

IBM Schedule for ServiceElite

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

Customer No.	Customer Name	Customer Location	Charges ⁴
09830342	WEBB COUNTY	1110 WASHINGTON, MIS DEPT LAREDO TX 78040-4471	8,146.00
Total:			8,146.00

Note: One Time Charges are not included in the Total



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.	Service Level Code ²	Maint Svc ³	Charges ⁴	Charges Start ⁵	Charges Stop ⁵
				Specified Location: 09830342		City, State:LAREDO TX 78040-4471						
IBM	8203	E4A		00004A510		IBM HW SUPPORT EXTENSION	1	000	1	4,296.00	04/01/2021	03/31/2022
		0551				IBM HW SUPPORT EXTENSION	1				04/01/2021	03/31/2022
		0595				IBM HW SUPPORT EXTENSION	2				04/01/2021	03/31/2022
		5577				IBM HW SUPPORT EXTENSION	1				04/01/2021	03/31/2022
Subtotal Without MES										4,296.00		
Subtotal With MES										4,296.00		
Total Charge Period Charges for Maintenance Machine List Without MES										\$4,296.00		
Total Charge Period Charges for Maintenance Machine List With MES										\$4,296.00		

See Legend for Details



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 ⁵
			Specified Location: 09830342	City, State:					
			SE FOR IBM i V7R2 - PER PROC			3,850.00	05/01/2021		04/30/2022
				SUPPORT				05/01/2021	04/30/2022
				P10					04/30/2022
				NUMBER OF PROCESSORS					04/30/2022
				NUMBER OF PROCESSORS					04/30/2022
				FULL SHIFT					04/30/2022
8203	E4A	00004A510			1				
Subtotal						3,850.00			
Total Charge Period Charges for Services List						\$3,850.00			

Note: One Time Charges are not included in these totals.

See Legend for Details



Schedule for ServiceElite

Legends:

¹Charge 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)

²SERVICE LEVEL CODE: SERVICE RESPONSE TIME IS AN OBJECTIVE, NOT A GUARANTEE

000 - IBM ON-SITE REPAIR: ON-SITE REPAIR 24 X 7 X 365 STANDARD RESPONSE TIME

If IBM HW Support Extension is on this Schedule, timing and availability of part stocking may vary by location.

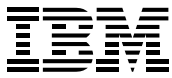
³MAINTENANCE SERVICES

- 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

⁴Charges shown are for the Charge Period

- A (B) indicates a Machine with optional coverage purchased to replace defective or nonworking batteries.
- A (D) indicates a Machine with On-site Problem Determination option: IBM will dispatch a technician to the Machine location for problem determination/source identification, and repair/exchange tasks to restore the Machine to its published Specifications. (24x7 IBM HW MA is a prereq.)
- 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 (S) indicates a manual order installation date change.
- 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.
- A (Z) IBM Support via USA Citizens provides an IBM continental USA Citizen contact to coordinate remote hardware and software support and interact with Client. Client data, including Client submitted data, may be stored and accessed outside the USA and handled by non-USA Citizens, and as such Client should not send any sensitive data to IBM. Client must identify itself as a Support via USA Citizens Client with status verified for each call. Further information about IBM Support via USA Citizens can be obtained from your IBM Sales Representative.

⁵Charges 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.

Hardware Support Extension

1. Scope of Services

Notwithstanding the terms of the Attachment, IBM's sole responsibilities under this Statement of Work (SOW) are limited to the items set forth in this Section 1. Scope of Services.

After IBM has announced End of Service for specified Machines, IBM may offer limited support, to include remote assistance, from IBM's support center or via electronic access, and on-site assistance, in response to Client requests for hardware support on the specified Machines that have reached End of Service (Hardware Support Extension). IBM neither warrants i) uninterrupted or error-free operation of this IBM Service or Machines covered hereunder; nor ii) that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to the Machines. On-site repair is subject to the availability of repair parts and skilled resources and does not include repairs that require Software, Engineering, or Development Support. The covered eligible Machines, Contract Period (the HW Support Extension Effective Date to the HW Support Extension End Date), locations, options selected, and charges, all as applicable, are specified in the applicable Schedule. Newly added Machines are reflected in separate Schedules.

IBM will:

- a. provide remote technical support for problem determination (PD) and problem source identification (PSI);
- b. provide on-site technical resources, if necessary, for hardware defect resolution (for example, but not limited to, the exchange of field replaceable units (FRUs), provided that the parts are generally commercially available); and
- c. determine if an applicable resolution exist, which may include existing patches or workarounds for Client installation.

For the avoidance of doubt, IBM's responsibilities under Hardware Support Extension do not include any: (1) preventive service; (2) support for newly reported defects or previously reported or known defects for which no updates, patches, or fixes were created; (3) engineering change management; or (4) development of any new machine code updates, patches, or fixes (including those designed to address security). IBM publishes its responses to security vulnerabilities at its PSIRT blog found here: <https://www.ibm.com/blogs/psirt/>

2. Client Responsibilities

Client agrees to provide IBM with all relevant and available diagnostic information (including product or system information) pertaining to hardware problems for which Client request assistance.

3. Termination

IBM may withdraw this Service upon one month's written notice to Client. Client may terminate the Service by giving 60 days' written notice to IBM. Client will receive a credit for any remaining prepaid period associated with Services terminated in accordance with this provision. This Service does not automatically renew.

Service Extension Support

Notwithstanding the IBM Software Maintenance terms of the ServiceElite contract or Passport Advantage Agreement, as applicable, the following terms govern Service Extension Support.

1. Scope of Work

Service Extension Support (Service) includes remote assistance (from IBM's support center or by electronic access as specified below) in response to problems discovered after a Product reaches end of service.

Product-specific terms are in Appendix A. Unless otherwise specified in Appendix A, default Service includes usage, known defect, and newly discovered defect support as described below. IBM Software Maintenance or IBM Passport Advantage coverage are prerequisites for this Service.

1.1 Usage and Known Defect Support

IBM will provide assistance for routine, short-duration installation and usage (how-to) questions and code related questions. IBM will also assist on supported product known defects for which corrective service information and fixes are available. This Service does not include preventive service, or the provision of patches, bypasses, or fixes designed to address security.

1.2 New Defect Support

If the supported Product contains defects such that it does not conform to Program specifications when properly used in the supported operating system environment for which the Program was designed, IBM will attempt to provide a corrective restriction, bypass, or fix package, that may require

prerequisite or co-requisite fix packages. IBM may determine that a resolution is not feasible due to size, complexity, or risk factors associated with code implementation and dependent architectural modifications. Any fix is provided at the then-current maintenance level for the supported Product.

2. Client Responsibilities

Client agrees to install fix packages to update software to assist with problem resolution. If the fix package does not pass Client's test, IBM will use reasonable efforts to re-work the problem. Client will maintain IBM Software Maintenance or IBM Passport Advantage coverage as appropriate for the given Product.

3. Termination

IBM may withdraw this Service upon three months' written notice. Client may terminate the Service upon one month's written notice, after the Service has been in effect for at least two months for each of the Eligible Machines and supported Products. Client will receive a credit for any remaining prepaid period associated with the terminated Service. This Service does not automatically renew.

Appendix A: Product Specific Terms

A-1: AIX, i5/OS and IBM i

Refer to the supported Products listing for supported product and end of service details at <https://www-03.ibm.com/services/supline/products/>

Any newly acquired Eligible Machines and supported Products may be added upon written request, and once accepted by IBM will be reflected in the Schedule and may result in changes to the charge for this Service.

A-2: Licensed Program Products

The following support is covered for AIX Licensed Program Products (LPPs) and IBM i LPPs. Refer to the supported products listing for supported product and end of service details at <https://www-03.ibm.com/services/supline/products/>

Any newly acquired Eligible Machines and supported products may be added upon written request, and once accepted by IBM will be reflected in the Schedule and may result in changes to the charge for this Service.

A-2a: AIX Usage and Known Defect Support for (LPPs) Option

If Client has chosen full shift hours of coverage, IBM will use commercially reasonable efforts to respond to all other service calls within four hours.

A-2b: AIX New Defect Support for (LPPs) Option

IBM will provide new defect assistance for Severity 1 and Severity 2 problems on supported Products for which Client is entitled to receive support under the terms of the IBM Program license.

IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit at <https://www.ibm.com/my-support/s/article/support-privacy> apply to the processing of Client's personal data by IBM on behalf of Client in order to provide IBM Services, if and to the extent i) the European General Data Protection Regulation (E/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

This Statement of Work, its applicable Transaction Documents, applicable Attachments, and the Agreement in effect between us are the complete agreement regarding Services and replace any prior oral or written communications between us. Accordingly, neither party is relying upon any representation that is not specified in the complete agreement including, without limitation, any representations concerning 1) levels of service, hours, or charges to provide any Service; 2) the experiences of other clients; or 3) results or savings Client may achieve. 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:

WEBB COUNTY (Client)

Agreed to:

International Business Machines Corporation (IBM)

By

By

Authorized signature

Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Enterprise number: 09580812

Reference Attachment number: 0000MSA

Statement of Work number: AQ30H5

Enterprise address:

IBM address:

MIS DEPT
1110 WASHINGTON
SUITE 304
LAREDO TX 78040-4471

IBM CORPORATION
7100 HIGHLAND PARKWAY
SMYRNA, GA 30082