

IBM Schedule for ServiceElite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us).

Name and Address of Customer:

Customer Billing Address:

WEBB COUNTY
TAX OFF
1110 VICTORIA ST STE 107
LAREDO TX 78040-4420

Master Services Attachment Number: MAB6MF4
Statement of Work Number: A81PJM
Change Authorization Number:
Customer Number: 09586200

Schedule Number: A81PJM
Revised Schedule: No
Schedule Effective Date: 01/27/2016
Proposal Reference Date: 03/23/2016

Transaction Contract Period:
Start Date: 03/23/2016
End Date: 03/22/2021
Renewal Contract Period: 0 Year(s)

Charge Period Charges / Payment Plan (Inclusive of MES):

WSU One Time Charges: 0.00
HWMA Re-estab One Time Charges: 0.00
SWMA ALF One Time Charges: 0.00
MMS for CISCO HW One Time Charges: 0.00
MMS for CISCO SW One Time Charges: 0.00
One Time Charges: 0.00

Maintenance Charges: 8,823.56
Service Charges: 14,773.89
TOTAL CHARGE PERIOD CHARGES: 23,597.45

Charge Period:
Start Date: 03/23/2016
End Date: 03/22/2021

Accumulated Adjustment Invoicing option: N

Automatic Inventory Increase Option Applies: Price Protection Option: Opt#3 Prepay Price Protection
Machine Maintenance Services Option #1: Y Pricing Method: Line Item
Software Services Option #2: Y

Type of Discount(s) Applied: Term Incentive Special Bid

* Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not sign this Schedule, unless either of us requests it.

Agreed to:

Agreed to:

By: _____

By: _____

Authorized signature

Authorized signature

Name (type or print): _____

Name (type or print): _____

Date: _____

Date: _____

IBM Schedule for ServiceElite

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

Customer No.	Customer Name	Customer Location	Charges
09586200	WEBB COUNTY	1110 VICTORIA ST STE 107, TAX OFF, LAREDO TX 78040-4420	23,597.45
Total			23,597.45

Note: One Time Charges are not included in the Total

IBM Schedule for ServiceElite

Maintenance Machine List

--Eligible Machine Description-- A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date. Reinstating Maintenance Services after a lapse in Services may require payment of additional charges.

Mfg	Type	Mod/ Feat	Add/ Rem	Order/ Serial Number	Related Order/ Serial Number	Product Description	Qty	Type of Svc	Maint. Svc	Charges	Charges Start	Charges Stop
				Specified Location: 09586200		City, State: LAREDO TX 78040-4420						
IBM	3573	L2U		0078R5742		TS3100 TAPE LIBRARY	1	B	1	4,257.54		
IBM	7014	T00		000056A7D		RS/6000 SYSTEM RACK	1	B	1	1,299.12		
IBM	8231	E2B		00007F9DP		POWER 710 AND POWER 730	1	B	1	3,266.90		
Subtotal Without MES										8,823.56		
Subtotal With MES										8,823.56		
Total Charge Period Charges for Maintenance Machine List Without MES										\$8,823.56		
Total Charge Period Charges for Maintenance Machine List With MES										\$8,823.56		

See Legend for Details

IBM Schedule for ServiceElite

Services List

Customer Technical Contact Name (if applicable):
 Customer Primary Technical Contact name :
 Customer Primary Technical Contact phone number :

-----Eligible Machine Description-----

Type	Model	Serial/Order Number	Support Service	Product Group / Service Option	Qty	Charges ⁴	Services Start	Charges Start ⁵	Charges Stop
			Specified Location: 09586200	City, State: LAREDO TX 78040-4420					
			SL STOR MIDRANGE/ENTRY TAPE	MET-MEDIUM CHARGEABLE SYSTEM FULL SHIFT		1,844.63			
3573	L2U	0078R5742	SWMA DB2 WEB QUERY SYS i	P05 CHARGEABLE PROCESSORS FULL SHIFT	1	247.78			09/30/2016 09/30/2016 09/30/2016
8231	E2B	00007F9DP	SWMA FOR IBM i	SOFTWARE MAINTENANCE P05 CHARGEABLE PROCESSORS FULL SHIFT	1	12,681.48			
8231	E2B	00007F9DP			2				
Subtotal						14,773.89			
Total Charge Period Charges for Services List						\$ 14,773.89			

Note: One Time Charges are not included in these totals.
 See Legend for Details

IBM Schedule for ServiceElite

Legends:

¹ Charge adjustments related to inventory and Service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

² TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
This type of repair Service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.
This type of repair Service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

³ MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of Non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Non-IBM Machines - Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

⁴ Charges shown are for the Charge Period

- A (C) indicates a Machine that will have usage charges billed separately.
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service.
- An (F) indicates an assumptive Product included in the total Charge Period Price that has a manually inserted serial number and configuration provided by the customer.
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services coverage.
- A (K) indicates assumptive Products included in the total Charge Period Price that are based on the customer provided configuration.
- An (M) indicates a Miscellaneous Equipment Specification (MES) on order is not installed and applicable pricing not included.
- An (N) indicates that the Product is a non-GSA Schedule item .
- An (O) indicates a one time charge.
- A (P) indicates a Machine or Service with coverage on a non-CHIS contract.
- An (R) indicates the usage charge rate (feet, hours, or impressions) for a Machine under a usage plan.
- An (S) indicates a manual order installation date change.
- A (U) indicates usage charges which are measured in either feet, hours, or impressions.
- A (W) indicates a Machine under warranty.
- An (X) indicates On-order Products which are shown for planning purposes only.
- A (Y) indicates On-order MES Products which are shown for planning purposes only. These charges are included in the related Machine.

⁵ Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates



Statement of Work for ServiceElite

Both of us agree to add the following Services as part of our ServiceElite contract.

Support Line

Support Line is remote assistance with the operation of supported products and system environments (Service). In addition, IBM offers certain optional features as enhancements to this Service. These terms apply for each of these optional features. Supported Eligible Products for this Service are identified at www.ibm.com/services/supline/products/. Refer to the Support Line offering for Eligible Products. Eligible Products for servers are grouped by Operating System (OS) and the server types on which the OS is installed. Eligible Products for storage devices are grouped by IBM storage classification.

IBM Responsibilities

IBM will provide remote assistance (via telephone from IBM's support center, or via an electronic search and questioning capability) in response to requests pertaining to the following:

For all Eligible Products in Client's covered support groups --

1. basic, short duration installation, usage, and configuration questions; and
2. questions regarding IBM Supported Product publications.

For all IBM Eligible Programs in Client's covered support groups --

1. code-related problem questions;
2. diagnostic information review to assist in isolation of a problem cause (for example, assistance interpreting traces and dumps for installation and code related problems); and
3. for known defects, available corrective service information and program fixes as entitled under the terms of the IBM license.

IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide at <http://www14.software.ibm.com/webapp/set2/sas/f/handbook/home.html> for details. A 24x7 (every day of the year) all-severity option may be available for an extra charge.*

For supported RedHat, Microsoft, Ubuntu, SUSE, and VMware products, IBM will assist with isolating the problem cause and provide recovery information, if available from the vendor. If a new (unknown) defect is identified, IBM will report it to the appropriate vendor and notify Client of the report. IBM support is limited to providing updates made available by the vendor. Resolution of defects is the responsibility of the vendor.

For Linux support groups, IBM may make available emergency source code fixes for new defects for supported Red Hat and SUSE Enterprise releases to open source components of the Linux operating system. For Ubuntu Linux distribution, IBM is not authorized to create or make available new fixes. IBM is not a Linux distributor and does not distribute patches, maintenance updates or refreshes. Client must receive maintenance updates and refreshes directly from the Linux distributor under the distributor's terms. IBM makes emergency source code fixes available to the Linux distributors and the open source maintainers for inclusion and distribution as errata updates and patches. IBM will support and maintain these new emergency source code fixes until such time that the Linux distributor or open source maintainer incorporates them or develops an alternate fix and distributes as errata update or patch. At such point, IBM support is complete.

Service is provided solely for Eligible Products located within the United States (USA). For calls that originate from outside of the USA: a) toll free telephone access is not available, b) "local time zone" is defined as the time zone where Client's USA Eligible Programs are installed, Monday through Friday (excluding national holidays), c) replies or other return communication to the caller will be via a USA telephone number provided by Client or electronic means only, d) software "traps" or other tools that may be necessary to diagnose problems will be sent only to the USA Eligible Programs location, e) the diagnosis and repair of data encryption will be discussed only with personnel at the USA Eligible Programs location, and f) all support will be provided in the English language only.

Support via USA Citizens

In addition to IBM Support Line for storage and Linux only, Client may purchase IBM Support via USA Citizens feature, which provides standard IBM software support managed exclusively by USA Citizens located in the continental USA. IBM Support via USA Citizens is available via voice support only during prime shift. Each time Client calls IBM, this feature is engaged only after the caller identifies itself as a Support via USA Citizens Client and IBM verifies Client's entitlement for this feature.

Client Responsibilities

Client:

1. will designate the Primary Technical Contact (PTC), Client's USA based representative to whom IBM may direct general technical information and questions regarding the Eligible Products within the environment, in order to enable effective communication with the IBM support center;
2. agrees to ensure that any access codes IBM provides are used only by authorized personnel;
3. will have valid licensing and subscription in place for Eligible Programs covered by this Service;
4. will provide appropriate remote access to Eligible Products; and
5. is responsible for obtaining all necessary permissions to use, provide, store and process content in Services, maintenance, or Program support, and grants IBM permission to do the same. Client is responsible for adequate content back-up. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

Linux Product Subscription Option

For Eligible Programs in the Linux support group, Client may also order this subscription option as an added Support Line feature. Under this feature, IBM will assist Client in the ordering and receipt of eligible Linux subscription products. Client will identify a subscription coordinator who will be the focal point for all Linux supplier-licensed subscription product orders and deliveries under this Support Line feature.

The Linux supplier-licensed software is directly distributed and licensed by the Linux supplier under the terms and conditions of the supplier's end user license agreement (EULA). While IBM may have placed the order with the supplier for the supplier-licensed software on Client's behalf as a convenience, Client acknowledges and understands that IBM is neither a party to the EULA nor a distributor, licensor, or reseller of the Linux supplier-licensed software. While the Linux supplier may provide Client with certain warranties, representations, or indemnities under the EULA, IBM, as a provider of Services, does not provide, whether express or implied, any warranty, representation, indemnity, or other license with respect to the Linux supplier-licensed software. IBM has no responsibility for claims based, in whole or part, on non-IBM Products.

Termination

Client may terminate Support Line for any support group or any optional feature on 60 days' written notice to IBM, after the first full contract year.

IBM may withdraw Service for a support group on the Eligible Products list on three months' written notice. Other changes to the Eligible Products list are published as they occur. If IBM withdraws Service, or either of us terminates a Support Line service as provided herein, and it is a service for which Client has prepaid and IBM has not yet fully provided the Service to Client, upon request Client will be provided a prorated credit.* This credit applies if IBM withdraws support for an entire support group but not if IBM simply withdraws support for individual products. For the Linux Product Subscription Option, termination by Client is not subject to prorated refund or credit for the prepaid charges.

This Statement of Work, its applicable Transaction Documents, applicable Attachments, and the agreement in effect between us comprise the complete agreement regarding the Services described and replace any prior oral or written communications between Client and IBM. Each party accepts the terms of this Statement of Work by signing this Statement of Work by hand or, where recognized by law, electronically

As used in this Statement of Work, "Client", "Customer", "you" and "your" refer to the contracting entity identified below.

Agreed to:
(Client)

Agreed to:
International Business Machines Corporation (IBM)

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Enterprise Number: 09580812

Reference Attachment number: MAB6MF4

Enterprise address:

Statement of Work number: A81PJM

IBM address: