



## IBM International Passport Advantage Agreement Special Terms Addendum

**International Business Machines Corporation**, a New York corporation authorized to transact business in the State of Florida, (“IBM”), and **City of Fort Lauderdale**, a Florida municipality, (“you” or “You”), enter into this IBM International Passport Advantage Agreement Special Terms Addendum (“Addendum”) as of the signature date shown below (“Start Date”) to the IBM International Passport Advantage Agreement referenced below (“IPAA”) and the applicable IBM Terms of Use (collectively, the “SaaS Terms of Use”) referenced below. The terms and conditions of this SaaS Addendum and the SaaS Terms of Use are effective as of the Start Date and will remain in effect through September 3, 2017, (“End Date”). In the event you exercise the optional Subscription Renewal Period as provided in Section 3 below, then the End Date of this Addendum shall be extended for the corresponding Subscription Renewal Period. The terms and conditions of the IPAA and the SaaS Terms of Use that are applicable to the IBM SaaS Subscription remain in effect until the termination or expiration of the IBM SaaS Subscription and apply to respective successors and assignees.

This Addendum allows you to receive from IBM the benefit of IBM Software as a Service (“SaaS”) listed in the IBM Eligible Products Section of this Addendum, for the price shown in the “Option Charges” Section of this Addendum. Any capitalized but undefined terms contained in this Addendum shall have the meaning set forth in the Associated Documents.

The terms of this Addendum are in addition to, and may modify (for the purposes of this Addendum only) those of the “Associated Documents” which govern this transaction. The terms of the Associated Documents are incorporated into this Addendum by reference.

The following IBM Agreements comprise the Associated Documents:

1. IPAA Agreement / Site #: 108312 / 7368571; and
2. IBM Terms of Use: General Terms of Use (Attachment 1) and IBM Intelligent City Planning and Operations on IBM SmartCloud Terms of Use (Attachment 2).

### 1. Eligible Products

Eligible Products shall mean those IBM SaaS products listed on Table 1 below. You may deploy the Eligible Products, as permitted herein.

TABLE 1 - IBM SAAS					
Part Number	Part Description	Term	Quantity	SaaS Description	Unit Price
DOYKMLL	IBM Intelligent City Planning and Operations Premium User on IBM SmartCloud Concurrent User per Month	36 Months	1	Subscription	Included
DOYKNLL	IBM Intelligent City Planning and Operations Premium User on IBM SmartCloud Daily Fee for Partial Month	N/A	N/A	Daily Fee	\$175.00
DOYKPLL	IBM Intelligent City Planning and Operations Standard User on IBM SmartCloud Concurrent User per Month	12 Months	20	Subscription	Included
DOYKPLL	IBM Intelligent City Planning and Operations Standard User on IBM SmartCloud Concurrent User per Month	24 Months	30	Subscription	Included
DOYKQLL	IBM Intelligent City Planning and Operations Standard User on IBM SmartCloud Daily Fee for Partial Month	N/A	N/A	Daily Fee	\$600.00
DOZ66LL	IBM Intelligent Operations for City Management on IBM SmartCloud Concurrent User per Month	36 Months	1	Subscription	Included



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TABLE 1 - IBM SAAS					
Part Number	Part Description	Term	Quantity	SaaS Description	Unit Price
D0Z67LL	IBM Intelligent Operations for City Management on IBM SmartCloud Daily Fee for Partial Month	N/A	N/A	Daily Fee	\$86.67

The following additional definitions apply to IBM SaaS:

1. "Daily Fee" is the daily charge outside of the 36 months for the IBM SaaS Subscriptions Period Partial Month Charges.
2. "Overage" is the use of the IBM SaaS Subscription in excess of the quantity listed in the table above.
3. "Provisioning Date" is the date you are notified by IBM that your access to the IBM SaaS Subscription is available.
4. "Subscription" is the base IBM SaaS Part Number provided for a Term, exclusive of any Daily Fees, Overages, Set Up, On Demand or Remotely Delivered Services.
5. "Term" is the length of time you will have access to the IBM SaaS Subscription, excluding the partial month.

IBM provides the IBM SaaS for the Term listed above on Table 1 to you on the Provisioning Date. The Term begins on the first day of the month following the Provisioning Date unless the Provisioning Date is the first day of the month. In that case, the Term begins on the Provisioning Date.

The SaaS Offerings will not automatically renew at the end of the Subscription Period.

**2. Option Charges**

Upon your signing of this Addendum, you agree to pay IBM the non-cancelable payments set forth in Table 2 below ("Option Charges") on or before the following dates as shown in Table 2 below. The Option Charges include IBM SaaS Subscriptions through the end of the Term of the SaaS Subscription.

The Option Charges show the SaaS Total Commit Value ("IBM SaaS Charge") billed monthly for the entire commitment amount of the IBM SaaS for which "Included" is shown in the Unit Price column of Table 1 above.

The Option Charges include the IBM SaaS Charge. All other amounts listed on Table 1 above are additional billing amounts beyond the SaaS Charge ("Additional IBM SaaS Charges").

IBM will invoice you separately for the Additional IBM SaaS Charges using the Per Use Prices on Table 1 above pursuant to the section in the applicable SaaS Terms of Use addressing charges and billing. The Unit Prices for the Additional IBM SaaS Charges on the above table are available to you starting on the Provisioning Date until the end of the Term of the SaaS Subscription.

The Option Charges are exclusive of any applicable duties, fees and taxes. You are responsible for any such duties, fees and taxes including, but not limited to, withholding taxes and, if as a result of your moving, accessing or using an Eligible Product across a border, any customs duty, tax, levy or fee (including withholding taxes).

**TABLE 2 – Option Charges**

PAYMENT DATE	PAYMENT AMOUNT
September 4, 2014	\$25,850.00
October 4, 2014	\$25,850.00
November 4, 2014	\$25,850.00
December 4, 2014	\$25,850.00



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<b>PAYMENT DATE</b>	<b>PAYMENT AMOUNT</b>
January 4, 2015	\$25,850.00
February 4, 2015	\$25,850.00
March 4, 2015	\$25,850.00
April 4, 2015	\$25,850.00
May 4, 2015	\$25,850.00
June 4, 2015	\$25,850.00
July 4, 2015	\$25,850.00
August 4, 2015	\$25,850.00
September 4, 2015	\$34,850.00
October 4, 2015	\$34,850.00
November 4, 2015	\$34,850.00
December 4, 2015	\$34,850.00
January 4, 2016	\$34,850.00
February 4, 2016	\$34,850.00
March 4, 2016	\$34,850.00
April 4, 2016	\$34,850.00
May 4, 2016	\$34,850.00
June 4, 2016	\$34,850.00
July 4, 2016	\$34,850.00
August 4, 2016	\$34,850.00
September 4, 2016	\$33,050.00
October 4, 2016	\$33,050.00
November 4, 2016	\$33,050.00
December 4, 2016	\$33,050.00
January 4, 2017	\$33,050.00
February 4, 2017	\$33,050.00
March 4, 2017	\$33,050.00
April 4, 2017	\$33,050.00
May 4, 2017	\$33,050.00
June 4, 2017	\$33,050.00
July 4, 2017	\$33,050.00
August 4, 2017	\$33,050.00
<b>Total</b>	<b>\$1,125,000</b>

**3. Acquisition of Additional IBM SaaS Subscription Renewal Periods.**

Provided (i) your IBM SaaS Subscription has not lapsed; (ii) IBM SaaS Subscription is made generally available for the affected IBM SaaS Product(s) (e.g., product has not been withdrawn); and (iii) you renew the entire IBM SaaS Products listed on Table 3a, prior to the beginning of the applicable Renewal Subscription Period below, you shall be entitled to receive prices not to exceed those listed below for Renewal Subscriptions listed in the below table 3b. Renewal Subscriptions must be ordered directly from IBM for the Renewal Subscription Periods and at prices not to exceed those shown in the Table 3b below by providing written authorization to IBM (e.g., order form, order letter, purchase order) at least thirty (30) days prior to the beginning of the applicable Renewal Subscription Period.

**TABLE 3a – SaaS Products Eligible for Subscription Renewal**

<b>Part Number</b>	<b>Description</b>	<b>Quantity</b>
D0YKMLL	IBM Intelligent City Planning and Operations Premium User on IBM SmartCloud	1
D0YKPLL	IBM Intelligent City Planning and Operations Standard User on IBM SmartCloud	30
D0Z66LL	IBM Intelligent Operations for City Management on IBM SmartCloud Concurrent	1



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**TABLE 3b – Not to Exceed SaaS Subscription Renewal Prices**

<b>RENEWAL SUBSCRIPTION PERIOD START</b>	<b>RENEWAL SUBSCRIPTION PERIOD END</b>	<b>NOT TO EXCEED SUBSCRIPTION RENEWAL</b>
From 1st of Month 37	To End of Month 48	\$460,020.00
From 1st of Month 49	To End of Month 60	\$506,022.00

**4. General**

The terms of this Addendum and the Associated Documents constitute the complete agreement between us regarding this subject matter, and replace any oral and/or prior written communications between us regarding this subject matter. Your use of the IBM SaaS products is subject to the terms of this Addendum and the Associated Documents as if you were acquiring the IBM SaaS separately at the most beneficial price for which you qualify. The IBM SaaS Products provided under this Addendum are governed by the terms and conditions of the IPAA and the applicable Terms of Use. If there is a conflict between the terms of this Addendum and the terms of the Associated Documents, the terms of this Addendum shall prevail. If the Subscription Period of the IBM SaaS extends beyond the End Date of this Addendum, the terms and conditions of the Associated Documents remain in effect until the termination or expiry of the IBM SaaS Subscription Period. This Addendum may not be combined with any allowance, discount, or other offering available for these IBM SaaS products. Once signed, unless prohibited by local law or specified otherwise, any reproduction of this Addendum made by reliable means (for example, photocopy or facsimile) is considered an original.

The parties agree that sections 3.1 and 3.2 of Attachment 1, General Terms of Use, do not apply to this transaction.

Smarter Cities SaaS standard process allows, at any time when the client wants to have a copy of their data from their subscribed SaaS environment, they can use Smarter Cities SaaS customer support portal to submit a service request so IBM can provide a download mechanism to the specified data for them.

For the End of Service process:

- On the 1st day of the last month of the SaaS for the Term listed in Table 1, IBM will send out an end of service notification email to client focal(s). The email will notify client of the end date of the service is the last day of that same month, and inform client to contact IBM if they want to download exported data from their SaaS environment before the 18th day of the same month.
- There is no charge from IBM if the client wants to obtain a copy of their data. IBM will provide choices for the client to obtain their data (in IXF format), could be online download or ship through a device.
- The notification will be repeated 3 times before the last day of the last month of the SaaS for the Term listed in Table 1.

By signing below, each of us agrees to the terms of this Addendum. The prices and terms of this Addendum must be agreed to and signed by you by September 4, 2014 or it is void.

**5. Firm Order Terms:**

I have full authority to commit funding of the Option Charges USD for payment under this Addendum plus any additional on-demand, overage, and partial month charges associated with contracted SaaS on this Addendum on behalf of the City of Fort Lauderdale. All approvals required to issue payment have been obtained. Notwithstanding the terms of this Addendum or our prior practice, payment is not contingent upon issuance of a Purchase Order. This order is firm, irrevocable, and payment is due as specified in the IBM invoice.



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ATTEST:

City of Fort Lauderdale

\_\_\_\_\_  
Jonda K. Joseph, City Clerk

By: \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:

\_\_\_\_\_  
Senior Assistant City Attorney

WITNESSES:

IBM

\_\_\_\_\_  
Signature  
Print Name:

By: \_\_\_\_\_  
Print Name:  
Title:

\_\_\_\_\_  
Signature  
Print Name:

(CORPORATE SEAL)

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as president for International Business Machines Corporation, a New York corporation authorized to transact business in the State of Florida.

\_\_\_\_\_  
(Signature of Notary Public - State of \_\_\_\_\_ )  
(SEAL)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Customer Originating Address:  
100 N. Andrew Avenue  
Fort Lauderdale, Florida 33301

IBM Address:  
6303 Barfield Road NE  
Sandy Springs, Georgia 30328

IBM Customer: 3454115

**After signing, please return this Addendum to the IBM address shown above.**



## IBM International Passport Advantage Agreement Special Terms Addendum

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### ATTACHMENT 1

#### IBM Terms of Use – General Terms

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This IBM Terms of Use - General Terms ("General Terms") applies to all IBM SaaS Offerings and are in addition to the IBM Terms of Use - SaaS Specific Offering Terms ("SaaS Specific Offering Terms"). Acceptance of the SaaS Offering Specific Terms includes acceptance of this General Terms.

#### PART 1 – IBM Terms

##### 1. Non-Disclosure of Content

IBM will not disclose or use Content made available to the IBM SaaS except to operate, maintain, and perform the IBM SaaS or to comply with laws. IBM SaaS will only be operated on systems that comply with the security practices and procedures referenced below.

##### 2. Warranty

IBM warrants that the IBM SaaS will conform to the specifications set forth in Appendix A of the SaaS Specific Offering Terms ("IBM SaaS Specification"). If the IBM SaaS does not function as warranted, and IBM is unable to make it do so, upon Customer request, IBM will give Customer a prorated refund of amounts prepaid by Customer, and Customer's right to use the IBM SaaS will terminate. This limited warranty remains in effect throughout the Subscription Period for the IBM SaaS offering.

##### 3. Emergency Maintenance & Scheduled Maintenance

IBM may perform regularly scheduled maintenance during maintenance windows defined by IBM. Other scheduled and non-scheduled down times may occur. The IBM SaaS will not be available during these times.

##### 4. Updates

The terms of this ToU apply to all enhancements, modifications, variations, revisions, updates, supplements, add-on components, and replacements for the IBM SaaS (collectively, "Updates") that IBM may provide or make available for the IBM SaaS subject to any additional terms provided by IBM applicable to such Updates. IBM has no obligation to, and nothing in these Terms of Use may be construed to require IBM to, create, provide, or install Updates.

##### 5. Updates to Terms of Use

IBM reserves the right to prospectively modify the ToU to the extent necessary to account for any Updates that IBM may make available during the Subscription Period or as required by applicable law, by providing at least thirty (30) days notice of such modified terms to Customer. Subscription renewals will be governed by the ToU in effect at the time of renewal.

##### 6. Enabling Software

Enabling Software is any program or associated material made available to Customer as part of the IBM SaaS. It may only be used for accessing or using the IBM SaaS, and will be subject to an applicable license agreement.

Should Customer's access to the IBM SaaS be terminated, Customer's use of the Enabling Software will also be terminated. Customer must remove all Enabling Software from their systems and, except as otherwise provided by Florida law, destroy all copies.



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### **7. Data Privacy and Data Security**

#### **7.1 Personal Data**

Customer: 1) will obtain all legally required consents before making any Personal Data available to the IBM SaaS, and will maintain those consents throughout the Subscription Period; and 2) will not use the IBM SaaS in conjunction with Personal Data to the extent that doing so would violate applicable data protection laws.

Upon Customer's written request, following termination or expiry of either the ToU or the Agreement, IBM will destroy, except as otherwise provided by Florida law, or return to Customer all Personal Data made available to the IBM SaaS.

Unless expressly stated in the applicable IBM SaaS Specifications, the IBM SaaS is not intended for the storage or receipt of any: 1) Personal Data and other data, the loss of which would trigger a data breach notification requirement, or 2) health information, including without limitation individually identifiable health information as defined under the Health Information Portability and Accountability Act of 1996, as amended.

#### **7.2 Security Practices**

IBM implements and maintains practices and procedures, which may be revised periodically, regarding the systems used to host and operate the IBM SaaS. These practices and procedures are designed to reduce the vulnerability of our systems to accidental loss, unlawful intrusions, unauthorized access, disclosure or alteration or wrongful conduct that may interfere with, misappropriate, or otherwise damage the Content or Customer's use of the IBM SaaS. A description of the practices and procedures applicable to the IBM SaaS, including applicable technical and operational measures, is available to Customer upon request. Customer is responsible for determining whether these practices and procedures are appropriate to meet Customer's requirements. By using the IBM SaaS, Customer acknowledges its acceptance of the IBM practices and procedures and their adequacy for Customer's purposes.

### **8. Compliance with Applicable Export Law**

IBM may use personnel who are located in or are residents of various countries across the world to remotely support the delivery of the IBM SaaS, and Customer represents that no Content made available to the IBM SaaS will require an export license or is restricted from export to any such personnel.

### **9. Suspension of IBM SaaS and Termination**

In the event of a breach of the ToU, Agreement, or Acceptable Use Policy, misappropriation of IBM intellectual property or violation of applicable law by an IBM SaaS User, IBM reserves the right to terminate Customer's access to the IBM SaaS for cause, or suspend or revoke the offending IBM SaaS User's access to the IBM SaaS, or delete the offending IBM SaaS User's Content.

IBM will only terminate Customer's Subscription to the IBM SaaS for cause following prior written notice to Customer, and a reasonable time to cure.



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### ATTACHMENT 2

## IBM Terms of Use – SaaS Specific Offering Terms

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### IBM Intelligent City Planning and Operations on IBM SmartCloud

The Terms of Use (“ToU”) is composed of this IBM Terms of Use - SaaS Specific Offering Terms (“SaaS Specific Offering Terms”) and the IBM Terms of Use - General Terms (“General Terms”).

The ToU is in addition to the IBM International Passport Advantage Agreement, the IBM International Passport Advantage Express Agreement, or the IBM International Agreement for Selected IBM SaaS Offerings, as applicable (“Agreement”) and together with the ToU make the complete agreement. Should a conflict arise between the General Terms and these SaaS Specific Offering Terms, these SaaS Specific Offering Terms will prevail over the General Terms.

Customer may use the IBM SaaS only if Customer first accepts the Terms of Use. By ordering, accessing or using the IBM SaaS, Customer agrees to the ToU.

#### 1. IBM SaaS

The following IBM SaaS offerings are covered by these SaaS Specific Offering Terms:

- IBM Intelligent City Planning and Operations Premium User on IBM SmartCloud
- IBM Intelligent City Planning and Operations Standard User on IBM SmartCloud
- IBM Intelligent City Planning and Operations License and Tax Investigator User on IBM SmartCloud
- IBM Intelligent Operations for City Management on IBM SmartCloud

#### 2. Charge Metrics

Concurrent User is a unit of measure by which the IBM SaaS can be obtained. A Concurrent User is a person who is accessing the IBM SaaS at any particular point in time. Regardless of whether the person is simultaneously accessing the IBM SaaS multiple times, the person counts only as a single Concurrent User. Customer must obtain an entitlement for each simultaneous Concurrent User accessing the IBM SaaS in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means during the measurement period specified in Customer's Proof of Entitlement (PoE) or Transaction Document.

#### 2.1 Charges & Billing

##### 2.1.1 Billing Options

The amount payable for the IBM SaaS is specified in a Transaction Document. The billing options for the IBM SaaS subscription fee are as follows:

- a. Entire commitment amount upfront
- b. Monthly (in arrears)
- c. Quarterly (upfront)
- d. Annually (upfront)

The selected billing option will be valid for the length of the term specified in a PoE or a Transaction Document. The amount payable per billing cycle will be based on the annual subscription fee and number of billing cycles in a year.





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### 2.1.2 Partial Month Charges

The Partial Month charge is a pro-rated daily rate that will be charged to Customer. The Partial Month Charges are calculated based on the remaining days of the partial month starting on the date Customer is notified by IBM that its access to the IBM SaaS is available.

## 3. Renewal of a Subscription Period

### 3.1 Automatic Renewal of a Subscription Period

If Customer's PoE designates the subscription renewal as automatic, Customer may renew Customer's expiring IBM SaaS Subscription Period by written authorization to renew (e.g., order form, order letter, purchase order), prior to the expiration date, in accordance with the terms of the Agreement.

IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE, THE EXPIRING IBM SaaS SUBSCRIPTION PERIOD IS AUTOMATICALLY RENEWED FOR EITHER A ONE YEAR TERM OR THE SAME DURATION AS THE ORIGINAL TERM UNLESS, PRIOR TO THE EXPIRATION DATE, IBM RECEIVES, EITHER DIRECTLY FROM CUSTOMER OR THROUGH CUSTOMER'S RESELLER, AS APPLICABLE, CUSTOMER'S WRITTEN NOTIFICATION THAT CUSTOMER DOES NOT WANT TO RENEW. OTHERWISE, CUSTOMER AGREES TO PAY SUCH RENEWAL CHARGES.

CUSTOMER MAY TERMINATE THE IBM SaaS AT ANY TIME AFTER THE END OF THE INITIAL SUBSCRIPTION PERIOD ON ONE MONTH'S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH CUSTOMER'S IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED CUSTOMER'S WRITTEN AUTHORIZATION (e.g., order form, order letter, purchase order) TO RENEW CUSTOMER'S EXPIRING IBM SaaS SUBSCRIPTION PERIOD. IN SUCH EVENT, CUSTOMER MAY OBTAIN A PRORATED REFUND.

### 3.2 Continuous Billing

If Customer's PoE designates the subscription renewal as continuous, billing will continue following the end of the Subscription Period. Customer will continue to have access to the IBM SaaS and will be billed for usage of the IBM SaaS on a continuous billing basis. To discontinue use of the IBM SaaS and stop the continuous billing process, Customer must provide IBM with ninety (90) days written notice requesting cancellation of its IBM SaaS. Upon cancellation of Customer's access to the IBM SaaS, Customer will be billed for any outstanding access charges through the month in which the cancellation took effect.

### 3.3 Customer Renewal Required

If Customer's PoE designates the subscription renewal as one that terminates, the IBM SaaS offering will not renew at the end of the initial Subscription Period. In order to continue use of the IBM SaaS beyond the initial Subscription Period, Customer must obtain a new subscription for the IBM SaaS. Please contact an IBM sales representative or Customer's reseller, as applicable, to obtain a new IBM SaaS subscription.

## 4. Technical Support

Technical support is provided for the IBM SaaS offering and Enabling Software, as applicable, during the Subscription Period. Technical support is included with the IBM SaaS and is not available as a separate offering. While Technical support is in effect:

- a. IBM provides Customer assistance for Customer's routine, short duration installation and usage (how-to) questions as well as code-related questions.
- b. IBM provides electronic problem reporting and assistance via telephone during the normal business hours (published prime shift hours) of Customer's IBM support center. (This



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assistance is not available to Customer's end users.) IBM provides Severity 1 assistance 24 hours a day, every day of the year.

- c. IBM may request that Customer allow IBM to remotely access Customer's system to assist Customer in isolating the problem cause. Customer remains responsible for adequately protecting Customer's system and all data contained in it whenever IBM remotely accesses it with Customer's permission.

Technical support does not include assistance for 1) the design and development of applications, 2) Customer's use of the IBM SaaS in other than their specified operating environment or 3) failures caused by products and services for which IBM is not responsible under these Terms of Use.

### **5. IBM SaaS Offering Additional Terms**

#### **5.1 IBM SaaS User Profile Information**

If Customer or an IBM SaaS User transmits Content to a third party website or other service that is linked to or made accessible by the IBM SaaS, Customer and the IBM User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Customer and the third party website or service. IBM makes no warranties or representations about such third party sites or services, and shall have no liability for such third party sites or services.

#### **5.2 Service Level Objectives**

The service level objectives for this IBM SaaS are:

- 99.5% availability outside of regularly scheduled maintenance windows.
- Maximum 5 second response time indicating web page activity is occurring.

Service level objectives are a goal and do not constitute a warranty to Customer. There is no refund, credit, or other remedy available to Customer in the event IBM does not meet the service level objectives.



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### IBM SaaS Terms of Use - IBM SaaS Specification

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#### Appendix A

IBM Intelligent City Planning & Operations on IBM SmartCloud provides the following Base Capabilities for all user types:

#### 1. Base Capabilities

- a. Intelligent City Planning and Operations Console – main interface that allows users to view events and event status, geo spatial information (requires integration to a GIS server, not provided with the IBM SaaS), reports for managing Key Performance Indicators (“KPI”).
- b. Allows customers to view correlations, based on time and location, between city data on the city map.
- c. Helps Customer to identify unlicensed businesses and/or businesses without current tax ids by viewing the results analytics that identify patterns across data sources on a web interface.
- d. Allow Customer to raise events when a pattern that may be associated with an unlicensed business is detected.
- e. Allows Customer to display incidents of potential fraud on a map in order to identify geo-spatial patterns in order to help plan responses to incidents.
- f. Allows Customer to View reports about incidents of potential fraud, permits or infrastructure plans.
- g. Allows Customer to View Key Performance Indicators (KPIs) about for the incidents of unlicensed businesses and/or businesses without current tax ids.
- h. Allows Customer to execute Standard Operating Procedures (SOPs) related to potential unlicensed businesses to facilitate coordinated responses to those incidents which helps the Customer to coordinate the response to unlicensed businesses and/or businesses without current tax ids between individuals and departments.
- i. Allows IBM SaaS Users to collaborate using real-time chat capabilities with other IBM SaaS Users on the same Customer SaaS subscription.

#### 2. User Types

##### 2.1 Standard Users

Standard users have access to all Base Capabilities.

##### 2.2 License and Tax Users

License and Tax Users have access to the same capabilities as Standard Users, as well as access to the following License and Tax capabilities:

- a. Helps Customer to identify unlicensed businesses and/or businesses without current tax ids by analytics that identify patterns across data sources, viewed in a desktop or web user interface
- b. Allows customers to create and save search patterns for unlicensed businesses and/or businesses without current tax ids in a desktop client.



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### 2.3 Intelligent Operations for City Management

Intelligent Operations for City Management users have access to the same capabilities as Standard Users and Licenses and Tax Users as well as access to the following Intelligent Operations for City Management capabilities:

- a. Allows customers to retrieve Permit information from a 3<sup>rd</sup> party permit management system and display the information on the map of the city.
- b. Allows customers to add comments to the Permit.
- c. Allows customers to view the area of affect of a Permit and search for potential conflicts that are identified by other data that is displayed on the city map.
- d. Allows customers to take actions against a 3<sup>rd</sup> Party permit management system to set a Permit's state.
- e. Allows customers to profile, visualize and classify all infrastructure assets in the city
- f. Allows customers to perform predictive analysis on asset failure based on performance history, material quality and age of the asset
- g. Allows customers to create customized scenarios which can help them assess needs and apply the appropriate prescriptions to specific assets. This assessment can help customers to determine the best prescription for extending the life of the asset.
- h. Allows customers to create customized scenarios based on the results of the needs assessment to identify and correlate related projects across different asset classes.
- i. Allows customers to create customized scenarios to apply different funding sources for identified projects. Through this process, customers can determine the appropriate budget and funding source to successfully complete the identified projects.

### 2.4 Premium Users

Premium Users have access to the same capabilities as Intelligent Operations for City Management users, as well as, access to the following Premium capabilities:

- a. Allows Customer to create Key Performance Indicators (KPIs) and reports for the incidents of unlicensed businesses.
- b. Allows Customer to create and execute Standard Operating Procedures (SOPs) related to potential unlicensed businesses and/or businesses without current tax ids to facilitate coordinated responses to those incidents.
- c. Allow Customer's IT admin staff to administer the IBM SaaS via administrative interfaces.
- d. Allows the IBM SaaS to import data from Customer's and third parties' systems via integration APIs.
- e. Allows customers to integrate to a 3<sup>rd</sup> Party Permit management system via integration APIs
- f. Allows customers to configure analytics that identify correlations, based on time and location, between city data.

Premium Users cannot submit services requests, add users to the system, change user configurations, or add new screens to the user interface.