after the "Using Department (s)", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires dedicated website hosting, virtualization and cloud services for its legacy websites.

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Contract Services" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

1. Dedicated Hosting Services - AS SET FORTH IN EXHIBIT "A-1" and "A-2"
2. Cloud Services - AS SET FORTH IN EXHIBIT "B-1" and "B-2"
3. Professional Services - AS SET FORTH IN EXHIBIT "C-1" and "C-2"

II. CONTRACT PERIOD

Upon proper execution of the contract documents by the County, this Agreement shall be effective from January 1, 2013 ("Effective Date") and shall terminate two (2) years after the Effective Date on December 31, 2014. Prior to termination of this Agreement on December 31, 2014, this Agreement may be extended for additional two (2) year period subject to GC-16 of Part II (General Conditions) of this Agreement.

III. PAYMENT

In no case shall such charges exceed the amount of **\*\$ 422,000 ("Ceiling Contract Amount")** for the two (2) year period of this Agreement. For the avoidance of doubt, the Ceiling Contract Amount includes the Prior Amount described under "Specifications and Agreement" below. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS AND SPECIAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and Part III, Special Conditions, both of which are incorporated herein by this reference. Part III, Special Conditions shall apply only to the Professional Services further described in Exhibit C-1 and Exhibit C-2.

V. ATTACHMENTS

This Contract incorporates the following Contractor Documentation, subject to those modifications set forth in Section VI of this Part I of the Agreement:

1. EXHIBIT A-1 – SERVICE ORDER FOR DEDICATED HOSTING SERVICES (DATED SEPTEMBER 2006)
2. EXHIBIT A-2 – SERVICE ORDER FOR DEDICATED HOSTING SERVICES (DATED DECEMBER 2006)
3. EXHIBIT B-1 – NTT AMERICA, INC. CLOUD SERVICES TERMS AND CONDITIONS
4. EXHIBIT B-2 – SERVICE ORDER FOR CLOUD SERVICES
5. EXHIBIT C-1 – NTT AMERICA, INC. PROFESSIONAL SERVICES TERMS AND CONDITIONS
6. EXHIBIT C-2 – NTT AMERICA, INC. PROFESSIONAL SERVICES STATEMENT OF WORK

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

VI. MODIFICATION TO ATTACHMENTS

The incorporated Exhibits to this Agreement are modified as follows:

1. EXHIBIT A-1 – SERVICE ORDER FOR DEDICATED HOSTING SERVICES (DATED SEPTEMBER 2006)
  - a. Under Paragraph 1 of those pages designated as VERIO POWERPLATFORM HOSTING AGREEMENT, "Interest Rate" shall instead mean the maximum lawful rate as set forth in Illinois' Local Government Prompt Payment Act, 50 ILCS 505.
  - b. Paragraph 2 of those pages designated as VERIO POWERPLATFORM HOSTING AGREEMENT is stricken.
  - c. Paragraph 7 of those pages designated as VERIO POWERPLATFORM HOSTING AGREEMENT is stricken and replaced with GC-05 (Indemnification) of Part II (General Conditions) of this Agreement.
  - d. Paragraph 15 of those pages designated as VERIO POWERPLATFORM HOSTING AGREEMENT is stricken and replaced with GC-32 (Governing Law) of Part II (General Conditions) of this Agreement.
  - e. Paragraph 16 of those pages designated as VERIO POWERPLATFORM HOSTING AGREEMENT is stricken.
  - f. Under Paragraph 1 of those pages designated as VERIO INTERNET ACCESS

AGREEMENT, "Interest Rate" shall instead mean the maximum lawful rate as set forth in Illinois' Local Government Prompt Payment Act, 50 ILCS 505.

- g. Paragraph 2 of those pages designated as VERIO INTERNET ACCESS AGREEMENT is stricken.
  - h. Paragraph 6 of those pages designated as VERIO INTERNET ACCESS AGREEMENT is stricken and replaced with GC-05 (Indemnification) of Part II (General Conditions) of this Agreement.
  - i. Paragraph 14 of those pages designated as VERIO INTERNET ACCESS AGREEMENT is stricken and replaced with GC-32 (Governing Law) of Part II (General Conditions) of this Agreement.
  - j. Paragraph 15 of those pages designated as VERIO INTERNET ACCESS AGREEMENT is stricken.
2. EXHIBIT A-2 – SERVICE ORDER FOR DEDICATED HOSTING SERVICES (DATED DECEMBER 2006)
- a. Under Paragraph 1 of those pages designated as VERIO POWERPLATFORM HOSTING AGREEMENT, "Interest Rate" shall instead mean the maximum lawful rate as set forth in Illinois' Local Government Prompt Payment Act, 50 ILCS 505.
  - b. Paragraph 2 of those pages designated as VERIO POWERPLATFORM HOSTING AGREEMENT is stricken.
  - c. Paragraph 7 of those pages designated as VERIO POWERPLATFORM HOSTING AGREEMENT is stricken and replaced with GC-05 (Indemnification) of Part II (General Conditions) of this Agreement.
  - d. Paragraph 15 of those pages designated as VERIO POWERPLATFORM HOSTING AGREEMENT is stricken and replaced with GC-32 (Governing Law) of Part II (General Conditions) of this Agreement.
  - e. Paragraph 16 of those pages designated as VERIO POWERPLATFORM HOSTING AGREEMENT is stricken.

## GENERAL CONDITIONS

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## GENERAL CONDITIONS

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**GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**GC-02 PERSONNEL**

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

**GC-03      INSURANCE REQUIREMENTS**

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

**Insurance Requirements of the Contractor**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

**1.      Coverages**

(a)      **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1)      Employers' Liability coverage with a limit of  
         \$500,000 each Accident  
         \$500,000 each Employee  
         \$500,000 Policy Limit for Disease
- 2)      Broad form all states coverage

**GC-03      INSURANCE REQUIREMENTS (CON'T.)**

**(b)      Commercial General Liability Insurance**

- 1)      The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a)      All premises and operations;
- (b)      Broad Form Blanket Contractual Liability;
- (c)      Products/Completed Operations;
- (d)      Broad Form Property Damage Liability;
- (e)      Cross Liability.

**(c)      Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1)      Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2)      Uninsured/Motorists: Per Illinois Requirements

**(d)      Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1)      \$2,000,000 each occurrence for all liability
- 2)      \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

**2.      Additional requirements**

**(a)      Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

**(b)      Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

**GC-03            INSURANCE REQUIREMENTS (CON'T.)**

(c)    **Insurance Notices**

Contractor shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

**GC-04            INSPECTION AND RESPONSIBILITY**

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

**GC-05            INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any third-party claims awarded by a final determination of a court of competent jurisdiction or agreed upon by settlement among applicable parties to such claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

The County shall indemnify and save harmless Contractor and its affiliates from and against any and all losses, damages, costs, expenses and liabilities incurred or suffered directly or indirectly from or attributable to any third-party claims awarded by a final determination of a court of competent jurisdiction or agreed upon by settlement among applicable parties to such claims arising from the County's violation of Contractor's Acceptable Use Policy or County's gross negligence or willful misconduct.

**GC-06            PAYMENT**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

**GC-07            PREPAID FEES**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for

any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**GC-08 TAXES**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

**GC-09 PRICE REDUCTION**

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

**GC-10 CONTRACTOR CREDITS**

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

**GC-11 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**GC-12      DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within thirty (30) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Refusal to perform services deemed to be defective or unsuitable;
4. Discontinuance of performance of Contractor's obligations under the Contract;
5. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
6. Any assignment of this contract for the benefit of creditors; or
7. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within sixty (60) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

**GC-13      COUNTY'S REMEDIES**

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the thirty (30) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

**GC-14      CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the sixty (60) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

In case County is in default, Contractor shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording County further opportunity to cure such breach. In the event of such termination by Contractor, County shall pay Contractor for all Services rendered and expenses incurred by Contractor prior to the date of termination.

**GC-15 DELAYS**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**GC-16 MODIFICATIONS AND AMENDMENTS**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

Subject to the foregoing, the Chief Procurement Officer may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section, no County department or employee thereof has authority to make any modification or amendment to this Contract.

**GC-17 PATENTS, COPYRIGHTS AND LICENSES**

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**GC-18 COMPLIANCE WITH THE LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE**

I. **POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. **MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

**GC-19**

**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III, Non-Compliance.

**V. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

**GC-20 MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

**GC-21 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

**GC-22 ACCIDENT REPORTS**

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

**GC-23 USE OF COUNTY PREMISES AND RESOURCES**

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

**GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

**GC-25 GENERAL NOTICE**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

**TO THE COUNTY:**

COOK COUNTY CHIEF PROCUREMENT OFFICER  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602  
Include County Contract Number in all notices)

**TO THE CONTRACTOR:**

NTT America, Inc.  
Attn: Legal Department  
757 Third Avenue, 14<sup>th</sup> Floor  
New York, NY 10017

**GC-26            GUARANTEES AND WARRANTIES**

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

**GC-27            STANDARD OF DELIVERABLES**

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

**GC-28            DELIVERY**

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

**GC-29            QUANTITIES**

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

**GC-30 CONTRACT INTERPRETATION**

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Part I of this Agreement
2. Part II, General Conditions
3. Part III, Special Conditions
4. All exhibits to this Agreement

**GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

**GC-32 GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**GC-33            AUDIT; EXAMINATION OF RECORDS**

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, utilizing the Cook County Auditor's own resources, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof; provided however that Contractor is given reasonable prior written notice, Contractor is not obliged to provide any records relating to its profit or internal uplift; provided that such records are not directly related to the Contract or Contractor's compliance with Contract. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract. For purposes of this Section GC-33, subcontractor means any third parties with whom Contractor enters into an agreement for the primary purpose of enabling the Contractor to perform its obligations under this Agreement; for the purposes of this Section GC-33, subcontractor shall not include any third parties who provide goods or services to Contractor for the purposes of Contractor's general day-to-day business operations. The Contractor understands that absence of this language in a subcontract for which County funds are used does not relieve the Contractor from fully supporting all expenditures made with County funds and that Contractor is fully liable for any subcontractor expenditures that cannot be supported. For further clarification, the vendor engaged by Contractor for the Professional Services set forth in EXHIBITS C-1 and C-2 shall be a subcontractor for the purposes of this Section GC-33. Furthermore, the cloud infrastructure provider engaged by Contractor for the Cloud Services set forth in EXHIBITS B-1 and B-2 ("Cloud Provider") shall, upon Cook County's request, provide Cook County with its SOC1 Report subject to the terms and conditions set forth in a mutually agreed upon nondisclosure agreement between Cook County and the Cloud Provider. In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**GC-34            WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The

waiver of any such provision shall be strictly limited to the identified provision.

**GC-35 ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

**GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES**

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

**GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

**GC-39 COOPERATIVE PURCHASING**

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

**GC-40 COOPERATION WITH INSPECTOR GENERAL**

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

**END OF SECTION**

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**SPECIAL CONDITIONS**

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**SC-01                    STANDARD OF PERFORMANCE**

"Services" means, collectively, the services, duties and responsibilities described in this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

**SC-02                    ADEQUATE STAFFING**

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

**SC-03                    KEY PERSONNEL**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The Department may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in the applicable State of Work related to the Services.

**SC-04                    SALARIES AND WAGES**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to

employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

**SC-05 COMPLIANCE WITH ALL LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

**SC-06 REPRESENTATIONS AND WARRANTIES**

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections GC-12 of this Agreement.

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 1341-13159 for DEDICATED WEBSITE HOSTING, VIRTUALIZATION AND CLOUD SERVICES for the Using Departments described herein, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	MONTH	15	DEDICATED WEBSITE HOSTING AS PER EXHIBIT "A-1" HEREIN.
1	MONTH	15	DEDICATED WEBSITE HOSTING AS PER EXHIBIT "A-2" HEREIN.
1	MONTH	12	CLOUD SERVICES AS PER EXHIBITS "B-1" AND "B-2" HEREIN.
1	JOB	1	PROFESSIONAL SERVICES AS PER EXHIBITS "C-1" AND "C-2" HEREIN.

Contractor has been providing Dedicated Hosting Services to the County after the Effective Date, but prior to the date of County's execution of this Agreement, and doing so under the Service Orders attached hereto as Exhibit A-1 and Exhibit A-2. Pursuant to the applicable terms attached to the Service Orders, Dedicated Hosting Services are currently being provided on a month-to-month basis, unless terminated by County upon thirty (30) day written notice. Upon the County's exercise of its right to terminate the Dedicated Hosting Services, as such services are described in Exhibit A-1 and A-2, by tendering thirty (30) day written notice, the County shall have no liability to pay for future Dedicated Hosting Services after such notice is effective, but such notice shall not extinguish or affect the County's obligation to pay for Dedicated Hosting Services prior such notice's effectiveness.

The County hereby acknowledges and agrees that a total amount of US\$229,650\* (the "Prior Amount") is due and payable to Contractor for the Dedicated Hosting Services provided by Contractor prior to the date this Agreement is fully executed by County and Contractor ("Execution Date"). The County shall pay the Prior Amount to Contractor within sixty (60) days from the Execution Date. The Contractor shall not charge any late fees to County for the Dedicated Hosting Services that accrued prior to the Execution Date; however, should County fail to pay the Prior Amount to Contractor within sixty (60) days of the Execution Date, then late fees at the maximum lawful rate as set forth in Illinois' Local Government Prompt Payment Act, 50 ILCS 505 shall accrue against the Prior Amount beginning on the Execution Date as though the entirety of the Prior Amount accrued on the Execution Date.

<u>Account Number</u>	<u>Amount Due</u>
10160128	US\$135,150*
46001469	US\$94,500*

**"PRIOR AMOUNT" GRAND TOTAL: \$229,650\***

\*The Prior Amount of \$229,650 (\$135,150 + \$94,500) includes a disputed amount of \$16,361.28 ("Disputed Amount"). Should the County tender to Contractor documents, within thirty (30) days of the Execution Date, that demonstrate the County has paid the Disputed Amount prior to the Execution Date, then the Prior Amount is deemed to be \$213,288.72. The parties may also agree in writing to a different Prior Amount upon reconciliation of their respective records. Changes in the Prior Amount shall not affect the Ceiling Contract Amount.

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CONTRACT NO. 1341-13159

EXHIBIT "A-1"

SERVICE ORDER FOR DEDICATED HOSTING SERVICES

<b>CUSTOMER NAME</b>	Cook County	
<b>ARBOR #</b>	10160128	
<b>SALESFORCE.COM OPPORTUNITY NUMBERS (must have at least one)</b>		
<b>New</b>	<b>Renewal</b>	<b>Add-On</b>
<b>Downgrade</b>	<b>Upgrade 06-01433</b>	<b>Relocation</b>

**\*\*INTERNAL USE ONLY\*\***  
**INTERNAL SALES INFORMATION**

<b>Sales Channel</b>	Direct	<b>Sales Branch</b>	Chicago
<b>Sales Rep #1</b>	Tony Messerges	<b>Ownership %</b>	100
<b>Phone</b>	708-848-4075	<b>Email</b>	t.messerges@ntta.com
<b>Sales Rep #2</b>	Matt Wolfe	<b>Ownership %</b>	100

**MARKETING & APPROVALS**

<b>PROMO CODE</b>		<b>LEAD SOURCE</b>	Current Customer
<b>APPROVALS</b>	<b>DEAL TEAM #</b>	<b>EQQ #</b>	
	<b>CREDIT #</b>	04710	<b>TRT #</b>
			2761

**PARTNER INFORMATION**

<b>PARTNER TYPE</b>	<input type="checkbox"/> N/A	<input type="checkbox"/> SOLUTION PROVIDER	<input type="checkbox"/> RESELLER	<input type="checkbox"/> REFERRAL
<b>PARTNER NAME</b>			<b>PARTNER SALES ID</b>	

LOA  Yes  No

**INSTRUCTIONS**

replacing preferred tape backup with disk backup/remote backup. Bill as remote backup but install as disk backup.

Do not install new agent without contacting client first for a scheduled downtime.

<b>DIRECTOR NAME</b>	Chris Wienke	<b>DATE</b>	9-27-06
<b>DIRECTOR APPROVAL SIGNATURE</b>		<b>DATE</b>	



**Service Order  
for Cook County**  
(if assigned) Arbor # 10160128  
Contract Sent: 9/20/2006

<input type="checkbox"/> NEW CUSTOMER		<b>EXISTING CUSTOMER?</b>			
		<input checked="" type="checkbox"/> UPGRADE	<input type="checkbox"/> ADD-ON	<input type="checkbox"/> DOWNGRADE	<input type="checkbox"/> RELOC
		<input type="checkbox"/> RENEWAL			
<b>SERVICES ORDERED (see Attachments for detail)</b>					
<input type="checkbox"/> DED ACCESS	<input checked="" type="checkbox"/> MGD SERVICES	<input type="checkbox"/> COLO	<input type="checkbox"/> RAPID RO	<input checked="" type="checkbox"/> MODULAR	<input type="checkbox"/> OTHER
<b>Attachments</b>					
<input type="checkbox"/> Access	<input type="checkbox"/> Colocation	<input type="checkbox"/> CPE VPN	<input type="checkbox"/> IP VPN	<input type="checkbox"/> EMS	<input checked="" type="checkbox"/> Intellisecurity
<input checked="" type="checkbox"/> LoadBalancing					
<input type="checkbox"/> Mgd Storage	<input type="checkbox"/> Secure Entrance	<input checked="" type="checkbox"/> Server Config.	<input type="checkbox"/> Smart Content	<input type="checkbox"/> Support Solution	
<input type="checkbox"/> IP Justification	<input type="checkbox"/> BGP Request	<input checked="" type="checkbox"/> TPM	<input type="checkbox"/> MAS	<input type="checkbox"/> Other	
<b>PAYMENT INFORMATION (please select from options below)</b>					
#1 <input checked="" type="checkbox"/> CHECK					
#2 <input type="checkbox"/> PERSONAL/CORPORATE CREDIT CARD?					
Credit card type?		<input type="checkbox"/> VISA	<input type="checkbox"/> Master Card	<input type="checkbox"/> Am EX	
Card Holder Name		Credit Card #		Exp. Date	
#3 <input type="checkbox"/> EFT? Bank Name & Address					
Account #		Bank Routing #			
<b>INVOICE METHOD</b>	<input type="checkbox"/> EMAIL	<input checked="" type="checkbox"/> USPS	<b>TAX STATUS?</b>	<input type="checkbox"/> Non-Exempt	<b>TAX ID # (IF EXEMPT)</b>
<b>COMPANY CONTACT INFORMATION</b>					
<b>COMPANY NAME</b>	Cook County Government - Department of Office Technology	<b>ARBOR #</b>	10160128	<b>Salesforce#</b>	483
<b>CONTACT NAME</b>	Mary Jo Horace	<b>ADDRESS</b>	69 W. Washington, Suite 2700		
<b>EMAIL</b>	mjhorace@cookcountygov.com	<b>CITY</b>	Chicago	<b>STATE</b>	IL
<b>PHONE</b>	312-603-1370	<b>ZIP CODE</b>	60602	<b>COUNTRY</b>	USA
<b>MOBILE/PAGER</b>		<b>FAX</b>	312-603-9904		
<b>CUSTOMER BILLING CONTACT INFORMATION</b>					
<b>BILLING CONTACT</b>	Keyla Hopkins	<b>ADDRESS</b>	69 W. Washington, Suite 2700		
<b>EMAIL</b>	khopkins@cookcountygov.com	<b>CITY</b>	Chicago	<b>STATE</b>	IL
<b>PHONE</b>	312-603-1370	<b>ZIP CODE</b>	60602	<b>COUNTRY</b>	USA
<b>MOBILE/PAGER</b>		<b>FAX</b>	312-603-9904		
<b>TECHNICAL CONTACT INFORMATION</b>			<b>CUSTOMER INSTALL LOCATION (Data Center if applicable)</b>		
<b>TECH CONTACT</b>	Kathy Markham	<b>ADDRESS</b>	22451 Shaw Rd.		
<b>EMAIL</b>	kmarkham@cookcountygov.com	<b>CITY</b>	Sterling	<b>STATE</b>	VA
<b>PHONE</b>	312.603.0086	<b>ZIP CODE</b>	20166	<b>COUNTY</b>	Loudoun
<b>MOBILE/PAGER</b>		<b>COUNTRY</b>	USA		
<b>FAX</b>	312.603.9905	Do you have multiple new install locations? <input type="checkbox"/> YES <input type="checkbox"/> NO How many?			
<b>SERVICE TERM &amp; TOTAL CHARGES (PRODUCTS &amp; SERVICES, EQUIPMENT, TELCO, etc.)</b>					
<b>TERM COMMITMENT</b>	12 Month	<b>BILLING FREQUENCY</b>	Monthly		
<b>TOTAL ONE TIME INSTALLATION / SETUP / EQUIPMENT CHARGES</b>					\$0
<b>TOTAL MONTHLY RECURRING CHARGES</b>					\$356
<b>NTT/VERIO CONTACT INFORMATION</b>					
<b>SALES REP</b>	Tony Messerges	<b>BRANCH</b>	Chicago - IL	<b>EMAIL</b>	tmesserges@verio.net
					<b>PHONE #</b> 312-752-0400
Sales Engineer	Ryan Ribary	Branch	Home Office - OR	Email	rribary@verio.net
					Phone # 503-998-2177
Please review & sign the attached additional pages of the Service Order Form and the attached appropriate contract(s). The Service Order is not effective until the appropriate contract(s) has been signed by Customer and accepted by NTT/VERIO as provided in the contract(s). In the event of a conflict between the Service Order & the contract(s), the contract(s) shall govern.					
Please fax signed Service Order & contract(s) to Verio at the following fax number: 312-896-9540					
<b>CUSTOMER SIGNATURE</b>	<i>Mary Jo Horace</i>			<b>DATE</b>	9/27/06



An NTT Communications Company

**Service Order  
for Cook County**

(if assigned) Arbor # 10160128

Contract Sent: 9/20/2006

STORAGE / BACKUP - MANAGED SERVICES		
Storage Ordered	Storage Product/Service #1	Remote Backup 50 GB's
	Storage Product/Service #2	
	Storage Product/Service #3	
	Storage Product/Service #4	
	Storage Product/Service #5	
	Storage Product/Service #6	
	Storage Product/Service #7	
	Storage Product/Service #8	
	Storage Product/Service #9	
	Storage Product/Service #10	
	<b>STARTUP COST</b>	\$ -
	<b>MONTHLY COST</b>	\$ 356.00

**MANAGED STORAGE SERVICES - Terms and Conditions**

The following Supplemental Terms govern the managed storage Services (the Managed Storage Services) provided by NTTA to Customer as part of the Services pursuant to this Agreement and the applicable Service Order.

A. Customer acknowledges that, although the Managed Storage Services serve as an important component of a comprehensive data security and disaster recovery system, the Managed Storage Services are not intended to constitute a comprehensive data recovery and restoration system. Unless otherwise agreed in writing by Customer and NTTA, NTTA will be entitled to begin billing for the Managed Storage Services on the date on which NTTA first makes the Managed Storage Services available for use by Customer.

Customer's designated equipment (the Equipment) to NTTA's storage infrastructure. NTTA will back up the Files within a predetermined eight-hour window during each seven-day period (the Backup Period). NTTA's standard plan is to provide one full backup that stores the complete Files to tape, and then six incremental backups that store transaction logs to tape during each Backup Period.

C. Files and transaction logs stored on tape (Stored Files) will be retained for twenty-eight days, after which, NTTA may, at its option, destroy the Stored Files. Unless otherwise specified by NTTA, Stored Files will be retained on NTTA's business premises. At Customer's election, the Stored Files will be retained at a facility of NTTA's choice outside of the NTTA's business premises for the fees specified on the Service Order Form.

D. Restoration of Stored Files retained on NTTA's business premises to Customer's Equipment will begin within thirty (30) minutes of Customer's request.

E. Customer agrees that NTTA will not be in breach of this Agreement if its failure to provide the Managed Storage Services is caused by scheduled down-time for backup and restore utility maintenance, network and utility outages, and other force majeure events set forth in this Agreement.

F. Customer expressly grants NTTA and NTTA's third party service providers, for the purpose of providing the data backup and restoration services, the right to access the Customer Equipment and the right to reproduce the Files.

THE UNDERSIGNED IS A DULY AUTHORIZED REPRESENTATIVE OF CUSTOMER WITH FULL LEGAL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT AS OF THE EFFECTIVE DATE:

Signature: Mary Jo Horvath 09/27/06  
*mjh*

**NTT AMERICA MANAGED STORAGE SERVICES  
SALES ORDER FORM (VER. 1.2)**

CUSTOMER NAME	<u>Cook County</u>
ARBOR #	10160128

If this order is using a promotional code, please enter here: \_\_\_\_\_

**COMMENTS**

Please provide any comments you have concerning this order here:

**Please install disk backup on all servers. This will be replacing preferred backup. This service will be billed as Remote backup but is setup as Disk Backup.**

Instructions:

Complete sections needed for managed storage service.

- Section 1: Tape Backup Plans (2 Pages)
- Section 2: Basic Tape Backup Plans (2 Pages)
- Section 3: Disk Backup (1 Page)
- Section 4: Remote Disk Backup Plans (2 Pages)
- Section 5: Managed SAN (1 Page)
- Section 6: Additional Forms (2 Pages)

## MANAGED STORAGE SERVICES

### Section 3: DISK BACKUP PLANS

#### DISK BACKUP PLAN

#### PACKAGES

**For Billing Purposes use the 50GB Remote backup plan**

**Overage Use Rate Per GB<sup>1</sup> \$12.75**

#### TOTAL COSTS

**Total Setup Costs: \$0**

**Total Monthly Costs: \$356**

Please list the servers, type of server, and directory paths to backed up.

The information you provide here will determine what files on your server are backed up. **If you choose 'Default', then all data on all drives (other than databases) will be backed up and all backed up data will count toward your monthly limit.** We suggest you choose specific directories where your data resides. Any changes to the default settings should be indicated here.

**NTTA is not responsible for any changes to the backup configuration made by the customer.**

When defining what files or directories are to be either included or excluded during backup, remember that if you add or remove directories, you will need to send in a change request to tech support within 24 hours, or the new files will not be added to your current backup

SERVER	SERVER TYPE	BACKUP PREFERENCE
<input checked="" type="checkbox"/> Server 1 OS: Windows Hostname: <u>WTC19038</u>	Type: Application Make: ProLiant DL360-G3 Model: _____	<input type="checkbox"/> Default (All data) <sup>2</sup> <input checked="" type="checkbox"/> Specific (Listed) <sup>3</sup>
Directory Path(s): <u>/backup</u> For Server (1)		
<input checked="" type="checkbox"/> Server 2 OS: Linux Hostname: <u>LCP19064</u>	Type: Application Make: ProLiant DL360-G4 Model: _____	<input type="checkbox"/> Default (All data) <sup>2</sup> <input checked="" type="checkbox"/> Specific (Listed) <sup>3</sup>
Directory Path(s): <u>/backup</u> For Server (2)		
<input checked="" type="checkbox"/> Server 3 OS: Linux Hostname: <u>LCP19065</u>	Type: Application Make: ProLiant DL360-G4 Model: _____	<input type="checkbox"/> Default (All data) <sup>2</sup> <input checked="" type="checkbox"/> Specific (Listed) <sup>3</sup>
Directory Path(s): <u>/backup</u> For Server (3)		
<input checked="" type="checkbox"/> Server 4 OS: Linux Hostname: <u>LCP19066</u>	Type: Application Make: <u>ProLiant DL360-G4</u> Model: _____	<input type="checkbox"/> Default (All data) <sup>2</sup> <input type="checkbox"/> Specific (Listed) <sup>3</sup>
Directory Path(s): <u>/backup</u> For Server (4)		
<input checked="" type="checkbox"/> Server 5 OS: Windows Hostname: <u>WTRSCP19090</u>	Type: Application Make: <u>ProLiant DL360-G4</u> Model: _____	<input type="checkbox"/> Default (All data) <sup>2</sup> <input type="checkbox"/> Specific (Listed) <sup>3</sup>
Directory Path(s): <u>/backup</u> For Server (5)		

**\* More System Sheets Available in Section 6, Appendix A**

<sup>1</sup> Customer will be billed for any backup overages according to rate indicated above. Basic overage charges are based upon the largest full weekly backup per month above the contract package.

<sup>2</sup> All drives will be backed up from the start of the service, upon any addition of a hard drive you will need to inform your sales rep that you have backups and need to readjust your service plan.

<sup>3</sup> Database backups are not available for Disk Backup. Please consult product team for custom deals.

# MANAGED STORAGE SERVICES

## Section 6: Addition Forms

### Appendix A – Tape Backup / Basic Tape / Disk Backup

#### Additional Servers for Tape Backup Plans or Disk Backup Plans

Please list the servers, type of server, and directory paths to backed up. Preferred Tape may backup multiple servers.

The information you provide here will determine what files on your server are backed up. **If you choose 'Default', then all data on all drives (other than databases) will be backed up and all backed up data will count toward your monthly limit.** We suggest you choose specific directories where your data resides. Any changes to the default settings should be indicated here.

**NTTA is not responsible for any changes to the backup configuration made by the customer.**

When defining what files or directories are to be either included or excluded during backup, remember that if you add or remove directories, you will need to send in a change request to tech support within 24 hours, or the new files will not be added to your current backup

SERVER	SERVER TYPE	BACKUP PREFERENCE
<input checked="" type="checkbox"/> Server 6 OS: Windows Hostname: <u>WTRSCP19091</u>	Type: {Select} Make: <u>ProLiant DL360-G4</u> Model: _____	<input type="checkbox"/> Default (All data) <sup>2</sup> <input type="checkbox"/> Specific (Listed) <sup>3</sup>
Directory Path(s): <u>/backup</u> For Server (6) _____		
<input type="checkbox"/> Server 7 OS: {Select} Hostname: _____	Type: {Select} Make: _____ Model: _____	<input type="checkbox"/> Default (All data) <sup>2</sup> <input type="checkbox"/> Specific (Listed) <sup>3</sup>
Directory Path(s): _____ For Server (7) _____		
<input type="checkbox"/> Server 8 OS: {Select} Hostname: _____	Type: {Select} Make: _____ Model: _____	<input type="checkbox"/> Default (All data) <sup>2</sup> <input type="checkbox"/> Specific (Listed) <sup>3</sup>
Directory Path(s): _____ For Server (8) _____		
<input type="checkbox"/> Server 9 OS: {Select} Hostname: _____	Type: {Select} Make: _____ Model: _____	<input type="checkbox"/> Default (All data) <sup>2</sup> <input type="checkbox"/> Specific (Listed) <sup>3</sup>
Directory Path(s): _____ For Server (9) _____		
<input type="checkbox"/> Server 10 OS: {Select} Hostname: _____	Type: {Select} Make: _____ Model: _____	<input type="checkbox"/> Default (All data) <sup>2</sup> <input type="checkbox"/> Specific (Listed) <sup>3</sup>
Directory Path(s): _____ For Server (10) _____		

<sup>1</sup> Customer will be billed for any backup overages according to rate indicated above. Basic overage charges are based upon the largest full weekly backup per month above the contract package. Preferred overage charges are based upon total volume backed up per month above contract package. Remote overage charges are based upon the total amount of protected data per month above the contract package.

<sup>2</sup> All drives will be backed up from the start of the service, upon any addition of a hard drive you will need to inform your sales rep that you have backups and need to readjust your service plan.

<sup>3</sup> For Database Backups, NTTA assumes that the customer will have their own DBA, who will be authorized to make changes to the servers. Database backups are not available for Disk Backup. Please consult product team for custom deals.

## VERIO POWERPLATFORM™ HOSTING AGREEMENT

This PowerPlatform™ Hosting Agreement ("Agreement") is between the party signing below ("Customer") and Verio Inc. ("Verio") and governs the hosting, related internet connectivity and other services (collectively, the "Services") specified in the service order form executed by Customer in connection herewith and incorporated herein (as the same may be amended and supplemented from time to time by the parties hereto, the "Service Order"). This Agreement also incorporates all applicable addenda (if any) attached hereto, which contain supplemental terms and conditions specific to the Services specified thereon (each, a "Service Addendum").

1. Verio shall provide the Services as set forth herein and Customer shall pay the fees for the Services as specified on the Service Order. Payment is due 30 days after invoice date (the "Due Date"), with the first invoice to be sent on the date Verio first makes the Services available for use by Customer (the "Commencement Date"). Amounts unpaid after the Due Date shall accrue interest at the lesser of 1.5% per month and the maximum lawful rate ("Interest Rate"). If Customer disputes in good faith any invoiced amounts, Customer shall, on or prior to the applicable Due Date, (a) pay all undisputed amounts and (b) provide Verio with written notice of the details of the dispute, together with all supporting documentation. The parties shall work diligently and in good faith to resolve all such disputes. Disputed amounts found to be properly owed to Verio shall be paid promptly following resolution of the dispute, together with interest from the Due Date at the Interest Rate. Verio reserves the right to suspend or terminate Service to any account in default with respect to undisputed amounts, which suspension or termination (irrespective of its cause) shall not relieve Customer of its obligation to pay the monthly fees for the Services for the balance of the Initial Term (as defined below) or, if applicable, the renewal term then in effect, and any other fees set forth on the Service Order Form and any remaining purchase price with respect to any Equipment (as defined below) purchased at Customer's request or specifically to fulfill Customer's order (collectively, "Third Party Charges"). Stated fees exclude any taxes levied on the Equipment or Services provided hereunder, all of which shall be paid by Customer.
2. This Agreement shall be effective as to the parties hereto upon Customer's execution hereof (the "Effective Date") and shall continue to the Expiration Date (as defined below). Unless (i) earlier terminated in accordance with the terms hereof, (ii) otherwise renewed for a specific renewal term or (iii) either party has given the other party at least 30 days advance written notice of termination prior to the Expiration Date, this Agreement shall continue in effect on a month-to-month basis from the Expiration Date of the Initial Term at the same prices in effect during the Initial Term. "Expiration Date" means the last day of the service term for which any Services are ordered as per the applicable Service Order, with such service term (the "Initial Term") being measured for purposes of this definition from the Commencement Date (unless otherwise specified on the Service Order or any applicable Service Addendum), as extended by any renewal term. Any notice of termination shall be given to Verio in accordance with the procedures set forth at <http://www.verio.net/support/billing>.
3. As part of the Services, Verio provides servers, the associated operating system and other applicable software, as specified on the applicable Service Order, equipment used for internet connectivity and required space in an Verio data center (collectively, the "Equipment"). Verio acts solely as a provider or "reseller" of the Equipment it uses to provide the Services, which have been manufactured or otherwise provided by a third party. Customer's sole remedies for any malfunction or defect in the Equipment are the Service Level Agreements described in Section 12.
4. Verio will perform the initial configuration of the Equipment and such maintenance and support Services as are specified on the Service Order and any applicable Service Addendum. Customer shall supply (and shall cause its third-party suppliers to provide) Verio with such reasonable assistance as Verio requires to provide the Services. Customer is solely responsible for all other services not specified on the Service Order or applicable Service Addendum, which may include, without limitation, the management, administration and support of Customer's software and the software that is part of the Equipment once it is installed by Verio. In addition, Customer is solely responsible for backup of its software and data residing on the Equipment, except to the extent that it has purchased such Services from Verio.
5. Verio shall have no obligation to provide support and no liability for any interruption or deficiency in the Services resulting from (a) tampering or alteration of the Equipment by persons authorized, or in a manner not explicitly required, by Verio; or (b) the function or malfunction of hardware or software not supplied by Verio. Customer shall promptly report all alterations to Equipment or software initiated or implemented by persons not explicitly required by Verio and shall promptly implement any corrective procedures required by Verio. Verio exercises no control over, and specifically rejects any responsibility for, the content, accuracy or quality of information passing or obtained through or resident on the Equipment. Use of any information obtained via the Equipment is strictly at Customer's own risk.

6. Customer and those using the Services through Customer shall at all times comply with the then-current version of Verio's Acceptable Use Policy specified at [www.verio.com](http://www.verio.com) ("AUP"), which is incorporated into and made a part of this Agreement. Verio may amend the AUP from time to time, which amendments shall be effective upon their posting at such website. Verio may take any of the preventative or corrective actions specified in the AUP, up to and including suspension of the Services or termination of the Agreement, which suspension or termination shall not relieve Customer of its payment obligations (including for Third Party Charges) for the balance of the term. Verio will, to the extent it determines (in its sole discretion) that such actions are practicable and legally permissible, attempt to notify Customer prior to taking any allowed preventative or corrective action. Customer acknowledges and agrees that Verio will provision the Services hereunder subject to its Privacy Policy, as amended from time to time, a copy of which is available at [www.verio.com](http://www.verio.com). Because Verio acts only as a conduit for transmission of data it is not subject to the Health Insurance Portability and Accountability Act (as per 65 FR 82476), or Gramm-Leach-Bliley Act (as per 16 C.F.R. §314.2(d)); Customer is solely responsible for complying with such statutes, rules and regulations.
7. Customer shall indemnify, defend and hold harmless Verio and its affiliates from and against any claims, causes of action, losses, damages, costs or expenses (collectively, "Claims") arising out of or relating to use by or through Customer of the Services in any way, including any breach of the AUP.
8. Verio reserves the right to monitor customer's bandwidth usage and to utilize technology to limit such usage to ordered amounts and/or to charge Customer for any excessive usage.
9. SUBJECT TO SECTION 12 BELOW, VERIO MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR EQUIPMENT; AND DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Verio shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or any other such occurrences. Either party may terminate this Agreement if the failure or delay of performance caused by such event of force majeure continues for a continuous period of 10 business days.
10. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, REVENUE, DATA OR USE OF SERVICES BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything to the contrary stated in this Agreement, Customer's sole remedies for any Claims relating to the Services are set forth in Section 12. In no event shall Verio's and its affiliates' aggregate, collective liability for any Claims (including negligence or otherwise), exceed the amount paid by Customer for the Services during the 12-months preceding the date the Claim occurred or arose.
11. Any Internet Protocol addresses ("IP Addresses") assigned to Customer by Verio in connection with the Services (i) shall be used only in connection with the Services and (ii) will require Verio to disclose certain Customer contact information to the applicable registry for Internet numbers in order for Verio to be in compliance with its agreements with such registry. If for any reason Customer discontinues use of the Services or this Agreement terminates, Customer's right to use the IP Addresses shall terminate. Verio may change the IP Addresses upon 30 days' written notice to Customer.
12. The Service Level Agreements ("SLAs") for the Services, which are incorporated into this Agreement and include commitments with respect to hardware Support and certain availability of the Services, are set forth at <http://www.verio.com/sla> and set forth Customer's sole and exclusive remedies for Claims relating to the Services.
13. Neither party may use the other's name, trademarks, trade names or other proprietary identifying symbols without the prior written consent of the other party, except that, unless otherwise specified on the Service Order Verio may use Customer's name on a list of sample customers for marketing purposes. Unless otherwise provided in this Agreement, neither party shall have any right, title, or interest in or to the Intellectual Property (as defined below) of the other party and may not use, copy, distribute, modify, decompile, disassemble or reverse engineer such Intellectual Property or grant any other person or entity the right to do so. "Intellectual Property" means any patent, copyright, trademark, service mark, trade secret or other intellectual or proprietary right of a party or its suppliers or licensors. For purposes of this Agreement, Intellectual Property of Customer includes its data and software resident on the Equipment.
14. Either party may assign this Agreement either to an affiliate or as part of a corporate reorganization, consolidation, merger or sale of assets; provided, however, that, in order for such assignment to be effective (i) the assigning party shall give written notice to the other party of such assignment and (ii) Verio shall confirm in

writing that Customer's assignee meets Verio's standard credit and other standard requirements for customers of the Services. Otherwise, neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed.

- 15. The validity, interpretation, enforceability and performance of this agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts or choice of laws. This Agreement may not be amended except upon (a) the written consent of Customer and an officer of Verio or (b) in the context of adding services or extending the term, the execution by Customer of the applicable Verio documentation.
- 16. This Agreement (including the Service Orders and any Service Addenda attached hereto) supersedes all previous and contemporaneous written and oral representations, understandings or agreements related to the subject matter hereof. The terms of this Agreement shall control inconsistencies between this Agreement, any Service Order or applicable Service Addenda (if any). The rights and obligations in this Agreement of the Parties which would by their nature or content be intended to survive the expiration or termination of this Agreement shall so survive. It is the explicit intention of the Parties that there are no third-party beneficiaries to this Agreement. No failure or delay on the part of either party to exercise, any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law. No determination by a court of competent jurisdiction that any term or provision of this Agreement is invalid or otherwise unenforceable shall operate to invalidate or render unenforceable any other term or provision of this Agreement and all remaining provisions shall be enforced in accordance with their terms.

THE UNDERSIGNED IS A DULY AUTHORIZED REPRESENTATIVE OF CUSTOMER WITH FULL LEGAL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT AS OF THE EFFECTIVE DATE:

Signature: Mary So Horace  
 Printed Name: Mary So Horace  
 Title: Director  
 Date Signed: 12/18/03

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_

**ADDENDUM TO VERIO POWERPLATFORM™ HOSTING AGREEMENT  
FOR MONITORING SERVICES**

This Addendum ("Addendum") supplements and forms a part of the PowerPlatform™ Hosting Agreement between Verio and Customer to which it is attached (the "Agreement"). Capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. The following supplemental terms and conditions govern the monitoring and management services (the "Monitoring Services") provided by Verio to Customer as part of the Services pursuant to the Agreement and the applicable Service Order.

1. Customer shall cooperate with Verio and any supplier to Verio (Verio and any such supplier, collectively, the "Supplier") as necessary to enable Supplier to provide the Monitoring Services. Customer's cooperation includes, without limitation, providing Supplier with access to Customer's premises, software, hardware, networks and other proprietary materials and property as necessary for the provision of Monitoring Services. Supplier shall have no liability or responsibility to Customer for any delays or failures in the provision of Monitoring Services arising out of Customer's failure to cooperate with Supplier as required by this Agreement.
2. Unless otherwise agreed in writing by Customer and Verio, Verio will be entitled to begin billing for the Monitoring Services on the date on which Verio first makes the Monitoring Services available for use by Customer.
3. Verio shall provide Customer with access to a web portal that shall permit Customer to monitor certain levels of performance of the Services as have been selected by Customer on the Service Order.
4. Customer shall be solely responsible for (a) maintaining all equipment used in connection with the Monitoring Services that is not provided by Supplier, including, without limitation, any hardware, software or applications that are monitored or managed by the Monitoring Services ("Customer Equipment"), and (b) for implementing patches and upgrades to software resident on Customer Equipment. Supplier shall have no liability for deficiencies in the Monitoring Services resulting from failure of Customer Equipment or Customer implemented patches and upgrades related thereto. Verio encourages Customer to notify Verio prior to implementing any such patches or upgrades as part of Customer's effort to avoid potential degradation of the Monitoring Services.

## VERIO INTERNET ACCESS AGREEMENT

This Internet Access Agreement ("Agreement") is between the party signing below ("Customer") and Verio Inc. ("Verio") and governs the Internet access and related services (collectively, the "Services") specified in the service order form executed by Customer in connection herewith and incorporated herein (as the same may be amended and supplemented from time to time by the parties hereto) (the "Service Order").

1. Verio shall provide the Services as set forth herein and Customer shall pay the fees for the Services as specified on the Service Order. Payment is due 30 days after invoice date (the "Due Date"), with the first invoice to be sent on the date on which a Verio hub and a functioning telephone circuit are prepared to route IP packets to Customer's site ("Commencement Date"). Amounts unpaid after the Due Date shall accrue interest at the lesser of 1.6% per month and the maximum lawful rate ("Interest Rate"). If Customer disputes in good faith any invoiced amounts, Customer shall, on or prior to the applicable Due Date, (i) pay all undisputed amounts and (ii) provide Verio with written notice of the details of the dispute, together with all supporting documentation. The parties shall work diligently and in good faith to resolve all such disputes. Disputed amounts found to be properly owed to Verio shall be paid promptly following resolution of the dispute, together with the interest from the Due Date at the Interest Rate. Verio reserves the right to suspend or terminate Service to any account in default with respect to undisputed amounts, which suspension or termination (irrespective of its cause) shall not relieve Customer of its obligation to pay the monthly fees for the Services for the balance of the Initial Term (as defined below) or, if applicable, the renewal term then in effect, and any other fees and any remaining purchase price with respect to any Equipment (as defined below), including recurring and one-time charges associated with local loops or other telecommunication services purchased at Customer's request or specifically to fulfill Customer's order (collectively, "Third Party Charges"). Stated fees exclude any taxes levied on the Equipment or Services provided hereunder, all of which shall be paid by Customer.
2. This Agreement shall be effective as to the parties hereto upon Customer's execution hereof (the "Effective Date") and shall continue to the Expiration Date (as defined below) (the "Term"). Unless (i) earlier terminated in accordance with the terms hereof, (ii) otherwise renewed for a specific renewal term or (iii) either party has given the other party at least 30 days advance written notice of termination prior to the Expiration Date, this Agreement shall continue in effect on a month-to-month basis from the Expiration Date of the Initial Term at the same prices in effect during the Initial Term. "Expiration Date" means the last day of the service term for which any Services are ordered as per the applicable Service Order, with such service term (the "Initial Term") being measured, for purposes of this definition from the Commencement Date (unless otherwise specified below in any applicable Supplemental Terms (as defined below)), as extended by any renewal term. Notwithstanding the foregoing, Customer may terminate this Agreement during the Initial Term by giving Verio at least 60 days advance written notice, but any such termination shall not relieve Customer of its payment obligations (including for Third Party Charges) for the balance of the Term. Any notice of termination shall be given to Verio in accordance with the procedures set forth at <http://www.verio.net/support/billing>.
3. In providing the Services, Verio may utilize hardware, software and local loops or other telecommunications services/fiber or other connectivity circuitry (collectively, "Equipment") that has been manufactured or otherwise provided by a third party. Customer's sole remedies for any malfunction or defect in the Equipment are set forth in Section 11. If Verio provides any Equipment directly to Customer for its use free of charge, within 10 business days following termination of this Agreement for any reason, Customer shall either (i) at Customer's expense, return all Equipment received by such Customer to Verio (at an address directed by Verio) by overnight courier with tracking, insurance and postage prepaid in the same condition as furnished to Customer, normal wear and tear excepted, or (ii) purchase the Equipment at the price specified in any applicable Supplemental Terms or, if no price is so specified, at a rate of 75% of its original retail value.
4. Verio exercises no control over, and specifically rejects any responsibility for, the content, accuracy or quality of information passing or obtained through Verio's host computers, network hubs and points of presence. Use of any information obtained via the Equipment is strictly at Customer's own risk.
5. Customer and those using the Services through Customer shall at all times comply with the then-current version of Verio's Acceptable Use Policy specified at [www.verio.com](http://www.verio.com) ("AUP"), which is incorporated into and made a part of this Agreement. Verio may amend the AUP from time to time, which amendments shall be effective upon their posting at such website. Verio may take any of the preventative or corrective actions specified in the AUP, up to and including suspension of the

Services or termination of the Agreement, which suspension or termination shall not relieve Customer of its payment obligations (including for Third Party Charges) for the balance of the term. Verio will, to the extent it determines (in its sole discretion) that such actions are practicable and legally permissible, attempt to notify Customer prior to taking any allowed preventative or corrective action. Customer acknowledges and agrees that Verio will provision the Services hereunder subject to its Privacy Policy, as amended from time to time, a copy of which is available at [www.verio.com](http://www.verio.com). Because Verio acts only as a conduit for transmission of data it is not subject to the Health Insurance Portability and Accountability Act (as per 65 FR 82476), or Gramm-Leach-Bliley Act (as per 16 C.F.R. §314.2(d)); Customer is solely responsible for complying with such statutes, rules and regulations.

6. Customer shall indemnify, defend and hold harmless Verio and its affiliates from and against any claims, causes of action, losses, damages, costs or expenses (collectively "Claims") arising out of or relating to use by or through Customer of Verio's host computers, network hubs and points of presence (collectively, the "Verio Network") or the Services in any way.
7. Verio reserves the right to monitor Customer's bandwidth usage and to utilize technology to limit such usage to ordered amounts and/or charge for any excessive usage. Verio further reserves the right, subject to the applicable SLAs (as defined below), to take such actions as it reasonably determines to be necessary to optimize its network infrastructure and/or performance. Verio will, where reasonably practicable, notify Customer in advance of any such activities that it anticipates will be service affecting.
8. SUBJECT TO SECTION 11 BELOW, VERIO MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR EQUIPMENT; AND DISCLAIMS ANY WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Verio shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or any other such occurrences. Customer may terminate this Agreement if any such failure or delay of performance caused by an event of force majeure continues for a continuous period of 10 business days.
9. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, REVENUE, DATA OR USE OF SERVICES BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything to the contrary stated in this Agreement, Customer's sole remedies for any Claims relating to the Services or the Verio Network are set forth in Section 11. In no event shall Verio's and its affiliates' aggregate, collective liability for any Claims (including negligence or otherwise) exceed the amount paid by Customer for the Services during the 12-month period prior to the date the Claim occurred or arose.
10. Internet Protocol addresses ("IP Addresses") assigned to Customer by Verio in connection with the Services (i) shall be used only in connection with the Services and (ii) will require Verio to disclose certain Customer contact information to the applicable registry for Internet numbers in order for Verio to be in compliance with its agreements with such registry. If for any reason Customer discontinues use of the Services or this Agreement terminates, Customer's right to use the IP Addresses shall terminate. Verio may change the IP Addresses upon 30 days' written notice to Customer.
11. The Service Level Agreements ("SLAs") for the Services, which are incorporated into this Agreement, are set forth at <http://www.verio.com/ela> and set forth Customer's sole and exclusive remedies for Claims relating to the Services.
12. Neither party may use the other's name, trademarks, trade names or other proprietary identifying symbols without the prior written consent of the other party, except that, unless otherwise specified in the Service Order Form, Verio may use Customer's name on a list of sample customers for marketing purposes.
13. Either party may assign this Agreement either to an affiliate or as part of a corporate reorganization, consolidation, merger or sale of assets; provided, however, that, in order for such assignment to be effective (i) the assigning party shall give written notice to the other party of such assignment and (ii) Verio must confirm in writing that Customer's assignee meets Verio's standard credit and other standard requirements for customers of the Services. Otherwise, neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed.

- 14. The validity, interpretation, enforceability and performance of this agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to regard to conflicts or choice of law. This Agreement may not be amended except upon (a) the written consent of Customer and an officer of Verio or (b) in the context of adding services or extending the Term, the execution by Customer of the applicable Verio documentation.
- 15. This Agreement (including the Service Orders) supersedes all previous and contemporaneous written and oral representations, understandings or agreements related to the subject matter hereof. The terms of this Agreement shall control inconsistencies between this Agreement and any Service Order. The rights and obligations in this Agreement of the Parties which would by their nature or content be intended to survive the expiration or termination of this Agreement shall so survive. It is the explicit intention of the Parties that there are no third-party beneficiaries to this Agreement. No failure or delay on the part of either party to exercise any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law. No determination by a court of competent jurisdiction that any term or provision of this Agreement is invalid or otherwise unenforceable shall operate to invalidate or render unenforceable any other term or provision of this Agreement and all remaining provisions shall be enforced in accordance with their terms.
- 16. This Section contains additional terms and conditions (the "Supplemental Terms") that, together with the foregoing provisions of this Agreement, govern Customer's purchase and use of the various additional related Services, if any, that have been ordered by Customer on the applicable Service Order. This Section is intentionally left blank if Customer has not purchased any such related Services from Verio pursuant to the applicable Service Order.

THE UNDERSIGNED IS A DULY AUTHORIZED REPRESENTATIVE OF CUSTOMER WITH FULL LEGAL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT AS OF THE EFFECTIVE DATE:

Signature: <u>Mary Jo Horace</u>	Company Name: <u>Cook County Government</u>
Printed Name: <u>Mary Jo Horace</u>	Address: _____
Title: <u>Director</u>	_____
Date Signed: <u>12/2/03</u>	Telephone: _____ Fax: _____

NTTA  
An NTT Communications Company

Service Order  
Ciber, Milan

(if assigned) Arbor #  
Contract Sent: 11/28/2006

<input checked="" type="checkbox"/> NEW CUSTOMER		EXISTING CUSTOMER?				
		<input type="checkbox"/> UPGRADE	<input type="checkbox"/> ADD-ON	<input type="checkbox"/> DOWNGRADE	<input type="checkbox"/> RELOC	<input type="checkbox"/> RENEWAL
SERVICES ORDERED (see Attachments for detail)						
<input type="checkbox"/> RAPID ROLLOUT	<input checked="" type="checkbox"/> MODULAR	<input type="checkbox"/> HA HOSTING	<input type="checkbox"/> COLOCATION	<input type="checkbox"/> MGD SERVICES	<input type="checkbox"/> OTHER	
Attachments						
<input type="checkbox"/> Access	<input type="checkbox"/> Colocation	<input type="checkbox"/> CPE VPN	<input type="checkbox"/> IP VPN	<input checked="" type="checkbox"/> EMS	<input checked="" type="checkbox"/> Intellisecurity	<input checked="" type="checkbox"/> LoadBalancing
<input checked="" type="checkbox"/> Mgd Storage	<input type="checkbox"/> Secure Entrance	<input checked="" type="checkbox"/> Server Config.	<input type="checkbox"/> Smart Content	<input type="checkbox"/> Support Solution		
<input type="checkbox"/> IP Justification	<input type="checkbox"/> BGP Request	<input type="checkbox"/> TPM	<input type="checkbox"/> MAS	<input type="checkbox"/> Other		
PAYMENT INFORMATION (please select from options below)						
#1 <input checked="" type="checkbox"/> CHECK						
#2 <input type="checkbox"/> PERSONAL/CORPORATE CREDIT CARD?						
Card Holder Name		Credit card type?		<input type="checkbox"/> VISA	<input type="checkbox"/> Master Card	<input type="checkbox"/> Am EX
#3 <input type="checkbox"/> EFT?		Bank Name & Address		Credit Card #		Exp. Date
Account #		Bank Routing #				
INVOICE METHOD		<input type="checkbox"/> EMAIL	<input checked="" type="checkbox"/> USPS	TAX STATUS?		Non-Exempt
				TAX ID # (IF EXEMPT)		
COMPANY CONTACT INFORMATION						
COMPANY NAME	Ciber		ARBOR #	SIEBEL # 7482		
CONTACT NAME	Fritz Terry		ADDRESS	1010 Battery St		
EMAIL	Terry@ciber.com		CITY	San Francisco		STATE CA
PHONE	415-875-1800		ZIP CODE	94111		COUNTRY USA
MOBILE/PAGER	281-794-7018		FAX	415-875-1801		
CUSTOMER BILLING CONTACT INFORMATION						
BILLING CONTACT	same Rachel Tan		ADDRESS	1010 Battery St		
EMAIL	RTan@ciber.com		CITY	San Francisco		STATE CA
PHONE	415-875-1878		ZIP CODE	94111		COUNTRY USA
MOBILE/PAGER			FAX	415-875-1801		
CUSTOMER INSTALL LOCATION (Data Center if applicable)						
TECH CONTACT	same Fritz Terry		ADDRESS	22451 Shaw Rd.		
EMAIL	TFerry@ciber.com		CITY	Sterling		
PHONE	415-875-1800		ZIP CODE	20166		STATE VA
MOBILE/PAGER	281-794-7018		COUNTRY	USA		
FAX	415-875-1801		Do you have multiple new install locations? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO How many?			
SERVICE TERM & TOTAL CHARGES (PRODUCTS & SERVICES, EQUIPMENT, TELCO, etc.)						
TERM COMMITMENT	12 Month		BILLING FREQUENCY		Monthly	
TOTAL ONE TIME INSTALLATION / SETUP / EQUIPMENT CHARGES						
TOTAL MONTHLY RECURRING CHARGES			\$0			
			\$7,482			
NTTA CONTACT INFORMATION						
SALES REP	Tony Messerges		BRANCH	Chicago - IL		EMAIL t.messerges@ntta.co
Sales Engineer	Ryan Ribary		Branch	Portland - OR		PHONE # 312-752-0400
Please review & sign the attached additional pages of the Service Order Form and the attached appropriate contract(s).			Email	rribary@verio.net		
The Service Order is not effective until the appropriate contract(s) has been signed by Customer and accepted by NTTA as provided in the contract(s). In the event of a conflict between the Service Order & the contract(s), the contract(s) shall govern.			Phone #	503-998-2177		
Please fax signed document(s) to NTTA at the following fax number:			865-381-7338			
CUSTOMER SIGNATURE		<i>Domini Baldi</i>		DATE		12/6/2006
		<i>obo Ed Burma</i>				

**Service Order**

**for Ciber**

**NTTA**  
**An NTT Communications Company**

(if assigned) Arbor #  
Contract Sent: 11/28/2006

SERVER CONFIGURATION								
Hosting Platform	HP Proliant	OTHER?		SUPPORT PKG1	Essential			
Total # of Servers	6	Facility	Sterling	Add'l Network Equipment	yes			
Server # 1	ID/Name	Server 1	Replacement Server ID		Setup	MRR		
Server Plan Package:	HP DL380 G5				\$0	\$450		
(Server Charges include "Standard" Configurations)								
FEATURES	#	STANDARD	#	REMOVE	#	ADD-ON	TOTAL FEATURES	Add-ons/Upgrades
CPU (Processor)	1	2.33GHz Xeon/DC			1	2.33GHz Xeon/DC	(2) 2.33GHz Xeon/DC	\$0 \$51
Hard drive(s)	2	36 GB			3	36 GB	(5) 36 GB	\$0 \$59
RAM	1	2 GB			1	2GB	(1) 2 GB - (1) 2GB	\$0 \$37
RAID Configuration		RAID 1					Raid 5, 1 hot spare	
IPs	2						2	\$0 \$0
Network Connection	10 Mbps		1	10 Mbps		100 Mbps	100 Mbps	\$0 \$25
Bandwidth Allotment	150 GB per month						150 GB per month	\$0 \$0
Web Server		IIS					IIS	
Software					1	(1) Win 2003 Ent 2 CPU (Unauth) 32 bit		\$0 \$50
Other Services 1						BackLink (PER SERVER)	BackLink (PER SERVER)	25
Other Services 2						HA Row	HA Row	25
<b>TOTAL SETUP &amp; MONTHLY CHARGES (Server Plan Package Charge including Add-On's)</b>								\$0 \$722
Server # 2	ID/Name	Server 2	Replacement Server ID		Setup	MRR		
Server Plan Package:	HP DL380 G5				\$0	\$450		
(Server Charges include "Standard" Configurations)								
FEATURES	#	STANDARD	#	REMOVE	#	ADD-ON	TOTAL FEATURES	Add-ons/Upgrades
CPU (Processor)	1	2.33GHz Xeon/DC			1	2.33GHz Xeon/DC	(2) 2.33GHz Xeon/DC	\$0 \$51
Hard drive(s)	2	36 GB			3	36 GB	(5) 36 GB	\$0 \$59
RAM	1	2 GB			1	2GB	(1) 2 GB - (1) 2GB	\$0 \$37
RAID Configuration		RAID 1					Raid 5, 1 hot spare	
IPs	2						2	\$0 \$0
Network Connection	10 Mbps		1	10 Mbps		100 Mbps	100 Mbps	\$0 \$25
Bandwidth Allotment	150 GB per month						150 GB per month	\$0 \$0
Web Server		IIS					IIS	
Software					1	(1) Win 2003 Ent 2 CPU (Unauth) 32 bit		\$0 \$50
Other Services 1						BackLink (PER SERVER)	BackLink (PER SERVER)	25
Other Services 2						HA Row	HA Row	25
<b>TOTAL SETUP &amp; MONTHLY CHARGES (Server Plan Package Charge including Add-On's)</b>								\$0 \$722

**Service Order**

for **Ciber**

(if assigned) Arbor #

Contract Sent: 11/28/2006

**NTTA**  
**An NTT Communications Company**

<b>Server #</b>	<b>3</b>	<b>ID/Name</b>	Server 3	<b>Replacement Server ID</b>		<b>Setup</b>	<b>MRR</b>
<b>Server Plan Package:</b>	HP DL380 G5					\$0	\$450
(Server Charges include "Standard" Configurations)							
<b>FEATURES</b>	<b>#</b>	<b>STANDARD</b>	<b>#</b>	<b>REMOVE</b>	<b>#</b>	<b>ADD-ON</b>	<b>TOTAL FEATURES</b>
<i>Add-ons/Upgrades</i>							
CPU (Processor)	1	2.33GHz Xeon/DC			1	2.33GHz Xeon/DC	(2) 2.33GHz Xeon/DC
Hard drive(s)	2	36 GB			3	36 GB	(5) 36 GB
RAM	1	2 GB			1	2GB	(1) 2 GB - (1) 2GB
RAID Configuration		RAID 1					Raid 5, 1 hot spare
IPs	2						2
Network Connection	10 Mbps		10 Mbps		100 Mbps		100 Mbps
Bandwidth Allotment	150 GB per month						150 GB per month
Web Server	115						115
Software					1		(1) Win 2003 Ent 2 CPU (Unauth) 32 bit
Other Services 1							BackLink (PER SERVER)
Other Services 2							HA Row
<b>TOTAL SETUP &amp; MONTHLY CHARGES (Server Plan Package Charge including Add-On's)</b>						\$0	\$722

<b>Server #</b>	<b>4</b>	<b>ID/Name</b>	Server 4	<b>Replacement Server ID</b>		<b>Setup</b>	<b>MRR</b>
<b>Server Plan Package:</b>	HP DL380 G5					\$0	\$450
(Server Charges include "Standard" Configurations)							
<b>FEATURES</b>	<b>#</b>	<b>STANDARD</b>	<b>#</b>	<b>REMOVE</b>	<b>#</b>	<b>ADD-ON</b>	<b>TOTAL FEATURES</b>
<i>Add-ons/Upgrades</i>							
CPU (Processor)	1	2.33GHz Xeon/DC			1	2.33GHz Xeon/DC	(2) 2.33GHz Xeon/DC
Hard drive(s)	2	36 GB	2	36 GB	3	146 GB	(5) 146 GB
RAM	1	2 GB			1	2GB	(1) 2 GB - (1) 2GB
RAID Configuration		RAID 1					Raid 5, 1 hot spare
IPs	2						2
Network Connection	10 Mbps		10 Mbps		100 Mbps		100 Mbps
Bandwidth Allotment	150 GB per month						150 GB per month
Web Server	115						115
Software					1		(1) Win 2003 Ent 2 CPU (Unauth) 32 bit
Other Services 1							BackLink (PER SERVER)
Other Services 2							HA Row
<b>TOTAL SETUP &amp; MONTHLY CHARGES (Server Plan Package Charge including Add-On's)</b>						\$0	\$791

**TOTAL SERVER CHARGES** **\$0** **\$2,957**

Special Instructions: Please build in Full HA Row.

1>Note: If customer chooses to upgrade their Support Solution to "enhanced" or "Enterprise", the Support Solution Order Form must be completed with Base Charges & Per Server Costs. These costs should be excluded from this Service Order Form

Service Order

for Ciber

(if assigned) Arbor #

Contract Sent: 11/28/2006

**NTTA**  
**An NTT Communications Company**

**NTTA POWERPLATFORM HOSTING<sup>TM</sup> AGREEMENT**

This PowerPlatform<sup>TM</sup> Hosting Agreement is between the party (Customer) signing below and NTTA Inc. and governs the hosting, related internet connectivity and other services (collectively, the Services) specified in the service order form executed by Customer in connection herewith and incorporated herein (as the same may be amended and supplemented from time to time by the parties hereto, the Service Order).

1. NTTA shall provide the Services as set forth herein and Customer shall pay the fees for the Services as specified on the Service Order. Payment is due 30 days after invoice date (the Due Date), with the first invoice to be sent on the date NTTA first makes the Services available for use by Customer (the Commencement Date). Amounts unpaid after the Due Date shall accrue interest at the lesser of 1.5% per month and the maximum lawful rate (Interest Rate). If Customer disputes in good faith any invoiced amounts, Customer shall, on or prior to the applicable Due Date, (a) pay all undisputed amounts and (b) provide NTTA with written notice of the details of the dispute, together with all supporting documentation. The parties shall work diligently and in good faith to resolve all such disputes. Disputed amounts found to be properly owed to NTTA shall be paid promptly following resolution of the dispute, together with interest from the Due Date at the Interest Rate. NTTA reserves the right to suspend or terminate Service to any account in default with respect to undisputed amounts, which suspension or termination (irrespective of its cause) shall not relieve Customer of its obligation to pay the monthly fees for the Services for the balance of the Initial Term (as defined below) or, if applicable, the renewal term then in effect, and any other fees set forth on the Service Order Form and any remaining purchase price with respect to any Equipment (as defined below) purchased at Customer's request or specifically to fulfill Customer's order (collectively, Third Party Charges). Stated fees exclude any taxes levied on the Equipment or Services provided hereunder, all of which shall be paid by Customer.

2. This Agreement shall be effective as to the parties hereto upon Customer's execution hereof (the Effective Date) and shall continue to the Expiration Date (as defined below). Unless (i) earlier terminated in accordance with the terms hereof, (ii) otherwise renewed for a specific renewal term or (iii) either party has given the other party at least 30 days advance written notice of termination prior to the Expiration Date, this Agreement shall continue in effect on a month-to-month basis from the Expiration Date of the Initial Term at the same prices in effect during the Initial Term. Expiration Date means the last day of the service term for which any Services are ordered as per the applicable Service Order, with such service term (the Initial Term) being measured for purposes of this definition from the Commencement Date (unless otherwise specified on the Service Order or any applicable Supplemental Terms (as defined below)), as extended by any renewal term. Any notice of termination shall be given to NTTA in accordance with the procedures set forth at <http://www.verio.com/support/billing>.

3. As part of the Services, NTTA provides servers, the associated operating system & other applicable software, as specified on the applicable Service Order, equipment used for Internet connectivity & required space in a NTTA data center (collectively, Equipment). NTTA acts solely as a provider or reseller of the Equipment it uses to provide the Services, which have been manufactured or otherwise provided by a third party. Customer's sole remedies for any malfunction or defect in the Equipment are the Service Level Agreements described in Section 12. If NTTA provides any Equipment directly to Customer for its use free of charge, within 10 business days following termination of this Agreement for any reason, Customer shall either (i) at Customer's expense, return all Equipment received by such Customer to NTTA (at an address directed by NTTA) by overnight courier with tracking, insurance & postage prepaid in the same condition as furnished to Customer, normal wear & tear excepted, or (ii) purchase the Equipment at the price specified in the applicable Supplemental Terms or, if no price is so specified, at a rate of 75% of its original retail value.

4. NTTA will perform the initial configuration of the Equipment and such maintenance and support Services as are specified on the Service Order and any applicable Supplemental Terms. Customer shall supply (and shall cause its third-party suppliers to provide) NTTA with such reasonable assistance as NTTA requires to provide the Services. Customer is solely responsible for all other services not specified on the Service Order or in any applicable Supplemental Terms, which may include, without limitation, the management, administration and support of Customer's software and the software that is part of the Equipment once it is installed by NTTA. In addition, Customer is solely responsible for backup of its software and data residing on the Equipment, except to the extent that it has purchased such Services from NTTA.

5. NTTA shall have no obligation to provide support and no liability for any interruption or deficiency in the Services resulting from (a) tampering or alteration of the Equipment by persons not authorized, or in a manner not explicitly required, by NTTA; or (b) the function or malfunction of hardware or software not supplied by NTTA. Customer shall promptly report all alterations to Equipment or software initiated or implemented by persons not explicitly

## Service Order

**NTTA**  
**An NTT Communications Company**

## for Ciber

(if assigned) Arbor #

Contract Sent: 11/28/2006

required or authorized by NTTA and shall promptly implement any corrective procedures required by NTTA.

NTTA exercises no control over, and specifically rejects any responsibility for, the content, accuracy or quality of information passing or obtained through or resident on the Equipment. Use of any information obtained via the Equipment is strictly at Customer's own risk.

6. Customer and those using the Services through Customer shall at all times comply with the then-current version of NTTA's Acceptable Use Policy specified at [http://www.nttamerica.com/legal/internet/acceptable\\_policy.html](http://www.nttamerica.com/legal/internet/acceptable_policy.html) (AUP), which is incorporated into and made a part of this Agreement.

NTTA may amend the AUP from time to time, which amendments shall be effective upon their posting at such website. NTTA may take any of the preventative or corrective actions specified in the AUP, up to and including suspension of the Services or termination of the Agreement, which suspension or termination shall not relieve Customer of its payment obligations (including for Third Party Charges) for the balance of the term. NTTA will, to the extent it determines (in its sole discretion) that such actions are practicable and legally permissible, attempt to notify Customer prior to taking any allowed preventative or corrective action. Customer acknowledges and agrees that NTTA will provision the Services hereunder subject to its Privacy Policy, as amended from time to time, a copy at <http://verio.com/about/legal/privacy/>. Because NTTA acts only as a conduit for transmission of data it is not subject to the Health Insurance Portability and Accountability Act (as per 65 FR 82476), or Gramm-Leach-Bliley Act (as per 16 C.F.R. §314.2(d)); Customer is solely responsible for complying with such statutes, rules and regulations.

7. Customer shall indemnify, defend and hold harmless NTTA and its affiliates from and against any claims, causes of action, losses, damages, costs or expenses (collectively, Claims) arising out of or relating to use by or through Customer of NTTA's host computers, network hubs and points of presence (collectively, the NTTA Network) or the Services in any way, including any breach of the AUP.

8. NTTA reserves the right to monitor customer's bandwidth usage and to utilize technology to limit such usage to ordered amounts and/or to charge Customer for any excessive usage.

9. THE REMEDIES AND WARRANTIES IN THIS AGREEMENT ARE EXCLUSIVE AND REPLACE ALL OTHER REMEDIES AND WARRANTIES, EXPRESS OR IMPLIED. SUBJECT TO ANY APPLICABLE SERVICE LEVEL AGREEMENTS AS REFERENCED IN SECTION 12, NTTA MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR EQUIPMENT; AND DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. NTTA shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or any other such occurrences. Either party may terminate this Agreement if the failure or delay of performance caused by such event of force majeure continues for a continuous period of 10 business days.

10. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, REVENUE, DATA OR USE OF SERVICES BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything to the contrary stated in this Agreement, Customer's sole remedies for any Claims relating to the Services are set forth in Section 12. In no event shall NTTA's and its affiliates' aggregate, collective liability for any Claims (including negligence or otherwise), exceed the amount paid by Customer for the Services during the 12-months preceding the date the Claim occurred or arose.

11. Any Internet Protocol addresses (IP Addresses) assigned to Customer by NTTA in connection with the Services (i) shall be used only in connection with the Services and (ii) will require NTTA to disclose certain Customer contact information to the applicable registry for Internet numbers in order for NTTA to be in compliance with its agreements with such registry. If for any reason Customer discontinues use of the Services or this Agreement terminates, Customer's right to use the IP Addresses shall terminate. NTTA may change the IP Addresses upon 30 days' written notice to Customer.

12. The Service Level Agreements ("SLAs") for the Services, which are incorporated into this Agreement and include commitments with respect to hardware Support and certain availability of the Services, are set forth at <http://powerportal.verio.com>, which are incorporated into this Agreement by this reference, and set forth Customer's sole and exclusive remedies for Claims relating to the Services.

13. Neither party may use the other's or its suppliers' name, trademarks, trade names or other proprietary identifying

## Service Order

**NTTA**  
**An NTT Communications Company**

for Ciber

(if assigned) Arbor #

Contract Sent: 11/28/2006

symbols without the prior written consent of the other party, except that, unless otherwise specified on the Service Order NTTA may use Customer's name on a list of sample customers for marketing purposes. Unless otherwise provided in this Agreement, neither party shall have any right, title, or interest in or to the Intellectual Property (as defined below) of the other party and may not use, copy, distribute, modify, decompile, disassemble or reverse engineer such Intellectual Property or grant any other person or entity the right to do so. "Intellectual Property" means any patent, copyright, trademark, service mark, trade secret or other intellectual or proprietary right of a party or its suppliers or licensors. For purposes of this Agreement, Intellectual Property of Customer includes its data and software resident on the Equipment.

14. Either party may assign this Agreement either to an affiliate or as part of a corporate reorganization, consolidation, merger or sale of assets; provided, however, that, in order for such assignment to be effective (i) the assigning party shall give written notice to the other party of such assignment and (ii) NTTA shall confirm in writing that Customer's assignee meets NTTA's standard credit and other standard requirements for customers of the Services. Otherwise, neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed.

15. The validity, interpretation, enforceability and performance of this agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts or choice of laws. This Agreement may not be amended except upon (a) the written consent of Customer and an officer of NTTA or (b) in the context of adding services or extending the term, the execution by Customer of the applicable NTTA documentation.

16. This Agreement supersedes all previous and contemporaneous written and oral representations, understandings or agreements related to the subject matter hereof. The terms of this Agreement shall control inconsistencies between this Agreement and any Service Order. The rights and obligations in this Agreement of the Parties which would by their nature or content be intended to survive the expiration or termination of this Agreement shall so survive. It is the explicit intention of the Parties that there are no third-party beneficiaries to this Agreement. No failure or delay on the part of either party to exercise, any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law. No determination by a court of competent jurisdiction that any term or provision of this Agreement is invalid or otherwise unenforceable shall operate to invalidate or render unenforceable any other term or provision of this Agreement and all remaining provisions shall be enforced in accordance with their terms.

Replacement Policy - In the event a new server replaces an existing server, the customer will be billed for the new server Fifteen (15) days after the release date to allow time for data migration. It is the customer's responsibility to cancel the old server.

Cancellation Policy - The cancellation of services must be requested at <http://www.verio.com/support/billing>. cancellation form must be submitted and Customer Account Services will contact the customer to begin the cancellation process.

THE UNDERSIGNED IS A DULY AUTHORIZED REPRESENTATIVE OF CUSTOMER WITH FULL LEGAL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT AS OF THE EFFECTIVE DATE:

Signature: *Dennis L. Bald* 080 *Ed Barris*

Date: *12/06/2006*

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**NTTA**  
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STORAGE / BACKUP - MANAGED SERVICES		
<b>Storage Ordered</b>	Storage Product/Service #1	Remote Disk Backup 100 GB
	Storage Product/Service #2	
	Storage Product/Service #3	
	Storage Product/Service #4	
	Storage Product/Service #5	
	Storage Product/Service #6	
	Storage Product/Service #7	
	Storage Product/Service #8	
	Storage Product/Service #9	
	Storage Product/Service #10	
	<b>STARTUP COST</b>	<b>\$0</b>
	<b>MONTHLY COST</b>	<b>\$1,100</b>

## Service Order

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**MANAGED STORAGE SERVICES - Terms and Conditions**

The following Supplemental Terms govern the managed storage Services (the Managed Storage Services) provided by NTTA to Customer as part of the Services pursuant to this Agreement and the applicable Service Order.

A. Customer acknowledges that, although the Managed Storage Services serve as an important component of a comprehensive data security and disaster recovery system, the Managed Storage Services are not intended to constitute a comprehensive data recovery and restoration system. Unless otherwise agreed in writing by Customer and NTTA, NTTA will be entitled to begin billing for the Managed Storage Services on the date on which NTTA first makes the Managed Storage Services available for use by Customer.

Customer's designated equipment (the Equipment) to NTTA's storage infrastructure. NTTA will back up the Files within a predetermined eight-hour window during each seven-day period (the Backup Period). NTTA's standard plan is to provide one full backup that stores the complete Files to tape, and then six incremental backups that store transaction logs to tape during each Backup Period.

C. Files and transaction logs stored on tape (Stored Files) will be retained for twenty-eight days, after which, NTTA may, at its option, destroy the Stored Files. Unless otherwise specified by NTTA, Stored Files will be retained on NTTA's business premises. At Customer's election, the Stored Files will be retained at a facility of NTTA's choice outside of the NTTA's business premises for the fees specified on the Service Order Form.

D. Restoration of Stored Files retained on NTTA's business premises to Customer's Equipment will begin within thirty (30) minutes of Customer's request.

E. Customer agrees that NTTA will not be in breach of this Agreement if its failure to provide the Managed Storage Services is caused by scheduled down-time for backup and restore utility maintenance, network and utility outages, and other force majeure events set forth in this Agreement.

F. Customer expressly grants NTTA and NTTA's third party service providers, for the purpose of providing the data backup and restoration services, the right to access the Customer Equipment and the right to reproduce the Files.

THE UNDERSIGNED IS A DULY AUTHORIZED REPRESENTATIVE OF CUSTOMER WITH FULL LEGAL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT AS OF THE EFFECTIVE DATE:

Signature :

*Demetrius Gold* OBO Ed Burns

Date:

*12/06/2006*

**Service Order**

**NTTA**  
**An NTT Communications Company**

**for Ciber**

(If assigned) Arbor #

Contract Sent: 11/28/2006

SECURITY - MANAGED SERVICES		
<b>Services Ordered</b>	Security Product/Service #1	Check Point II HA - Nokia 300 series (25 IP's)
	Security Product/Service #2	
	Security Product/Service #3	
	Security Product/Service #4	
	Security Product/Service #5	
	Security Product/Service #6	
	Security Product/Service #7	
	Security Product/Service #8	
	Security Product/Service #9	
	Security Product/Service #10	
	Additional Options (IPs, Etc)	
	<b>STARTUP COST</b>	<b>\$0</b>
	<b>MONTHLY COST</b>	<b>\$1,806</b>

One PIQ is required per firewall. All orders must complete Section 1 through 3 as well as other indicated sections **prior to submission for order processing.**

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**NTTA**  
**An NTT Communications Company****INTELLISECURITY - Terms and Conditions**

**The following Supplemental Terms govern the IntelliSecurity Services and related products (collectively the IS Services) provided by NTTA to Customer as part of the Services pursuant to this Agreement and the applicable Service Order.**

A. Customer acknowledges that, although the IS Services serve as an important component of a comprehensive data security system, the IS Services neither guarantee network security nor prevent security incidents. IS Services and related Software, Appliances and Hardware (each as defined below) are not warranted to operate uninterrupted or error free. New security threats are constantly evolving and no product or service designed to provide protection from such threats will be able to insulate network resources from all security threats and vulnerabilities, and is no guarantee against unsolicited e-mails and undesirable Internet content. Products and services are not fault tolerant and are not designed or intended for use in hazardous environments requiring fail-safe operation, including without limitation aircraft navigation, air traffic control systems, weapon systems, life-support systems, nuclear facilities, or any other applications in which product or service failure could lead to death, personal injury, or property damage. Customer acknowledges products or services for testing, assessing, scanning or monitoring the security of network resources, including implementation and deployment, may disclose or create problems in the operation of such resources; therefore, Customer and its employees and agents represent and warrant that (i) they are fully authorized by the Customer and the owners of the network resources to enter into this Agreement and each Service Order, (ii) they and the owners of such network resources understand and accept the risks involved which in some circumstances could include without limitation, down time, loss of connectivity or data, system crashes or performance degradation; and (iii) Customer will procure and use the products and services in accordance with all applicable laws and regulations.

B. Unless otherwise agreed in writing by Customer and NTTA, NTTA will be entitled to begin billing for the IS Services on the date on which NTTA first makes the IS Services available for use by Customer.

C. Customer shall submit with the Service Order for IS Services a fully completed IS Services Questionnaire (Questionnaire). NTTA shall use reasonable efforts to advise Customer within five (5) business days of receipt of the Service Order and Questionnaire whether it accepts or rejects the Service Order. NTTA's failure to respond within five (5) business days shall not be deemed acceptance of the Service Order. If NTTA accepts the Service Order for IS Services, Customer shall promptly notify NTTA of any changes to the information set forth in the Questionnaire. Such notification shall be provided in accordance with the procedures set forth in the Welcome Packet supplied to Customer upon commencement of the IS Services. Customer's failure to keep current any material information supplied in the Questionnaire shall relieve NTTA of its obligations in relation to the IS Services including, without limitation, any SLAs.

D. NTTA may change the security configuration or disconnect Customer from the Internet without notice upon the occurrence of security problems if NTTA is legally required or permitted to do so, or, if in NTTA's reasonable judgment, such change or disconnection is necessary in order to protect the NTTA Network or to protect Customer or other NTTA customers. Customer shall not hold NTTA liable for or in connection with any such change or disconnection. NTTA may, in its sole discretion, disconnect Customer from the Internet, discontinue any and all IS Services or terminate this Agreement in the event that Customer initiates any action that breaches the security of Customer's network. Customer shall not be entitled to a refund of any fees paid in advance prior to any such corrective action and NTTA shall have no liability to Customer for taking any such corrective action.

E. Services may be rendered at Customer's or Supplier's facilities or at other mutually agreed locations. Customer shall cooperate with NTTA and any supplier to NTTA (NTTA and any supplier, collectively, the Supplier) as necessary to enable Supplier to provide the IS Services. Customer's cooperation includes, without limitation, providing Supplier with access to Customer's premises, software, hardware, networks and other proprietary materials and property as necessary for the provision of IS Services. Supplier shall have no liability or responsibility to Customer for any delays or failures in the provision of IS Services arising out of Customer's failure to cooperate with Supplier as required by this Agreement.

F. Should a Service Order include security scanning, testing, assessment, forensics, or remediation Services (Security Services), Customer understands that Supplier may use various methods and software tools to probe network resources for security-related information and to detect actual or potential security flaws and vulnerabilities. Customer

## Service Order

**NTTA**  
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authorizes Supplier to perform such Security Services on network resources with the IP Addresses identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party to permit Supplier to provide the Security Services. Supplier shall perform Security Services during a timeframe mutually agreed upon with Customer.

G. NTTA shall make available to Customer through the IS Services control panel such reports as are associated with the firewall package ordered by Customer on the Service Order.

H. NTTA shall provide Customer access to a help desk available on such days and at such times as are associated with the firewall package or other IS Services ordered by Customer on the Service Order for purposes of Customer reporting any IS Service difficulties. The help desk will be accessible via a toll free number, as set forth in Customer's IS Services Welcome Packet.

I. Customer shall be entitled to the number of Policy Changes per month associated with the IS firewall package or other IS Services ordered on the Service Order. If Customer exceeds the permitted number of Policy Changes in any month, Customer shall pay the then-current NTTA rate for such excess Policy Changes. Policy Changes means a Customer request to alter the rule set or security policies that define what connectivity is allowed or denied through a managed device. A single Policy Change consists of one of the following: (a) up to fifteen (15) additions, deletions or changes to firewall rules; (b) a single addition, deletion or change to a firewall to terminated gateway-to-gateway tunnel; and (c) up to twenty (20) additions, deletions, or changes to remote user to firewall Virtual Private Network (VPN) tunnels. A Policy Change does not, however, include relocation of firewall devices, modifications to the network configuration around or into a firewall device or the integration of complementary products to the firewall. These types of requests should be referred to the designated NTTA sales representative for pricing and additional documentation.

J. Customer shall be solely responsible for (a) maintaining all equipment used in connection with the IS Services that is not provided by Supplier, including, without limitation, any security devices (Customer Equipment) and (b) for implementing patches and upgrades to software resident on Customer Equipment. Supplier shall have no liability for deficiencies in the IS Services resulting from failure of Customer Equipment or Customer implemented patches and upgrades related thereto. NTTA encourages Customer to notify NTTA prior to implementing any such patches or upgrades through the submission of a modified Questionnaire as part of Customer's effort to avoid potential degradation of the IS Services.

K. Customer shall provide Supplier with all reasonably requested assistance required to enable Supplier to provide the IS Services as specified in the applicable Service Order. Without limiting the foregoing, Customer shall (a) if Customer is receiving IS Services via Supplier-supplied equipment located at Customer's premises (CPE) or via a security device that is Customer Equipment (Customer Security Device), install, attach to the CPE or Customer Security Device, as applicable, and maintain in service on a continuous basis an analog line for out of band access to such equipment, (b) as applicable, install CPE in accordance with installation instructions supplied by Supplier or install and configure the Customer Security Device, provided that if, upon Customer's request, Supplier provides any on-site support in such context, Customer agrees to pay any standard rate charges billed by NTTA for such support, (c) promptly notify NTTA of any failure of the IS Services of which it becomes aware, including without limitation, the CPE or the Customer Security Device, as applicable, (d) provide remote hands assistance in connection with any required troubleshooting of CPE, (e) upon notice from NTTA that the CPE is defective and requires replacement, promptly disconnect and return the defective CPE to Supplier (at an address directed by Supplier) by overnight courier with tracking, insurance and postage prepaid and install replacement CPE shipped to Customer by Supplier in accordance with installation instructions provided by Supplier, and (f) within 5 business days following expiration or termination of this Agreement or the IS Services, return CPE to NTTA (at an address directed by NTTA) by overnight courier with tracking, insurance and postage prepaid in the same condition as furnished to Customer, normal wear and tear excepted. If such CPE is not returned, Customer shall pay to NTTA the greater of the original cost of the CPE or the replacement cost thereof. Supplier retains sole ownership of all CPE.

L. Software Products being supplied to Customer pursuant to this Agreement, if any, are listed in the applicable Service Order (Software) and consist of machine-readable instructions, the pertinent user documentation, and the periodic updates, error corrections, enhancements and new releases supplied to Customer. The term Software as used in this

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**An NTT Communications Company**

Agreement shall also be deemed to include security content which is licensed for use with the applicable Software on a subscription basis for a term. Software is owned by Supplier or its licensors and is protected by copyright laws and international treaty provisions. All Software is supplied by third-party suppliers to NTTA and shall be subject to the terms of the End User License Agreement (EULA) between Customer and the licensor of such Software that Customer will be required to execute prior to using such Software. Except as expressly provided in this Agreement, Customer's entire recourse for defects or faults in any Software shall be to the applicable Supplier pursuant to the EULA. NTTA DISCLAIMS ALL WARRANTIES FOR SOFTWARE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. To the extent permitted by the licensor of the applicable Software, NTTA will pass through any warranties obtained by NTTA from such licensor to Customer. NTTA's total liability for and with respect to Software is expressly limited to its obligations to provide maintenance services under any maintenance package purchased by Customer with respect to such Software and its obligations under this Paragraph L.

M. Security appliance products are listed in the applicable Service Order (Appliances) and consist of Software pre-installed on a single hardware device (Hardware). Hardware Products consist of the applicable device and pertinent user documentation. Customer will be granted a non-exclusive and nontransferable license pursuant to the applicable EULA to use such pre-installed Software only in conjunction with the Hardware with which it is originally supplied and only during the usable life of such Hardware. Such licensed Software may not be removed from the Hardware. All Appliances are supplied by third-party Suppliers to NTTA. Except as expressly provided in this Agreement, Customer's entire recourse for defects or faults in any Appliances shall be to the applicable Supplier pursuant to the EULA. NTTA DISCLAIMS ALL WARRANTIES FOR APPLIANCES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. To the extent permitted by the supplier of the applicable Appliance, NTTA will pass through any warranties obtained by NTTA from such Supplier to Customer. NTTA's total liability for and with respect to Appliances is expressly limited to its obligations to provide maintenance services under any maintenance package purchased by Customer with respect to such Appliances and its obligations under this Paragraph M.

N. Customer will not transfer, export, or re-export the Software, Appliances, Hardware or CPE, and any related technology, or any direct product of either except in full compliance with the export controls administered by the United States and other countries, and any applicable import and use restrictions. Customer agrees that it will not export or re-export such items to any person or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List or Entity List or such additional lists as may be issued by the U.S. Government or to Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, as the same may be revised from time to time, or for use with chemical or biological weapons, sensitive nuclear end-uses, or missiles. Customer represents and warrants that it is not located in, under control of, or a national or resident of any such country or on any such list. Many products and services include encryption and export outside of the United States or Canada is strictly controlled by U.S. laws and regulations. Export includes among other things an actual shipment, transfer or transmission of such items outside of the United States or Canada (including down-loading such items to a location outside of the United States or Canada or making such items available to persons outside of the United States or Canada via the Internet or other electronic means). Customer understands that the foregoing obligations are U.S. legal requirements and agrees that they shall survive any term or termination of this Agreement.

O. Except as expressly set forth herein, no rights or licenses are granted either directly or by implication by NTTA or its suppliers. NTTA and its suppliers own and retain all right, title and interest in and to: (i) all of the service marks, trademarks, trade names, logos, slogans or any other designations associated with the Products and Services; and (ii) all copyrights, patent rights, trade secret rights, intellectual property rights, and other proprietary rights relating to the Products and Services including without limitation rights in software, scripts, utilities, business processes and methodologies, tools, templates, reports, policy and plan formats, deliverables, designs, offerings, and pricing furnished by NTTA. Except as expressly set forth herein Products and Services may not be duplicated, modified, reproduced, or used for the benefit of a third party. Customer will not identify itself as the owner of, or register or apply for registration of any copyright, patent, trademark, service mark or other intellectual property right relating to the Products and Services.

**Service Order**

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(if assigned) Arbor #

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P. Use of third party product(s) supplied hereunder, if any, will be subject solely to the manufacturer's terms and conditions (including, without limitation, under any EULA) which will be provided to Customer upon delivery. NTTA will pass any third party product warranties through to Customer to the extent authorized.

Q. Pursuant to DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution of Products and Services by the U.S. Government (including prime contractors, and subcontractors at any tier, acting for or on behalf of the U.S. Government) is governed solely by the terms of this Agreement, and is prohibited except to the extent expressly set forth herein.

THE UNDERSIGNED IS A DULY AUTHORIZED REPRESENTATIVE OF CUSTOMER WITH FULL LEGAL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT AS OF THE EFFECTIVE DATE:

Signature : Demetrius Baldi 080 Ed Burns Date: 12/06/2006

LOAD BALANCING SERVICES				
Load Balancing Services	Service Offering	<input type="checkbox"/> Redundant Shared	<input type="checkbox"/> Single Dedicated	<input checked="" type="checkbox"/> Redundant Dedicated
	Number of Load Balanced Servers	6		
	100Mbps Connection	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
	STARTUP COSTS	\$0		
	MONTHLY COSTS	\$1,243		

**Total Number of Servers:**  
 New # 6  Existing # 0

**Total Number of Balanced Sites:**  
 STANDARD  +100MB UPLINKS  DEDICATED  FIREWALL

**Hosting Platform(s):**  WIN2003  LINUX  SOLARIS

**ServerID/Name:** Server 1  Load Balanced  NON-Load Balanced

**Role in group:**  WEBSERVER  DB  APP  OTHER

**Services:**  NONE  HTTP  HTTPS  OTHER

**ServerID/Name:** Server 2  Load Balanced  NON-Load Balanced

**Role in group:**  WEBSERVER  DB  APP  OTHER

**Services:**  NONE  HTTP  HTTPS  OTHER

**ServerID/Name:** Server 3  Load Balanced  NON-Load Balanced

**Role in group:**  WEBSERVER  DB  APP  OTHER

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**Services:**       NONE     HTTP     HTTPS     OTHER

**ServerID/Name:** Server 4                       Load Balanced                       NON-Load Balanced

**Role in group:**     WEBSERVER     DB             APP     OTHER

**Services:**       NONE     HTTP     HTTPS     OTHER

<b>Special Instructions:</b>	
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ENHANCED MONITORING SERVICES		
Solution Monitoring		
Content Monitoring	# of URLs Monitored	
	STARTUP COST	
	MONTHLY COST	

Server Monitoring			
Server 1	Type of Monitoring:	Health Monitoring (CPU,RAM,Disk,Swap,BW)	
	Additional	QTY:	PRODUCT:
	A La Carte Products & Services	QTY:	PRODUCT:
		QTY:	PRODUCT:
	STARTUP COST		0
	MONTHLY COST		94
Server 2	Type of Monitoring:	Health Monitoring (CPU,RAM,Disk,Swap,BW)	
	Additional	QTY:	PRODUCT:
	A La Carte Products & Services	QTY:	PRODUCT:
		QTY:	PRODUCT:
	STARTUP COST		0
	MONTHLY COST		94
Server 3	Type of Monitoring:	Health Monitoring (CPU,RAM,Disk,Swap,BW)	
	Additional	QTY:	PRODUCT:
	A La Carte Products & Services	QTY:	PRODUCT:
		QTY:	PRODUCT:
	STARTUP COST		0
	MONTHLY COST		94
Server 4	Type of Monitoring:	Health Monitoring (CPU,RAM,Disk,Swap,BW)	
	Additional	QTY:	PRODUCT:
	A La Carte Products & Services	QTY:	PRODUCT:
		QTY:	PRODUCT:
	STARTUP COST		0
	MONTHLY COST		94
<b>TOTAL Labor Fees For EMS (one-time installation and set-up fees)</b>		\$0	
<b>TOTAL Solution Monthly Recurring Fee</b>			<b>376</b>

All Monitoring (excluding Health Monitoring) (initial if purchased) EMS Monitoring configuration cannot occur prior to the release of servers by NTTA. It is the customer's responsibility to complete and fax the Pre-Install Questionnaire (EMS configurations) after the release of the servers to 703-642-0262. NTTA will then configure the EMS service(s) accordingly. Billing of the EMS service(s) will commence upon release of the servers to the customer.

System Health Monitoring (initial if purchased) Upon release of the EMS, the following settings will be configured for Health Monitoring. If you would like to make changes to these thresholds, please contact support once the solution is released.

Part	Interval	Rising Threshold (%)	Falling Threshold (%)
Physical Memory	60 Sec.	95	73
Virtual Memory	60 Sec.	51	51
System Load 1 Minute	60 Sec.	200	200

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System Load 5 Minutes	60 Sec.	150	150
System Load 15 Minutes	60 Sec.	100	100

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**An NTT Communications Company**

**MONITORING - Terms and Conditions**

The following Supplemental Terms govern the monitoring and management services (the Monitoring Services) provided by NTTA to Customer as part of the Services pursuant to this Agreement and the applicable Service Order.

A. Customer shall cooperate with NTTA and any supplier to NTTA (NTTA and any such supplier, collectively, the "Supplier") as necessary to enable Supplier to provide the Monitoring Services. Customer's cooperation includes, without limitation, providing Supplier with access to Customer's premises, software, hardware, networks and other proprietary materials and property as necessary for the provision of Monitoring Services. Supplier shall have no liability or responsibility to Customer for any delays or failures in the provision of Monitoring Services arising out of Customer's failure to cooperate with Supplier as required by this Agreement.

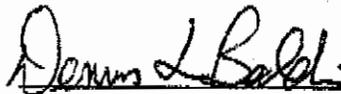
B. Unless otherwise agreed in writing by Customer and NTTA, NTTA will be entitled to begin billing for the Monitoring Services on the date on which NTTA first makes the Monitoring Services available for use by Customer.

C. NTTA shall provide Customer with access to a web portal that shall permit Customer to monitor certain levels of performance of the Services as have been selected by Customer on the Service Order.

D. Customer shall be solely responsible for (a) maintaining all equipment used in connection with the Monitoring Services that is not provided by Supplier, including, without limitation, any hardware, software or applications that are monitored or managed by the Monitoring Services ("Customer Equipment"), and (b) for implementing patches and upgrades to software resident on Customer Equipment. Supplier shall have no liability for deficiencies in the Monitoring Services resulting from failure of Customer Equipment or Customer implemented patches and upgrades related thereto. NTTA encourages Customer to notify NTTA prior to implementing any such patches or upgrades as part of Customer's effort to avoid potential degradation of the Monitoring Services.

THE UNDERSIGNED IS A DULY AUTHORIZED REPRESENTATIVE OF CUSTOMER WITH FULL LEGAL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT AS OF THE EFFECTIVE DATE:

Signature :

 ORSO Ed Barro

Date:

12/06/2006

**NTTA**  
**An NTT Communications Company**

**Service Order**  
**for Ciber**

(if assigned) Arbor #  
 Contract Sent: 11/28/2005

**INTELLISECURITY SERVICE - PRE-INSTALLATION QUESTIONNAIRE**

The information in this document will be used to configure and setup the NTTA Managed Security solution. One PIQ is required per Firewall. All orders must complete Sections 1 through Section 3 as well as all other indicated sections prior to submission for order processing.

**Section 1 - Product Selection**

Customer Name	Ciber	
One Time Installation Price	\$	-
Monthly Price	\$	1,806.00
Desired Install Date	12/14/2006	(MM/DD/YYYY)

**Firewall Packages**

If ordering a Firewall Package, please make a selection and complete Section 4 - Firewall Access Policy.  
 If ordering a Firewall that is not listed; provide Custom Order information at the end of this section.

<input type="checkbox"/> Netscreen I	<input type="checkbox"/> IntelliSecurity Protection Service 1 (M10)	<input type="checkbox"/> Checkpoint 1
<input type="checkbox"/> Netscreen II	<input type="checkbox"/> IntelliSecurity Protection Service 2 (M20)	<input type="checkbox"/> Checkpoint 2
	<input type="checkbox"/> IntelliSecurity Protection Service 3 (M30)	<input checked="" type="checkbox"/> Checkpoint 2 HA
		<input type="checkbox"/> Checkpoint 3
		<input type="checkbox"/> Checkpoint 3 HA
		<input type="checkbox"/> Checkpoint 4
		<input type="checkbox"/> Checkpoint 4 HA
		Add'l IP Licenses: <input type="text"/>
Note: Netscreen does NOT support DMZ.	Note: M10 supports DMZ, but additional charges will be applied.	Checkpoint defaults to a 25 IP license, unless otherwise specified above.

**VPN (Client-to-Site and/or Site-to-Site)**

Indicate below the total number of VPN connections at the time of release required (e.g. 1, 2, 3...10, etc...). Please complete Section 5 - VPN Configuration, regardless of the number of VPN connections. If this information is not available at this time, type in "TBD" in the space provided and do NOT complete Section 5 - VPN Configuration. Contact the NTTA Support team after the solution is released to order the VPN setup.

Total Number of VPN connections   
 Five VPN connections are automatically included in the price of all Managed FW Service Offerings (any combination of Client-to-Site and Site-to-Site). IntelliSecurity Protection Service 1 (M10) is limited to maximum five VPN connections of any combination. M-Series firewalls do not include VPN client software (see Service Description for client options).

**IntelliSecurity Protection Service - (Proventia G-Series)**

If you are ordering a G-Series device, please make selection below. You must complete Section 6 - IDS/IPS Config.

<input type="checkbox"/> G100	<input type="checkbox"/> G400 HA	<input type="checkbox"/> G2000 HA
<input type="checkbox"/> G400	<input type="checkbox"/> G2000	

**Section 1 - Product Selection (continued)**

Additional Key Fobs (Add'l Fob - \$250) - Each security device comes with two (2) SecureID Key Fobs except for Netscreen I and II, Check Point I and IntelliSecurity Protection Service 1 (M10) that come with only one (1) Key Fob. An additional  
 If this section is blank, no additional fobs will be ordered.

Total Number of Additional Key Fobs:  Qty  Extended Price

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Custom Order - If a custom Firewall package is ordered, describe the order requirements, such as special equipment requests, equipment models, special pricing, SKUs, etc...

**Section 2 - Site Location Information**

Data Center Install - If a service for one of our data centers is ordered, please select a data center from below and select where the solution will reside (Colocation or Enterprise space). Proceed to Section 3 - Authorized Security Contact Information when this section is complete.

Sterling, VA     
  San Jose, CA     
  Other, specify

Colocation     
  Enterprise Hosting

Customer Premise Install (CPE) - If a service at your site / premise (i.e. Customer Premise Install) is ordered, complete the remainder of this section. Unless stated, the customer is responsible for performing the actual on-site installation work (i.e. racking, cabling, etc... of equipment). If customer is not performing on-site installation, please confirm with the sales rep. that a Professional Services engagement for on-site installation has been arranged.

**Section 3 - Authorized Security Contact Information**

Note: Security Contacts will be authorized to request changes to IntelliSecurity service configurations. Each Customer's security contract will also be issued a SecureID Key Fob (token) to access the web portal for each security device deployed except Customers with Netscreen I or II, Checkpoint I or IntelliSecurity Protection Service 1 (M10) firewalls who will receive only one (1) Key Fob per device.

Contact Information	Primary Contact: Only one (1) contact is required for Netscreen I and II, Checkpoint 1 and Intellisecurity Protection Service 1 (M10)	Secondary Contact: Contact Information required for each additional Key Fob purchased or included with service offering
First Name / Last Name	Fritz Terry	Kathy Markham
Company / Title	CIBER Sr. Solutions Architect	Cook County Project Mgr.
Physical Address - No P.O.s	1010 Battery St.	69 West Washington
City, State, Zip	San Francisco CA 94111	Chicago IL
Office Phone	415-875-1800	312-603-0086
Pager or Cell	281-794-7018	312-961-5167
Fax	415-875-1801	312-603-9905
Email	Fterry@ciber.com	Kmarkham@cookcountygov.com
	Additional Contact (1)	Additional Contact (2)

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Contact Information	Additional Contact (1) Fill out ONLY if purchasing additional Key Fobs; additional Key Fobs can be purchased for \$250	Additional Contact (2) Fill out ONLY if purchasing additional Key Fobs; additional Key Fobs can be purchased for \$250
First Name / Last Name	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Company / Title	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Physical Address - No P.O.s	<input type="text"/>	
City, State, Zip	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
Office Phone	<input type="text"/>	
Pager or Cell	<input type="text"/>	
Fax	<input type="text"/>	
Email	<input type="text"/>	

**Section 4 – Firewall Access Policy**

**Hosted Servers**

- List the name of each server in the solution hosted in our datacenter (ex. Web01, Web02, App01, Mail01, Server1, Server2, etc...). These names must match the servers indicated on the Server Configuration order form.
- Always specify the server's location assignment (i.e. Protected Network or Other).  
 All servers will be placed in a protected network if the server's assignment is not specified.
- Remember that Netscreen firewalls do not support DMZ.
- IntelliSecurity Protection Service (M – Series) firewalls support DMZ, but for an additional charge.

Server Name	Protected Network?	If "No" Specify	Server ID (NTTA Internal Use ONLY)
<input type="text" value="server 1"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text" value="dmz"/>	Server ID <input type="text"/> Primary IP <input type="text"/> Virtual IPs <input type="text"/>
<input type="text" value="server 2"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text" value="dmz"/>	Server ID <input type="text"/> Primary IP <input type="text"/> Virtual IPs <input type="text"/>
<input type="text" value="server 3"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	Server ID <input type="text"/> Primary IP <input type="text"/> Virtual IPs <input type="text"/>
<input type="text" value="server 4"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	Server ID <input type="text"/> Primary IP <input type="text"/> Virtual IPs <input type="text"/>



**Section 4 – Firewall Access Policy (continued)**

**Ruleset**

- Enter Server Name(s), Network Name(s), Object Name(s) or Group Name(s) in the Source or Destination fields, as appropriate. Do not enter IP addresses.
- To allow inbound access from anywhere on the Internet to the hosted server(s), enter "Internet" as the Source and the server name(s) as the Destination. Similarly, to allow inbound access from the hosted server(s) to anywhere on the Internet, enter the server name(s) as the Source and "Internet" as the Destination.
- Remember that any Service not listed in the Services field will be automatically blocked.
- Select the following Services without specifying TCP, UDP or TCP/UDP and port numbers: HTTP, HTTPS, FTP, SMTP, Telnet, DNS, SSH, PING/ICMP, Real Audio, pcAnywhere, Term Server, LDAP, POP3, NTP
- For services not included in the above list (i.e. Custom Port), select UDP, TCP or TCP/UDP from the drop-down list and type in the exact port number. For example: TCP 143, TCP 3306, TCP/UDP 1433, etc... Do not type in text for a port number.
- Remember that if the customer requires remote admin access to the hosted server(s), the access policy must allow inbound remote admin service related traffic (ex. SSH or Terminal Server, depending on the OS). Similarly, to run Windows update or LINUX up2date, HTTP / HTTPS traffic must be allowed outbound from the server(s) through the FW to the Internet.

Source	Destination	Services				Action
any	web	<input checked="" type="checkbox"/> HTTP	<input type="checkbox"/> PING/ICMP	<input type="text"/>	Port# <input type="text"/>	Allow
		<input checked="" type="checkbox"/> HTTPS	<input type="checkbox"/> Real Audio	<input type="text"/>	Port# <input type="text"/>	
		<input type="checkbox"/> FTP	<input type="checkbox"/> pcAnywhere	<input type="text"/>	Port# <input type="text"/>	
		<input type="checkbox"/> SMTP	<input type="checkbox"/> TermServer	<input type="text"/>	Port# <input type="text"/>	
		<input type="checkbox"/> Telnet	<input type="checkbox"/> LDAP	<input type="text"/>	Port# <input type="text"/>	
		<input type="checkbox"/> DNS	<input type="checkbox"/> POP3	<input type="text"/>	Port# <input type="text"/>	
		<input type="checkbox"/> SSH	<input type="checkbox"/> NTP	<input type="text"/>	Port# <input type="text"/>	
allservers	any	<input checked="" type="checkbox"/> HTTP	<input type="checkbox"/> PING/ICMP	<input type="text"/>	Port# <input type="text"/>	Allow
		<input type="checkbox"/> HTTPS	<input type="checkbox"/> Real Audio	<input type="text"/>	Port# <input type="text"/>	
		<input type="checkbox"/> FTP	<input type="checkbox"/> pcAnywhere	<input type="text"/>	Port# <input type="text"/>	
		<input type="checkbox"/> SMTP	<input type="checkbox"/> TermServer	<input type="text"/>	Port# <input type="text"/>	
		<input type="checkbox"/> Telnet	<input type="checkbox"/> LDAP	<input type="text"/>	Port# <input type="text"/>	
		<input type="checkbox"/> DNS	<input type="checkbox"/> POP3	<input type="text"/>	Port# <input type="text"/>	
		<input type="checkbox"/> SSH	<input type="checkbox"/> NTP	<input type="text"/>	Port# <input type="text"/>	
vpn	allservers	<input checked="" type="checkbox"/> HTTP	<input checked="" type="checkbox"/> PING/ICMP	<input type="text"/>	Port# <input type="text"/>	Allow
		<input checked="" type="checkbox"/> HTTPS	<input type="checkbox"/> Real Audio	<input type="text"/>	Port# <input type="text"/>	
		<input checked="" type="checkbox"/> FTP	<input type="checkbox"/> pcAnywhere	<input type="text"/>	Port# <input type="text"/>	
		<input checked="" type="checkbox"/> SMTP	<input checked="" type="checkbox"/> TermServer	<input type="text"/>	Port# <input type="text"/>	
		<input type="checkbox"/> Telnet	<input type="checkbox"/> LDAP	<input type="text"/>	Port# <input type="text"/>	
		<input type="checkbox"/> DNS	<input type="checkbox"/> POP3	<input type="text"/>	Port# <input type="text"/>	



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Remote Gateway Platform - Manufacturer	<input type="text"/> Hardware <input type="text"/> Software
Remote Gateway Platform - OS Release Version	<input type="text"/>
Remote Gateway Platform - Security Software Version	<input type="text"/>
Remote Gateway Platform - External IP Address	<input type="text"/>
Subnet B IP Address (Remote Network Block for the VPN tunnel)	<input type="text"/>
Preshared Key (Minimum of 16 characters)	<input type="text"/>
IKE Phase I	<input type="checkbox"/> MD5 <input type="checkbox"/> SHA1
IKE Phase I Encryption	<input type="checkbox"/> 3DES <input type="checkbox"/> DES <input type="checkbox"/> AES (128bit) <input type="checkbox"/> AES (192bit) <input type="checkbox"/> AES 256bit
IKE Phase I Key Lifetime seconds	<input type="text"/>
IKE Phase I Key Lifetime Kbytes	<input type="text"/>
IKE Phase I Diffie-Hellman Group	<input type="checkbox"/> Group 1 <input type="checkbox"/> Group 2 <input type="checkbox"/> Group 3
IKE Phase II	<input type="checkbox"/> MD5 <input type="checkbox"/> SHA1
IKE Phase II Encryption	<input type="checkbox"/> 3DES <input type="checkbox"/> DES <input type="checkbox"/> AES (128bit) <input type="checkbox"/> AES (192bit) <input type="checkbox"/> AES 256bit
IKE Phase II Key Lifetime seconds	<input type="text"/>
PFS <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, IKE Phase 2 Diffie-Hellman Group <input type="checkbox"/> Group 1 <input type="checkbox"/> Group 2 <input type="checkbox"/> Group 3

**Section 5 - VPN Configuration (continued)**

**Administrative Contacts for Customer managed VPN end points**

If this section is left blank, NTTA will assume the Primary Contact is also the VPN administrative contact.

First Name / Last Name	<input type="text"/> <input type="text"/>
Company / Title	<input type="text"/> <input type="text"/>
Physical Address - No P.O.s	<input type="text"/>
City, State, Zip	<input type="text"/> <input type="text"/> <input type="text"/>
Office Phone	<input type="text"/>
Pager or Cell	<input type="text"/>
Fax	<input type="text"/>
Email	<input type="text"/>

CONTRACT NO. 1341-13159

EXHIBIT "B-1"

NTT AMERICA, INC. CLOUD SERVICES TERMS AND CONDITIONS

## NTT America, Inc. Cloud Services Terms and Conditions

This Exhibit B-1 (NTT America, Inc. Cloud Services Terms and Conditions) is attached and incorporated into Agreement between the County of Cook ("Customer") and NTT America Inc. ("NTTA") and governs the NTTA Cloud Services (the "Services") specified in the service order form executed by Customer in connection herewith and incorporated herein ("SOF").

1. NTTA shall provide the Services and Customer shall pay the fees for the Services as specified on the SOF. NTTA may modify the Services and/or Pay As You Go rates as set forth in GC-16 of the Agreement. It is Customer's responsibility to periodically check the NTTA Website for modifications to the Services and/or Pay As You Go rates. The Services are provided to Customer for its sole business purposes and not for resale, transfer or distribution to third parties. NTTA will charge Customer on a monthly basis based on the Services specified on the SOF. Monthly subscription fees will be billed in advance and any overage or usage fees will be billed in arrears. As applicable under law, charges are exclusive of all sales, excise, use, and similar taxes and related charges that may be imposed or assessed by any governmental entity or other taxing authority which may be billed to Customer in addition to the Fees. Payment is due thirty (30) days after the invoice date ("Due Date"), with the first invoice to be sent on the date NTTA first makes the Services available for use by Customer ("Commencement Date"). Amounts unpaid after the Due Date shall accrue interest at the maximum lawful rate as set forth in Illinois' Local Government Prompt Payment Act, 50 ILCS 505 ("Interest Rate"). Any amounts which are determined to be in error or not in compliance herewith shall be adjusted on the next invoice. Any disputed amounts which are deemed to be correct as billed and in compliance herewith shall be due and payable by Customer, within thirty (30) days of NTTA's notice and demand therefor. Disputed amounts found to be properly owed to NTTA shall be paid promptly following resolution of the dispute, together with interest from the Due Date at the Interest Rate. NTTA reserves the right to suspend or terminate the Services to any Customer in default with respect to undisputed amounts, which suspension or termination (irrespective of its cause) shall not relieve Customer of its obligation to pay the monthly fees for the Services for the balance of the Initial Term (as defined below) or, if applicable, the renewal term then in effect, and any other fees set forth on the SOF. Stated fees exclude any taxes levied on the Services provided hereunder, all of which shall be paid by Customer.
2. Customer does not acquire any right, title or interest in or to any software, APIs (as defined below), Confidential Information (as defined below), or other intellectual property supplied by NTTA to enable Customer to receive, access or use the Services. Except for the limited licenses granted hereunder, NTTA reserves all rights not expressly granted and no such additional rights may be implied. During and after the term of the Agreement, with respect to any of the Services that Customer elects to use, Customer will not assert, nor will Customer authorize, assist, or encourage any third party to assert, against NTTA or any of its customers, end users, vendors, business partners (including third party sellers on websites operated by or on behalf of NTTA), licensors, sublicensees or transferees, any patent infringement, trademark challenge or other intellectual property based claim with respect to such Services.
3. In the event Customer elects, in connection with any of the Services, to communicate to NTTA suggestions for improvements to the Services ("Feedback"), NTTA shall own all right, title, and interest in and to the same, even if Customer have designated the Feedback as confidential, and NTTA shall be entitled to use the Feedback without restriction. Customer hereby irrevocably assigns all right, title and interest in and to the Feedback to NTTA and agrees to provide NTTA such assistance as NTTA may require to document, perfect and maintain NTTA's rights to the Feedback.
4. Customer, and those using the Services through Customer shall at all times comply with the then-current version of the Acceptable Use Policy, specified at <http://www.opssourcecloud.net/legal/aup> ("AUP"), which is incorporated into and made a part of this Agreement. The AUP may be amended from time to time, which amendments shall be effective upon their posting at such website. Customer acknowledges and agrees that NTTA will provide the Services hereunder subject to the Privacy Policy, as amended from time to time, a copy of which can be found at <http://www.opssourcecloud.net/legal/privacy-policy>. The AUP and Privacy Policy shall be collectively referred to as "Policies". By continuing to use or receive the Services after the effective date of any revisions to the Policies, Customer agrees to be bound by those revised Policies. Because NTTA acts only as a conduit for transmission of data it is not subject to the Health Insurance Portability and Accountability Act (as per 65 FR 82476), or Gramm-Leach-Bliley Act (as per 16 C.F.R. §314.2(d)); Customer is solely responsible for complying with such and other Government or other regulatory bodies statutes, rules and regulations.
5. Subject to Customer's acceptance of and compliance with this Agreement, NTTA hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license, to access and use the Services as set forth herein.
  - (a) Permitted Uses Generally.
    - a. NTTA hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to write software applications or Web sites ("Applications") that interface with the Services. Customer acknowledges that NTTA may change, deprecate, or republish application programming interfaces ("APIs") for any Service or feature of a Service from time to time, and that it is the Customer's responsibility to ensure that the Application calls made to any Service are compatible with then-current APIs for the Service. Customer further acknowledges that NTTA may change or remove features or functionality of the Services at any time.
    - b. Customer may make network calls or requests to the API functions of the Services any time that the Services are available and at the limits to any API usage defined by NTTA.

- c. NTTA will provide a user name and password for each Customer. NTTA will be able to grant each Customer sub-administrative rights at the price set forth in the SOF or as modified on the NTTA Website in accordance with Section 1 of this Agreement for such Customer's access to and use of the Services. Customer is solely responsible and bears all attendant liability if Customer fails to maintain the confidentiality of its password. Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Services, and shall immediately notify NTTA of any unauthorized use of the Services.
- (b) Restricted Uses Generally.
- a. Customer may not interfere or attempt to interfere in any manner with the functionality or proper working of the Services.
  - b. Customer may not compile or use the NTTA provided materials or any other information obtained through the Services for the purpose of direct marketing, spamming, unsolicited contacting of sellers or customers or other impermissible advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations.
  - c. Customers may not remove, obscure, or alter any notice of any trademark, trade name, service mark, logo, or other intellectual property or proprietary right designation appearing on or contained within the Services or on any materials provided to Customer in conjunction with the Services.
  - d. Use of the Services shall not include service bureau use, outsourcing, renting, or time-sharing of the Services. Customer shall not copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Services or any part thereof or otherwise attempt to discover any source code, modify the Services in any manner or form, or use unauthorized modified versions of the Services, including without limitation for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Services. No part of the Services may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Services by any means other than through the interfaces that are provided by NTTA. Customer will not, upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including but not limited to rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- (c) Monitoring Use of the NTTA Cloud Services. Customer agrees to use reasonable efforts to provide information and/or other materials related to its Applications as requested by NTTA to verify Customer's compliance with this Agreement. Customer also agrees that, NTTA or its subcontractor may access the Applications or crawl or otherwise monitor the external interfaces of Customer's Applications for the purpose of verifying Customer's compliance with this Agreement. Customer may not seek to block or otherwise interfere with such crawling or monitoring.
- (d) Third-Party Software Licensing Agreements. Customer hereby acknowledges that use of the Services described in this Agreement includes the use of software provided by Third-Party Software Providers. Customer's use of any such Third-Party Software in connection with the Services shall be governed by the terms and conditions or end user licensing agreement (Software Terms) for the corresponding Software, a copy of which may be found listed at <http://www.opsources.net/Legal/Third-Party-Software-License>. Customer agrees that NTTA may update or revise this list of Software Terms from time-to-time to reflect an accurate and complete record of the Third-Party Software and the accompanying Software Terms. Any such update or revision to the listed Software Terms shall be effective immediately upon posting and/or notification. By continuing to use or receive the Services after the effective date of any such update or revision, Customer agrees to be bound by the updated or revised Software Terms. It is Customer's responsibility to check the website specified herein regularly for changes to the listed Software Terms. If Customer disagrees with any updates or revisions to the Software Terms, Customer's sole and exclusive remedy shall be to terminate the receipt of Services in accordance with Section 6 below. In the event that Customer resells or reoffers the Services to Customer's End-Users, Customer must maintain End-User Agreements, which govern the use of the Services and any such Third-Party Software, with all End-Users, the terms of which must be no less restrictive than the terms set forth in the Third-Party Software Provider's Software Terms. Customer is responsible for use of the Services, including the use of any Third-Party Software utilized in connection with the Services, by any End-Users to the same extent as if Customer was using the Service itself.

6. [Intentionally omitted]

7. Either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same. Customer's failure to timely pay all undisputed fees as they become due shall constitute a material breach of this Agreement. If this Agreement is terminated by NTTA for nonpayment, all outstanding invoices as well as the remainder of any and all fees for the remaining Term will be immediately due and payable upon receipt of an invoice for the same as and for liquidated damages, and not as a penalty.

8. NTTA may, upon providing reasonable notice to Customer, suspend or terminate the Services if NTTA determines, in its sole reasonable discretion that Customer's use of the Services is in violation of applicable law, the AUP, the Permitted Uses and/or the Restricted Uses.

9. [Intentionally omitted]

10. [Intentionally omitted]

11. [Intentionally omitted]

12. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, REVENUE, DATA OR USE OF THE SERVICES BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything to the contrary stated in this Agreement, Customer's sole remedies for any claims relating to the Services are set forth in Section 21. In no event shall NTTA's and its affiliates' aggregate, collective liability for any claims (including negligence or otherwise), exceed the amount paid by Customer for the Services during the twelve (12)-months preceding the date the claim occurred or arose. The foregoing liability limitation shall not apply to unpaid Fees invoiced or due under this Agreement or to the parties' indemnification obligations and confidential information obligations will be capped for each party at \$3,000,000 in the aggregate.

13. NTTA shall not be responsible for any damage to Customer, or Customer's systems, that is caused by Customer-assigned personnel, including but not limited to their employees, officers, directors, agents, affiliates, or independent contractors. Any downtime in Customer's systems that occurs as a result of Customer's actions or directives or any downtime in Customer's systems that occurs while Customer is making changes to the code or the system shall render the SLA inapplicable for such downtime. In such cases where Customer damages its systems, Customer will be responsible for paying NTTA on a time and materials basis at NTTA's then-current rate for the actual work NTTA performs in restoring the system to an operational status.

14. THE REMEDIES AND WARRANTIES IN THIS AGREEMENT ARE EXCLUSIVE AND REPLACE ALL OTHER REMEDIES AND WARRANTIES, EXPRESS OR IMPLIED. SUBJECT TO ANY APPLICABLE SERVICE LEVEL AGREEMENTS AS REFERENCED IN SECTION 21, NTTA MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES; AND DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. NTTA shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, labor disputes, changes in law, regulation or government policy, riots, war, fire, acts of terror, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or any other such occurrences. Either party may terminate this Agreement, by providing the other party written notice thereof, if the failure or delay of performance caused by such event of force majeure continues for a continuous period of thirty (30) calendar days.

15. Customer represents and warrants: (i) that Customer is solely responsible for the development, operation, and maintenance of its and End Users' Applications and for its and all users' content, including without limitation, the accuracy, security, appropriateness and completeness of such content and all product-related materials and descriptions; (ii) that Customer and all its users have the necessary rights and licenses, consents, permissions, waivers and releases to use and display their Applications and content; (iii) that neither the Applications nor the content (a) violates, misappropriates or infringes any rights of NTTA or any third party, (b) constitutes defamation, invasion of privacy or publicity, or otherwise violates any rights of any third party, or (c) is designed for use in any illegal activity or promotes illegal activities, including, without limitation, in a manner that might be libelous or defamatory or otherwise malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; and (iv) that neither the Applications nor content supplied by Customer or its users distributes, shares, or facilitates the distribution of unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

16. Customer represents and warrants that Customer or any of their user will not use any Open Source Software (as defined below) in connection with the Services in any manner that requires, pursuant to the license applicable to such Open Source Software, that any portion of the Services be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. "Open Source Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU's General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (ii) The Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards License (SISL), (vii) the BSD License and (viii) the Apache License.

17. Customer represents and warrants that: (i) the information Customer provides in connection with Customer's registration for the Services is accurate and complete, (ii) Customer is duly authorized to do business in the country or countries where it operates, (iii) the signatory to this Agreement is an authorized representative of Customer, and (iv) Customer's employees, officers, representatives and other agents accessing the Services are duly authorized to access the Services and to legally bind Customer to this Agreement and all transactions conducted under Customer's account.

18. NTTA specifically disclaims all liability, and Customer shall be solely responsible to the extent within its reasonable control for the development, operation, and maintenance of its Applications and for all materials that appear on or within Customer Applications. Customer shall, without limitation, be solely responsible for:

- (i) the technical operation of its Applications and all related equipment;
- (ii) the accuracy and appropriateness of any materials posted on or within its Applications (including, among other things, any product-related materials);
- (iii) ensuring that any materials posted on Customer's sites or within their Applications are not illegal and do not promote illegal activities, including without limitation any activities that might be libelous or defamatory or otherwise malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (iv) ensuring that the Applications accurately and adequately discloses, either through a privacy policy or otherwise, how Customer collects, uses, stores, and discloses data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers;

- (v) any of Customer's claims relating to the Applications or any Services utilized in connection with Customer's Applications; and
- (vi) obtaining all necessary rights in any user content or data that it chooses to transmit or receive using the Service. NTTA shall have no responsibility or obligations with respect to such content or data, including any content created by or received from third parties. Specifically, Customer agrees that NTTA shall not be held responsible for any electronic communications and/or content or data which are lost, altered, intercepted or stored without authorization during the transmission of any data across networks not owned and/or operated by NTTA.

19. NTTA shall use commercially reasonable efforts to follow to safeguard and maintain the integrity of Customer content and data utilizing at a minimum industry standard security and procedures and shall bear responsibility for failing to use such reasonable efforts within its control. Customer agrees that (i) such security procedures constitute reasonable procedures to protect the integrity of Customer content and data and other information from unauthorized access; and (ii) the state of the art does not permit the development of electronic security systems that are completely free of failures.

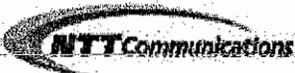
20. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, CUSTOMER'S USE OF THE SERVICES ARE AT CUSTOMER'S OWN RISK, AND NTTA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE IS NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

21. The Service Level Agreements (the "SLAs") for the Services, which are incorporated into this Agreement and include commitments with respect to the Services, are set forth at <http://www.nttamerica.com/eh/sla/> which are incorporated into this Agreement by this reference, and set forth Customer's sole and exclusive remedies for claims relating to the Services. NTTA has the right to amend the SLA from time to time at its sole discretion.

CONTRACT NO. 1341-13159

EXHIBIT "B-2"

SERVICE ORDER FOR CLOUD SERVICES



Payment Method (select one)

<input type="checkbox"/> Check	
<input type="checkbox"/> Credit Card	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express Card Holder Name: _____ Credit Card #: _____ Expiration Date: _____
<input type="checkbox"/> EFT	Bank Name: _____ Account #: _____ Bank Routing #: _____

Invoice Method (select one)

Email       USPS       Email & USPS

Tax Status

Taxable     Tax Exempt     Tax ID # (if exempt): \_\_\_\_\_

Sold To Contact

(Admin) Portal User

(Please select Portal user(s) At least one Portal user is required and if none is listed Sold to will be Portal use by default)

Name: \_\_\_\_\_ City: \_\_\_\_\_  
Title: \_\_\_\_\_ State: \_\_\_\_\_  
Email: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Country: \_\_\_\_\_  
Address: \_\_\_\_\_

Billing Contact

Portal User

Name: \_\_\_\_\_ City: \_\_\_\_\_  
Title: \_\_\_\_\_ State: \_\_\_\_\_  
Email: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Country: \_\_\_\_\_  
Address: \_\_\_\_\_

Technical Contact

Portal User

Name: \_\_\_\_\_ City: \_\_\_\_\_  
Title: \_\_\_\_\_ State: \_\_\_\_\_  
Email: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Country: \_\_\_\_\_  
Address: \_\_\_\_\_

Contract Term: 12 Months

Billing Frequency: Monthly

Total One-Time Charges: \$ 0.00

Total Monthly Recurring Charges: \$ 0.00

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The terms and conditions of the Contract for Service between NTT America, Inc. and the County of Cook dated effective as of January 1, 2013 ("Terms and Conditions") shall govern this Service Order. The Service Order is not effective until accepted by NTT America, Inc. as evidenced by the release of services at prices indicated. In the event of a conflict between the Service Order and the Terms and Conditions signed as a part of your original purchase, the Terms and Conditions shall govern.

Sales Representative:

Phone:

Please fax signed order to your sales representative at .



### Public Cloud Services

Order Type: New Customer

Quantity 1

US Cloud Plan	NTTA Cloud Pay As You Go
US CPU Plan	Cloud 0 CPU Hours Free
US CPU Rate	CPU Usage at \$0.04 per Hour
US RAM Plan	Cloud 0 RAM Hours Free
US RAM Usage Rate	RAM Usage at \$0.025 per Hour per GB
US Storage Plan	Cloud 0 Storage Hours Free
US Storage Usage Rate	Economy Storage Usage at \$0.0001, Standard Storage Usage at \$0.0003, High Performance Storage Usage at \$0.0006 per Hour per GB
US Network Plan	First Network Free
US Network Plan Usage Rate	Network Usage at \$0.20 per Hour per Network
US Outbound Data Transfer Bandwidth Plan	Cloud 0 GB Outbound Free
US Outgoing Bandwidth Rate	Outgoing Data Transfer: \$0.15 per GB (First 10 TB); \$0.11 per GB (Next 40 TB); \$0.09 per GB (Over 50 TB)
US Sub Administrator Plan	Cloud Sub Admin Hours (0 Sub-Admins) Free
US Sub Administration Rates	Sub Admin Usage at \$0.007 per Hour per Sub-Admin
Cloud Files Storage	Cloud Files Storage Days: \$0.0050/GB per day (First 50 TB); \$0.0047/GB per day (Next 50 TB); \$0.0043/GB per day (Over 100 TB)
Cloud Software Units	Cloud Software Units at \$0.001 per Unit
US Additional Public IPs	US Cloud Additional Public IP Addresses at \$0.00270 per hour, per IP address

Special Instructions: None  
**One Time Charges: \$ 0.00**                      **Monthly Charges: \$ 0.00**

Usage amounts included in the plan are based on usage in one month. The month period used to determine plan usage starts on the day services are released to the customer. Unused plan usage does not carry over to subsequent months. Usage amounts over the amounts included in a plan will be billed at the Usage Rates.

The above pricing is specifically for the NTT America Public Cloud North America locations. Please visit this link for a full list of rates and services including pricing for International locations.:

<http://www.us.ntt.com/en/products-services/data-center-services/cloud/public-cloud/public-cloud-pricing.html>

### NTTA Cloud Service Terms

- **Pay As You Go Plan** - the Term of this SOF shall be effective as of the commencement of the Services and may be terminated by the Customer at any time through the customer portal at <https://us.portal.ntt.net/>.
- **Pre-Paid Monthly Plan** - the Term of this SOF shall be effective as of the commencement of the Services and may be terminated by the Customer upon thirty (30) days prior written notice to NTT America through the customer portal at <https://us.portal.ntt.net/>

### Special Promotional Offer for "Pay As You Go Plan" for North American geographical location only:

- Usage for the first network is free. Note that NTTA has the right to terminate individual networks, if NTTA determines there are no deployed servers on such networks.

### Pricing Component Definitions

- **CPU Hours:** Each hour that a Server CPU is running
- **RAM Hours (GB):** Each hour that a GB of RAM on a server is running
- **Storage Hours (GB):** Each hour a GB of storage is deployed, whether running or not
- **Networks:** Each Hour that a network or networks are deployed
- **Outbound and Inbound Bandwidth (GB):** NTT America charges only for outbound traffic leaving a customer

network or Cloud Files storage environment. Inbound traffic is unlimited. However, please note that traffic between deployed networks and/or Cloud Files environments is still counted as outbound bandwidth.

- **Sub-Administrators:** Additional accounts that customers can create to access their cloud
- **Cloud Files Storage Days:** Each day that a GB of storage is housed within the NTT America Cloud Files storage environment
- **Cloud Files:** PUT, LIST, COPY, POST, GET and all other requests: NTT America currently allows unlimited requests associated with Cloud Files storage at no charge to the customer
- **Additional Public IP addresses** NTT America allows customers to add additional IP addresses to their Cloud Networks in blocks of at least two Public IP addresses. Customers are charged for each additional public IP address added to a Cloud Network, regardless of whether that public IP address is in use. However, there is no charge for the public IP addresses that come pre-assigned with each Cloud Network
- **Software Units:** Software Units are only incurred when a Cloud Server is deployed from a Cloud Image that includes Priced Software. Not all Cloud Images include Priced Software. Priced Software refers to commercial software loaded onto an image that incurs additional charges when deployed as a server. Priced Software packages, as presented in the Admin UI, incur additional charges based on one of two models:
- **Per Server Cloud Software** incurs a specific rate of Software Units per hour when a server is running and a specific rate per hour when a server is stopped. This hourly rate is the same regardless of the number of CPU's configured on the server. Example: "Software A" is priced Per Server at a rate of 50 units per hour when the server is running and 25 units per hour when the server is stopped. If a 2 CPU Server is deployed in a running state for 2 hours and a stopped state for 1 hour, it will incur 125 software units (50 units x 2 hours running 25 units x 1 hours stopped)
- **Per CPU Cloud Software** incurs a specific rate of Software Units per hour per CPU when a server is running and a specific rate per hour per CPU when a server is stopped. In this case the overall rate varies based on the number of CPU associated with the server on which the Priced Software is deployed. Example: "Software B" is priced Per Server at a rate of 50 units per hour per CPU when the server is running and 25 units per hour per CPU when the server is stopped. If a 2 CPU Server is deployed in a running state for 2 hours and a stopped state for 1 hour, it will incur 250 software units (2 CPU x 50 units x 2 hours running 2 CPU x 25 units x 1 hours stopped)

If multiple Priced Software packages are associated with a given Cloud Server or Cloud Image, the Software Units for each Priced Software package are incurred. Once a server has been deployed from an OS Image with Priced Software, all subsequent Customer Images created from the server will carry the same Priced Software packages and servers deployed from those Customer Images will incur the same charges.

All Cloud Images and Servers with Priced Software are labeled as such in the Admin UI and API along with a table describing the Software Units incurred by that specific OS Image/Server. The Admin UI and API also offer an up-to-date catalog of all available Priced Software packages with a description of their pricing models and current pricing.

NTTA may modify the Services and/or Pay As You Go rates at any time and such modifications will be posted on NTTA's website accessible at <http://www.us.ntt.com/en/products-services/data-center-services/cloud/public-cloud/public-cloud-pricing.html> (the "NTTA Website"). NTTA will also notify Customer by email, at the email address(es) specified herein, of any changes to the Services and/or Pay As You Go Rates. Modifications to Services and/or Pay As You Go rates will be effective fifteen (15) days after notification to Customer and posting to the NTTA Website. By continuing to use or receive the Services after the effective date of any modifications Customer agrees to be bound by such modifications.

CONTRACT NO. 1341-13159

EXHIBIT "C-1"

NTT AMERICA, INC. PROFESSIONAL SERVICES TERMS AND CONDITIONS

# PROFESSIONAL SERVICES TERMS AND CONDITIONS

NTT America, Inc. ("NTTA") and the County of Cook ("Customer") hereby enter into the Professional Services Terms and Conditions as set forth in this Exhibit C-1 to the Agreement subject to the following terms and conditions:

## 1. NTTA Services.

1.1 Services Included. The professional services (the "Services") provided under this Agreement shall be of the type and amount listed in the applicable Statement of Work ("SOW").

1.2 Excluded Services. Any NTTA services not specifically listed in the applicable SOW are not included under this Agreement, including without limitation:

a) Services outside of normal business hours, which shall be 8:00 a.m. to 5:00 p.m. PST, Monday through Friday and excluding any holidays on which NTTA is closed for business;

b) Work that NTTA determines it cannot perform due to Customer side or server side programming issues, such as but not limited to browser compatibility.

1.3 Subcontractors. NTTA reserves the right to use subcontractors in connection with the performance of the Services without Customer's prior written consent, provided that such subcontractors are obligated to comply with the terms of this Agreement relating to ownership of intellectual property and protection of confidentiality.

1.4 Delivery Dates. Any Service delivery dates or schedules that are specified in the SOW are estimates only and, provided that NTTA has used its commercially reasonable efforts to meet such estimates, NTTA has no liability due to any delay in meeting such dates or schedules.

1.5 Site Review. Except in cases where NTTA originally built Customer's web site, if the web site is functionally or dynamically driven (rather than exclusively .htm or .html based), NTTA shall complete a review of the web site before undertaking any work under this Agreement. Customer shall provide commercially reasonable cooperation to NTTA during the site review process. If after the review NTTA determines that NTTA cannot perform its obligations hereunder due the configuration of Customer's web site, this Agreement shall terminate, and NTTA shall have no liability to Customer.

1.6 Change Orders. During the term of this Agreement, Customer may request services that NTTA reasonably determines are outside the scope of Customer's previous approvals. In such cases, NTTA will develop a change order ("Change Order") for such services that will include an outline of the services to be provided, a proposed development schedule for the services and the fees payable by Customer for the requested services; provided that where a Change Order is also outside the scope of the Agreement, such Change Order is subject to GC-16 of this Agreement. Customer must execute and return the Change Order before NTTA will have any obligation to perform work covered by the Change Order. Customer acknowledges that failure to sign a Change Order may result in delay of the provision of services and a change to any estimated timelines.

## 2. Customer Obligations.

In connection with NTTA's performance of the Services, Customer shall have certain responsibilities that are identified in the applicable SOW or Change Orders. Customer acknowledges and agrees that NTTA's performance of the Services is dependent upon Customer's timely and effective satisfaction of such obligations and on timely decisions and approvals by Customer. Customer therefore agrees to use its commercially reasonable best efforts to fulfill any reasonable obligations and to provide timely decisions and approvals.

### 3. Fees and Payment.

3.1 Customer shall pay the fees as specified in the applicable SOW. NTTA shall deliver Customer monthly invoices for work performed during the applicable month until the Services are completed. Such invoices may include taxes, fees or assessments by governmental agencies and NTTA shall have the right, at any time, to pass through and invoice to Customer any new or increased taxes, fees, assessments or other charges imposed on or required to be collected by NTTA by any governmental agency. Customer shall also be responsible for paying all taxes, fees or assessments and other charges imposed on Customer by any governmental agency that may result from this Agreement, or any of the activities contemplated hereunder.

3.2 Invoices are due and payable upon receipt, and shall be delivered to the address specified on such invoice. All payments shall be made in U.S. currency and without any set-off or counterclaim and free of deduction or withholding of any taxes or governmental charges, except as required by law.

3.3 Customer shall pay a late payment charge equal to that amount permissible under Illinois' Local Government Prompt Payment Act, 50 ILCS 505.

3.4 The fees set forth in this Agreement apply only to the number of hours provided for in the applicable SOW. Any additional hours or services provided under any Change Order, will be subject to the terms and conditions of this Agreement, and shall be billed on a time and materials basis at NTTA's then standard rates for such services, without discount.

### 4. Ownership and Intellectual Property Rights.

4.1 NTTA acknowledges that any Customer provided data, content, graphics and/or information ("Customer Content") is the property of Customer. Customer hereby grants to NTTA a world-wide, royalty-free, revocable, non-transferrable, non-exclusive license to use the Customer Content for the performance of the Services.

4.2 Customer shall, at Customer's sole cost and expense, grant NTTA a world-wide, royalty-free, revocable, non-transferrable, non-exclusive license to use any third party technologies required to modify the web site in connection with performing the Services.

4.3 Customer acknowledges that all technology (excluding any technology licensed pursuant to Section 4.2 above) utilized by NTTA to perform the Services (the "NTTA Tool Set") is the property of NTTA and its licensors.

4.4 Neither party may use the other party's name, trademarks, logos, trade names or other proprietary identifying symbols for any use, including, but not limited to, press releases or marketing campaigns, without the prior written consent of the other party.

4.5 Provided Customer has met its payment obligations, any modifications made by NTTA to Customer's web site and the Customer Content will be the property of Customer.

4.6 Nothing in this Agreement shall preclude NTTA from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder and any information which may be retained in the unaided memory of NTTA personnel providing the Services hereunder, but without the use of any of Customer's Confidential Information (as defined in Section 5 below).

### 5. Confidentiality.

5.1 Each party acknowledges that, in the course of the performance of this Agreement, it may have access to customer information and communications, including proprietary information claimed to be unique, secret, or confidential, and which constitutes the exclusive property and/or trade secrets of the other party ("Confidential Information"). Each party agrees to maintain the confidentiality of the Confidential Information

and to use the Confidential Information only to the extent necessary for legitimate business uses in connection with this Agreement. Upon request of either party or on termination or expiration of this Agreement, each party shall return the Confidential Information of the other party then in its possession. Nothing in this Agreement shall prohibit or limit either party's use or disclosure of information which (a) is now, or hereafter becomes, publicly known or available through lawful means; (b) is rightfully in receiving party's possession, as evidenced by receiving party's records; (c) is disclosed to the receiving party without confidential or proprietary restriction by a third party who rightfully possesses and rightfully discloses the information; (d) is independently developed by the receiving party without any breach of this Agreement; (e) is the subject of a written permission to disclose provided by the disclosing party; or (f) is required by law to be disclosed.

5.2 Because the unauthorized use, transfer or dissemination of any Confidential Information by the recipient may diminish substantially the value of such materials and may irreparably harm the disclosing party, if the recipient breaches the provisions of this Section, the disclosing party shall, without limiting its other rights or remedies, be entitled to seek equitable relief, including but not limited to injunctive relief.

6. Warranty.

NTTA warrants that its Services will be performed in a professional and workmanlike manner in accordance with applicable professional standards and shall re-perform any work not in compliance with this warranty brought to its attention within thirty (30) days after the County accepts that work. If NTTA is asked to re-perform any work and it is determined that NTTA has already met its obligations under this Section 6, Customer agrees to pay NTTA on a time and materials basis at NTTA's standard rates for time spent on such additional work.

THE PRECEDING IS NTTA'S ONLY WARRANTY CONCERNING THE SERVICES AND DELIVERABLE(S). CUSTOMER ACKNOWLEDGES THAT THE SERVICES AND DELIVERABLES ARE OTHERWISE PROVIDED BY IN AN "AS IS" CONDITION AND THAT NONE OF OR NTTA'S LICENSORS MAKE ANY OTHER REPRESENTATION, PROMISE OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURE AND QUALITY OF THE SERVICES TO BE PERFORMED BY OR THE DELIVERABLES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

7. [Intentionally omitted]

8. [Intentionally omitted]

9. Limitation of Liability. NTTA'S MAXIMUM AGGREGATE LIABILITY RELATING TO THE SERVICES RENDERED AND OR DELIVERABLE(S) PROVIDED UNDER THIS AGREEMENT (REGARDLESS OF FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE LIMITED TO THE CHARGES PAID OR PAYABLE BY CUSTOMER TO NTTA FOR THE PORTION OF ITS SERVICES OR DELIVERABLES FOR THE TWELVE (12) -MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH DURING WHICH THE EVENT GIVING RISE TO SUCH LIABILITY OCCURS. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE LOSS, DAMAGE OR EXPENSE (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST DATA, OPPORTUNITY COSTS, ETC.) EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

CONTRACT NO. 1341-13159

EXHIBIT "C-2"

NTT AMERICA, INC. PROFESSIONAL SERVICES STATEMENT OF WORK

**NTT America, Inc. Professional Services  
Statement of Work**

This NTT America, Inc. Professional Services Statement of Work attached as Exhibit C-2 to the Agreement ("SOW") is governed in accordance with the terms and conditions of the Agreement entered into by and between NTT America, Inc. ("NTTA") and County of Cook ("Cook County").

**Scope of Work:**

NTTA will assist Cook County in moving their dedicated server platform and applications to a cloud based environment (VMs). These services will be provided remotely, with weekly status calls with Cook County.

All Deliverables/Tasks set forth below are the responsibility of NTTA, unless otherwise agreed upon by NTTA and Cook County. Cook County shall be responsible for timely user acceptance testing of the Tasks/Deliverables and for tendering timely and reasonable assistance to NTTA.

At all times, NTTA shall ensure that a dedicated resource is assigned to tender the below Deliverables/Tasks, except upon reasonable notice to Cook County. NTTA shall use best efforts to complete all below Deliverables/Tasks by March 31, 2013.

**Deliverables/Tasks:**

High Level Milestone	Deliverable / Tasks	Description	Estimated Work Hours
<b>1. Physical to Virtual Server Conversion Prototype</b>	Construct a comprehensive physical to virtual server conversion plan	This tasks involves perform research and testing the P2V conversion processing using tools form VMWare and Opsource. Ensuring this critical task is successful is pivotal to the success of the project.	25
<b>2. Preparation and Planning</b>	Written document listing the system and content included in the migration	This written document identifies and performs as a checklist for content, custom applications, special data, site functionality and integration points. Receive client sign-off.	68
	Written document outlining the current legacy NTTA firewall rules	This written document outlines the existing firewall rules deployed in the legacy environment.	
	Implementation of disk clean-up procedures before server conversion	Implement procedures to free disk space on the legacy servers before converting them to virtual servers using the VMWare tool.	
<b>3. Build and Migrate</b>	Execution of the conversion process of the physical servers to virtual machines	Execute the conversion process using VMWare Standalone VM Converter tool converting the existing physical servers to virtual machines.  There are 6 primary steps to converting the physical server to a virtual machine. The steps are listed below:  1) Install the VMWare Standalone VM	158

High Level Milestone	Deliverable / Tasks	Description	Estimated Work Hours
		<p>Converter on the physical Server.</p> <ol style="list-style-type: none"> <li>2) Open the Standalone Converter software and select the Source Type: Local Machine</li> <li>3) Select target type VMWare Virtual Machine OVF file and other server details VM Host Name, username and password for the ESXi Server.</li> <li>4) Configure the VM details: OS, CPU, memory, disk storage, etc.</li> <li>5) Review and confirm the configuration summary click finish to start the conversion.</li> <li>6) Use the Opsource Portal to import the OVF files and provision the new virtual servers. This process may take a while based on network bandwidth. The OVF files are large.</li> <li>7) Power on the VM in the console and begin the Cook County portal configuration.</li> </ol> <p><b>Important Notes:</b> The VM Standalone Converter is normally a very reliable tool granted there are no compatibility issues during the conversion. If compatibility issues arise an alternative method for migrating the physical servers will be required. This could affect the timeline from a scheduling and cost perspective.</p> <p>Need to provision a temporary file system to stage the OVF files. The staging area, which Cook County shall provide, needs be approximately 300GB.</p>	
	Creation of temporary DNS rules for external access to new test environment	Create temporary DNS/CNAME records for new test environment enabling internet access for testing. These temporary DNS definitions exist in parallel to the legacy environment.	
	Implementation of portal configuration settings	Implement changes to the portal software configuration settings enabling external access and inter-operability of the product.	
	Execution of test cases in the new test	Execute test cases in the new test environment using the content matrix	

High Level Milestone	Deliverable / Tasks	Description	Estimated Work Hours
	environment	document created in the Preparation and Planning milestone. This represents user acceptance for the migrated servers, applications and content to the new test environment. Receive client sign-off.	
<b>4. Production Cutover</b>	Implementation of all procedures to cutover test environment to production	Implement DNS changes, portal software configuration setting changes and other static content changes using production values.	66
	Execution of test cases in the new production environment	Execute test cases in the new production environment functionality of static content, custom applications and site features (navigation, header, footer) and integration points. Receive client sign-off.	
	Implementation of final cutover	Implement final cutover procedures and remove maintenance splash page.	
<b>5. Production Support</b>	Provide post "Go Live" production support for a defined period	Provide production support for the new production environment for a defined period of time to operability and uptime.	8

**Customer Obligations:**

During the testing and user acceptance phases, NTTA will enlist the help of the Cook County Test Team. The Cook County Test Team will perform testing of the site hosted in the new environment before "Go Live". The team will use a list of test cases compiled by Cook County to ensure functionality. Once the site is cutover to the new environment the test team will perform a second battery of tests using the same test cases. Any issues found are reported to NTTA and resolved.

**Estimated Hours:** 325

**Hourly Rate:** \$190

**Total Estimated Cost (Based on estimated hours and hourly rate stated above): \$61,750**

Note: All work performed on an hourly time and materials basis. Estimated hours stated above are estimates. NTTA will use its best efforts to deliver within estimated time frame (or less). If additional hours are required, Cook County shall approve such hours in accordance with this Agreement.

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Sections 1 through 3: MBE/WBE Documentation.** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Sections 6, 7, 8, 9: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

N/A

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II.  Direct Participation of MBE/WBE Firms       Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

\*Letter of Certification attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

\*Letter of Certification attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

N/A

M/WBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip \_\_\_\_\_

FEIN #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Contract #: \_\_\_\_\_

Participation:      Direct            Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No    Yes – Please attach explanation.     Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

\_\_\_\_\_  
\_\_\_\_\_

*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

\_\_\_\_\_  
Signature (M/WBE)

\_\_\_\_\_  
Signature (Prime Bidder/Proposer)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- FULL MBE WAIVER**                       **FULL WBE WAIVER**
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**
- \_\_\_\_\_ % of Reduction for MBE Participation  
\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**      *See RIDER B(4).*

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**      *See RIDER C(5).*

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**RIDER B(4)**

Specialized services will be performed by a particular vendor as specifically requested by Cook County. Such particular vendor, which does not meet the MBE/WBE requirement, has history of performing services for Cook County. Using a different vendor only to meet the MBE/WBE requirement would increase the costs since such new vendor would have no existing knowledge of Cook County's IT system.

**RIDER C(5)**

NTT America, Inc. has used certain MBE/WBE vendors for indirect participation in the past. However, such vendors no longer meet the MBE/WBE requirement especially based on the 6-surrounding-county criteria.

## CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

### **A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

### **B. BID-RIGGING OR BID ROTATING**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

### **C. DRUG FREE WORKPLACE ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
<u>N/A</u>	
_____	
_____	
_____	

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?  
Yes: \_\_\_\_\_ No: X

b) If yes, list business addresses within Cook County:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?  
Yes: \_\_\_\_\_ No: X

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

*N/A. Applicant is a corporation with no*

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit. *Substantial owner.*

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

- b)  The Undersigned owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

\_\_\_\_\_  
\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name: NIT America, Inc. D/B/A: \_\_\_\_\_ EIN NO.: 13-3922003

Street Address: 757 Third Ave., 14th Floor

City: New York State: NY Zip Code: 10017

Phone No.: 212-661-0810

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
None.		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A.		

3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Kazuhiko Gomi  
 Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]  
 Signature

k.gomi@ntta.com  
 E-mail address

President / CEO  
 Title

11/6/2013  
 Date

212-808-2284  
 Phone Number

Subscribed to and sworn before me this 6<sup>th</sup> day of Nov, 2013.

X [Signature]  
 Notary Public Signature

My commission expires 12/15  
 Notary Public, State of New York  
 No. 02ET6162443  
 Qualified in Queens County  
 Commission Expires March 12, 2015

Notary Seal



## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

*Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

[http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person\* doing business\** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships\** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: NTT America, Inc. <sup>Kambling Group</sup> Title: President / CEO

Business Entity Name: NTT America, Inc. Phone: 212-608-2284

Business Entity Address: 757 Third Ave, 14th Floor, New York, NY 10017

\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

**To the best of my knowledge and belief, the information provided above is true and complete.**

  
Owner/Employee's Signature

11 / 6 / 2013  
Date

Subscribe and sworn before me this 6<sup>th</sup> Day of November, 2013

a Notary Public in and for \_\_\_\_\_ County

  
(Signature)

**TAINA ETIENNE**  
Notary Public, State of New York  
No. 02ET6162443  
Qualified in Queens County  
Commission Expires March 12, 2013

NOTARY PUBLIC  
SEAL

My Commission expires \_\_\_\_\_

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics  
69 West Washington Street,  
Suite 3040  
Chicago, Illinois 60602

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SOLE PROPRIETOR'S SIGNATURE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**  
**(SECTION 7)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:**

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

\* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**

**(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

\* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

\*\* **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

**SIGNATURE BY A CORPORATION**  
**(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: NTT America, Inc.

BUSINESS ADDRESS: 757 Third Avenue, 14th Floor  
New York, NY 10017

BUSINESS TELEPHONE: 212-661-0810 FAX NUMBER: 212-661-1078

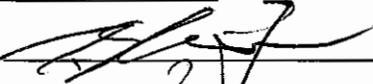
CONTACT PERSON: \_\_\_\_\_

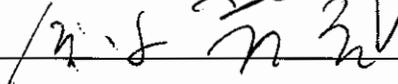
FEIN: 13-3922003 \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Kazuhiko Gomi VICE PRESIDENT: \_\_\_\_\_

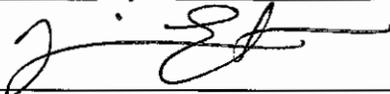
SECRETARY: Kaz Kaneko TREASURER: \_\_\_\_\_

\*\*SIGNATURE OF PRESIDENT: 

ATTEST:  (CORPORATE SECRETARY)

Subscribed and sworn to before me this

6<sup>th</sup> day of November, 2013.

X   
Notary Public Signature

My commission expires:

**TAINA ETIENNE**  
Notary Public, State of New York  
No. 02ET6162443  
Qualified in Queens County  
Commission Expires March 12, 2015

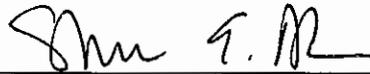
Notary Seal

\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 22 DAY OF NOVEMBER, 2013.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1341-13159

**OR**

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 422,000<sup>00</sup>  
(DOLLARS AND CENTS)

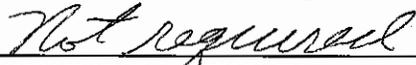
FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

NOV 13 2013

COM \_\_\_\_\_

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)