PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

| Meeting Date: | : 09/23/08 | [X] Consent <br> [ ] Ordinance | I \| Regular <br> [ ] Public Hearing |
| :---: | :---: | :---: | :---: |
| Department | Submitted By: <br> Submitted For: | Palm Beach County ISS Palm Beach County ISS |  |

## I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) Approve Supplement to IBM Corporation Customer Agreement (ICA) for IBM S/390 software programs and support for the period October 1, 2008 through September 30, 2009, in the amount $\$ 307,815$, and; B) authorize the County Administrator or his designee, ISS Director, to increase services, not to exceed $10 \%$ of the contract value ( $\$ 30,782$ ), to provide for any unforeseen changes to the inventory that could arise during the contract period.

Summary: This Supplement to the IBM ICA (R94-247D) provides for the ongoing annual software license charge for our current mainframe processor and data storage equipment. The configuration of the IBM mainframe system software for the coming contract period has been thoroughly reviewed prior to developing this agreement. The maximum amount is structured in two portions: (1) $\$ 307,815$ based on the current inventory of IBM S/390 software and (2) a $10 \%$ contingency, $\$ 30,782$, to provide for any unforeseen changes to the inventory that could arise during the contract period. This supplement covers the period October 1, 2008 through September 30, 2009. Countywide (PK)

Background and Justification: Palm Beach County continues to use IBM software for the mainframe computer and data storage systems, although we are in the last stages of plans to migrate from this server platform.

## Attachments:

1) 2 originals of IBM memorandum dated 09/03/2008 regarding S/390 software
2) 2 originals of current IBM S/390 software schedule for Palm Beach County for FY 2009
3) Copy of IBM Customer Agreement, R94-247D


Approved by:


## II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

B. Recommended Sources of Funds / Summary of Fiscal Impact
C. Departmental Fiscal Review:


## III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

B. Legal Sufficiency:

Thin item complies with current
County policies.

C. Other Department Review:

Department Director

IBM Corporation
Beacon Square
8051 Congress Ave
Boa Raton, Fl. 33487

Sept 3, 2008
Mr. Robert Busch
Information Systems Services
Palm Beach County
301 N. Olive Avenue, Room 801.8
West Palm Beach, FL 33401
Dear Robert:
IBM is pleased to submit the quote for the current configuration of $\mathrm{S} / 390$ and $\mathrm{z} / \mathrm{OS}$ software installed on the 2096-G01 serial number 30EBD for the County's upcoming fiscal year (October 1,2008 - September 30, 2009). The configuration and quote for the monthly amount is attached to this letter for your signature as agreement. This quote and the prices are based on the software profile for Palm Beach County and are reflective of a currency analysis snapshot taken on August 9, 2008.

At your request, the billing schedule for monthly licensed software will be billed quarterly. The quarterly charge is $\$ 75,100.08$, which will result in an annualized charge of $\$ 300,400.32$. In addition, annually licensed software support will be invoiced on October 1, 2008 for a charge of $\$ 7,414$. Therefore, the total amount to be invoiced for the upcoming fiscal year for monthly and annually licensed software will be $\$ 307,814.32$.

The terms in effect for your $\mathrm{S} / 390-\mathrm{z} / \mathrm{OS}$ software are the standard terms found in the IBM Customer Agreement. The attached quote is valid for 60 days.

If you have any questions, please call me at 561-994-9200 or by email mcmahong@us.ibm.com
Sincerely,
Cory Marathon
Gerry McMahon
IBM Coverage Software Sales Representative

I concur with the amount specified and for quarterly billing.

# Palm Beach County ISS 

Attachment \# 2
C/N 6873206

Fiscal 2008 IBM zSeries Software Budget \& Planning Estimate
(October 1, 2008 -September 30, 2009)
August 26, 2008


Note: This estimate does NOT include the former Princeton Softech program, now IBM Hourglass.

These stated prices are for your information only and are subject to change. Applicable taxes are not shown. Licensed Programs are available only under the IBM Customer Agreement, International Program License Agreement, or any equivalent agreement in effect between the customer and IBM.


IBM Senior Software Coverage Representative


##  <br> $$
R 94 \quad 2470
$$



Thank you for doing business with us. We are committed to providing you with the highest quality Products and Services. If, at any time, you have any questions or problems, or are not completely satisfied, please let us know. Our goal is to do our best for you.

This IBM Customer Agreement (called the -Agreement) covers the major business transactions we may do with you, including:
(a) sale or Machines;
(b) license of Programs; and
(c) provision of Services.

We also make several Options available to you concerning the Products and Services we provide under this Agreement, such as volume discounts.

This Agreement and its applicable Attachments and Transaction Documents are the complete agreement regarding these transactions, and replace any prior oral or written communications between us.

By signing below for our respective Enterprises, each of us agrees to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement, an Attachment; or considered an original made by reliable meant didelikymple, photocopy or facsimile) is are subject to it.

Agreed to: (Enterprise name) Palm Batch County


Name (type or print): Mary McCarty
'Dale: MAR 011994
Enterprise number. 6872933
Enlerprisefigdedeas rgopran


1555 Palm Beach Lakes Blvd. Hest Palm Beach, FL 33402
 Infernalióg Business Machines corporation Name llype or print): Pampa NkRSIPuR Date: $\quad$ 22/01/93

Agreement number: 33401


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##  <br> Customer Agreement

Part 1 -General

### 1.1 Definitions

Customerset-up Machine is an IBM Machine that you set up according to our instructions.
Date of installation is the following:

1. For a Machine:-
a. the business day after the day we install it or, if you defer installation, make It available to you for installation:
b. The second business dayiafter the end of a Customer-set-up Machine's standard transl allowance period. Wo'will allocate a reasonable transit allowance period; or
c. the second business day after the arrival of a non-lBM Machine.

2 for a Program, the latest of -
a. the day after its testing period ends (this does not apply to Program Packages):
b. 10 days after we ship it, or 1
c. the day, specified in a Transaction Document, on which we authorize you to make an Additional License Copy or a copy of a Distributed Feature.

Designated Machine is the machine, that you identify to us by type/model and serial (or plant order) number, on which you Intend to use a Program for processing. When we specify that you do not have to provide this identification to us, the term "Designated Machine" means the single machine on which you may use the Program at any one time.
Enterprise is any legal. entry
than 50 percent. The term '" (such as'a corporation) and the subsidiaries it owns by pore the United States or Puerto Rico.
Machine is a machine is
combination of them The terms, conversions, upgrades, elements, or accessories, or any Machine (Including other The term "Machine" Includes an IBM Machine and any non-IBM a equipment) that we may provide to you.
Materials are work product (such as programs, program \|stings, programming tools -documentation, reports, and drawings) that we may deliver to you during a project. The term

> Materials" does not include Programs.

Product is a Machine or a Program!
Program is the following, including features and any whole or partial copies:

1. machine-readable instructions;
2. a collection of machine-readable data, such as a data base; and
3. related licensed materials, including documentation and listings, in any form.

The term "Program" includes an IBM Program and any non-lBM Program that we may provide to you. The term does, not include Licensed internal Code or Materials.
Service is performance of a task dr project provision of advice and counsel, assistance, or use of a resource (such as access to an information data base) we make available to you.
Specifications is a document that provides information specific to a Product. For a Machine we call the document "Official Published Specifications." For a Program, we call it "Licensed Program Specifications" or "Uleanse Information."
Specified Operating Environment is the Machines and Programs with which a Program is designed to operate, as described in the Program's Specifications.

### 1.2 Agreement Structure

## Altachments

Some Products and Services have terms in addition to those we specify in this Agreament
We provide the additional terms in documents called "Allachments," which are also part of this Agreament. For example, we describe the additional terms for speclal projects (such as oint studias) Ir an Altachment. We make the Attachments available to you for signature.

## Transaction Documents

For each business transactlon, we will provide to you the appropriate "Transaction Documents "that confirm the detalis of the transection. Some Transaction Documents requirs signatura, and others do not The following are axamplas of Transaction Documents that
examples of the information they may contain:
committed); and contract-period duration, start date, and total quantity or revenue
2 statements of wo estimated schedule, and chargas).
The following are exampies
the detalls of a transaction, with exinistrative, unsigned Transaction Documents that conflm

1. exhibits (eligible Products by category discountion they may contain: periods):
2. Invoices (ltem, quantity, price, and amount payable); and
J. supplements (Machine quantity and type ordered, price, estimated shipment date, and warranty period). Certain supplements may require signature if requested by either of us.

## Conllicting Terms

If there is a conflict among the lerms in the various documents, those or an Allachen prevall over those of thls Agreament. The those of both of these documents. . The terms of a Transaction Document prevall over

## Our Acceptance of Your Order

A Product or Service becomes subject to this Agreament when we accept your ordar. We accept your order by doing any of the following:

1. sending you a Transaction Document;
2. shipping the Product of
3. providing the Service.

Your Acceptance of Additional Terms
You accept the additlonal terms in an Altachment or Transaction Document by doing any of the following:

1. signing $\mathrm{it}_{\text {: }}$
2. using the Product or Service, or allowing others to do so; or
3. making any payment for the Product or Service.

### 1.3 Delivery

We will use our best eltorts to meet your delivery requirements for Products and Servicas you we ship lo you.

### 1.4 Electronic Communications

Each of us may communicate with the other by electronic means. Each of us agrees to the following for all electronic communications:

1. an identification code (called a "USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity,
2 an electronic document that contains a USERID is a signed writing; and
2. an electronic document, or any computer printout of it is an original w
the normal course of business.

## Electronic Data Interchange

We may provide Electronic
Invoicing and electronic payment Interchange (called "EDI") Options to you. Electronic each of us agrees: payment are examples of these Options. When using EDI Options,

1. When a bank ts
other of any changes to the bank payment process. and charges and to promptly notify the
2 to promptly notify the other of any -changes toss; and
upon which the EDI transactions are based. We will review with you respective responsibilities for the EDI Option you choose.

### 1.5 Prices and Price Changes

The following are the bases on which we may require the amount payable for a Product or
Service to be paid. with an example of each:

1. One-lime (the price of a Machine);
2. recurring (a monthly charge for Maintenance Services); or
3. a combination of both (an Initial charge and a monthly license charge for a Program).

Additional bases for Services, such as Project Support Services', are time-and-materials fixed-price, or any combination of all the bases.
We will specify the amount and basis for the particular Product or Service.
Price Increases
We may increase recurring chard
Support Services, by giving you three and Hourly Services rates and minimums for Project day of the applicable Invoice period months' written notice. An Increase applies on Project ane the effective date we specify in the notice.
without notice. However, an Increase to andy rates (for other than Project Support Services) receive your order before the announcement date oftarges does not apply to you if 1) we occurs within three months after the announcement: 1. we ship you the Product,

2 with our authorization,
Distributed Feature; or
Distributed Feature; or make an Additional License Copy of a Program or a copy of a
J. a Program's group-upgrade charge becomes due.

[^1]
### 1.6 Invoicing; Payment, and Taxes

## We invoice:

. recurring charges (other than usa'ge charges) for a Program and for Maintenance Services in advance for the appllcable invoice period:
2. Project Support Services charges monthly as the work progresses (unless specified otherwise In the Statement of Work). Invoices inelude, as applicable, actual hours expended, and actual travel and living expenses;
3. usage charges following the period in which you incur them; and
4. all other charges when or after you incur them.

For a Product with a ono-ume charge, payment is due on Its Date of Installation. Recurring charges for a Product begin on its Date of mistallation.

Amounts due are payable as we specily in the invoice. You agres to pay accordingly. You also agree to pey amounts equal to any applicable taxes resulting from any transaction under this Agreemant. This does not include laxes based on our net Income. You are rasponsible for personal property taxes for each Produet from the date we ship it to you.

### 1.7 Additional Charges

Depending on the particular Product, Service, or circumstances, additional charges may apply. We charge extra If, for example, 1) we are required to use other than private automobile or scheduled public transportation to provide Maintenance Sarvicas to you or 2) We respond to your request for service of a Machine outslde its standard service perfod. We will notiry you in advance if these charges apply.

### 1.8 Types of Service for Machines

We provide certain types of service for a Machine to keep it in, or restore it to, good working onder. The following terms apply to. Warranty service, Maintenance Services, and other applicable Sorvices.

Dapending on the Machine, the servica may be 1) a "Repalr" service at your location (called "On-site") or at one of our service localions (called "Carry-in") or 2) an "Exchange" service, elther On-slte or Carryth. We will inform you of the avallable types of service for a Machine. Machine and its features havervice from those avallable for the Machine. We require that a都
Under Warranty and Maintenance Services, we offer On-site types of service 24 hours a day, seven days a weak for certain Machines, however, this service period may vary. Camy-in hervice are avallable during the normal business hours of our service locations.
Under Carry-In service, you may dellver the failing Machine, or ship It (prepaid, unless we specily otherwise, and sultably packaged), to a locatlon we designate. After we have repaired or exchanged'the Machine, we will return il to you at our expense.

Under On-sile Exchange service, depending on the nature of the fallure, we may repair the falling Machine al your site instead of exchanging it

When a type of service involves the exchange of a Machine or parh the fiem we replace becomes our property and the replacement becomes yours. The replacement may nol be new, but will be in good working order and at least funclionally equivalent to the llem

We are responsible for loss of, or damage io. your Machine while it is i) in our possession or 2) in transil in those cases where we are responsible for the transportation charges.

## You agree to:

1. obtain authorizalion from the owner to have us service a Machine that you do not own;
2. Where appllcable, before we provide service -
a. follow the problem determination, problem analysis, and service-request procedures that we provide,
b. sécura all programs, data, and funds contained in a machine.
c. Inform us of changes In a Machine's location, and
d. For a Machine with Exchange service, remove all features, parts, options, alterations, and attachments not under our service. You also agree to ensure that the Machine is

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are responsible for the transportation charges; and in transit in those cases where you
4. on complation of Cam operation.

### 1.9 Patents and Copyrights

For purposes of this Section only, the term, "Product" Includes Materials alone or in comblnation with Products we provide to you as a system.
If a third party claims that a Product we provide to
copyright we will defend you against that claim at on you infringes that party's patent or and altomey's fees that a court finally that claim at our expense and pay all costs, damages.
olly awarde, provided that you:
2. allow us to control and
negotiations.
If such a claim is made or appears llkely to be made, you agrea to
continue to use the Product or to modiry it or replace it wite to permit us to enable you to to returnt. If we determine that none of these altematives is one that is at least functionally your net book vuct to us on our written request. We will reasonably avallable, you agree accounting book value for the product, provided you wave then give you a credit equal to tollowed generally-accepted
This is our entire obligation to you regarding any claim of infringement.
Clalms for Which We are Not Responsible
We have no obllgation regarding any claim based on any of the following:

1. your modificatlon of a Product or a Program's use in other than it Environment; we did not provide; or
2. Inifingement by a non-lBM Product alone, as opposed to lts combinallon with products we

### 1.10 Limitation of Llability

Clrcumstances may arise where, because of a default on our part or other liablily. you are entilled to recover damages from us. In each such inslance, reyardiess of the basis on which 1. payments referred to in a

2 bodily injury (including death), and damage to real property and langible personal property; and
3. The amount of any other actual loss or damage, up to the greater of $\$ 100,000$ or the charges (if recurring, 12 months' charges apply) for the Product or Service that is the sublect of the claim.

This limit aiso applies to any of our subcontractors and Program developers. It is the maximum for which we are collectively responsible.

Items for Which We are Not Llable
Under no clrcumstances are we, our subcontractors, or Program developers \|lable for any of the following:

1. third-party claims against you for losses or damages (other than. those under the first two Items listed above):
2. loss of, or damage to, your records or data; or
3. economic consequential damages (including lost pronts or savings) or incidental damages, even if we are informed of their possibility.

### 1.11 Mutual Respionsibilities

Each of us agrees that under this Agreament:

1. neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication;
2. all information exchanged is nonconfidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement;
3. each is free to enter Into similar agreements with others;
4. each granta the other only the licenses specified. No other lleenses (ineiuding llcénses under patents) are granted;
5. each will promptly notlly the other if it becomes aware of any unsafe conditions or hazardous materlals to which the others personnel would be exposed at any of its
6. each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligatlons; and
7. neither of us will bring a legal action more than two years after the cause of action arose.

### 1.12 Your Other Responsibilities

## You agree:

1. not to assign, or. otherwise transfer, this Agreement or your rights under it, delegate your obllgations, or resell any Service, without prior written consent. Any altempt to do so is void:
2. to acquire Machines with the intent to use them within your Enterprise and not for reselling. leasing, or transferring to a third party, unless elther of the following applles -
a. you are arranging lease-back financing for the Machines, or
b. you purchase them without any discount or allowance, and do not remarkel them in competition with our authorized remarketers;
3. to allow us to install mandatory engineering changes (such as those required for safely) on a Machine. Any parts we remove become our property;
4. That you are responsible for the results obtained from the Products and Services:
5. to comply with all appllcable govemment export laws and regulations; and
6. Lo provide us with sumcient, free, and safe access to your facillles for us to fulfill our
obligations.

### 1.13 Your Additional Rights

You may have additional rights under certain laws (such as consumer laws) that do not allow the exclusion or implied warranties, or the exclusion or limitation of certain damages. If these law apply, our exclusions or ilmitations may not apply to you.

### 1.14 IBM Business Partners

We have signed agreements with certain organizations (called "IBM Business Partners"). to promote, market, and support some of our Products and Services. We have chosen these organizations because of their skills and experience in a particular held.

When you order our Products or Services (marketed to you by these organizations) under this Agreement, we connrm that we are responsible for providing them to you under the Warranilas and other terms of this Agreement. We are not responsible for 1) the actions of services that they (and not us) may obligations they may have to you, or 3) any products or ?

### 1.15 Changes to the Agreement Terms

In order to maintain flexibility in our Products, Services, and Options, we may change the terms of this Agreement by going you three months' written notice. However, these changes orders (those we receive apply, as of the effective dale we specify in the notice, only to new as licenses and services.

Otherwise, for a change to be valid, both of us must sign il. Additional or different terms in any order or written communication from you are void.

### 1.16 Agreement Termination

You may terminate this Agreement on written notice to us following the expiration or termination of all your obligations.

Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.
Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply lo respective successors and assignees.

### 1.17 Geographic Scope

All your rights, all our obligations, and all licenses (except for Licensed Internal Code and as specifically granted) are valid only in the United Slates and Puerto Rico

### 1.18 Governing Law <br> The laws or the State of Florida <br> m erk govem this Agreement.

##  <br> Customer Agreement

## Part 2 - Warranties

### 2.1 The IBM Warranties

## Wacranty for IBM Machines

For each IBM Machine, we warrant that IL:

1. Is frea fromidefects in materials and workmanship; and
2. conforms to its Specifications.

The warranty period for a Machine is a specifed, Ined period. We calculate lts explratlon from the Machine's Date of Installation.

During the warranty period, we provide warranty service under the type of sarvice we designate for the Machine or under the alternative service you select under Maintenance
Services.

For us to provide warranty service for a feature, conversion, or upgrade, we require that the Machine on which It Is installed be 1) the designated. serial-numbered Machine and 2) at an engineening-change level compatible with the feature, conversion, or upgrade.

During the warranty pertod, we manage and, Install engineering changes that apply to the Machine.

If a Machine does not function as warranted during the warranty period, we will repalr or replace It with one that is at least functionally equlvalent, without charge. If we are unable to do so, you may relurn il to us and we will refund your money.

## Warrianty for IBM Programs

For each warranted IBM Program, we warrant that:

1. We have the ight to lleense li; and
2. It conforms to lis Specifications.

The warranty period for a Program expires when its Program Services are no longer
avallable.

During the warranty period, we provide warranly service, wilhout charge, for a program through Program Services. Program Services ara ayailable for a warranled Program for a least one year following its general avallabllity. Therefore, the duration of warranty service depends on when you obtain your license.

If a Program does not function as warranted during the first year atter you obtain your licensa and we are unable lo make It do 50 , you may relurn the Program to us and we will refund your money. To be eliglble, you musl have acquired the Program whlle Program Services regardless of the remaining duration) were avallable for th

## Warranty for 18M Services

For each IBM Service, we warrant thal we perform it:

1. In a workmanlike manner, and
2. according $1^{\circ}$ ilts current description (including any Completion Critaria) contained in thls

Agreement, an Allachment, or a Transacllon Documenh

Warranty for Systems

Where we provide Products to you as a system (For example, when we provide Machines and Programs according to our marketing proposal or when we, we warranty is in wo warrant that they are compauble and will operate wilh during a Sarvices pplicabl warranties.

## Warranty for Integrated Systems

For each integrated system
Inlegration Services, we warran dellver to you under a Statement of Work for Systems Products, and nondBM Products containe integrated system (Including any Materlals, 18M the Statement of Work. This warranty is in addilion to its Completion Criteria as specined In
our other applicable warranlles.
Work It begins on the data wegrated system Is a Ixed period as specilled in the Statement of
lingrated system to you.
If any. for the components (includingage the Individual warranties and Maintenance Services If an integrated system does not funt
correct the deflciency without charge. as warranted during ine warranty period, we will integrated system to us and we wlll refund your are unable to do so, you may retum the

## 22 Extent of Warranty

If a Machine is subject to rederal or state
Warranty Included with the Machine applies in placer warranty laws, our statement of limited Misuse, accident, modincatlon, unsula warantles.
other than the Specified Operalling Environment or operalling environment, operatlon in caused by product for which we are not responslble, may void intenance by you, or faliure .
THE IMPUED. WAR REPLACE ALL OTHER
PURPOSE WARRANTIES OF MERCHANTABIUTIES, EXPRESS OR IMPLIED, INCLUDING

### 2.3 Items Not Covered by Warranty

We do not warrant uninterrupted or arror-free operatlon of a Product or Service.
We will idently IBM Products that we do not warrant.
Unless we specily otherwise (for example, in our warranty for integrated syslems), we provide manufacturers, suppllers, or publistien - may provide their own wartanties to you.

##  <br> Customer Agreement <br> Part 3 - Machines

### 3.1 Title

When we accept your order, we agrae to sell you the Machine described in a Tranaaction Docurnent We transfer tille to you or, if you choose, your leseor when we shlp thanamachine. However, we reserve a purchase money securly Interest In the Machlne untll we recelve the become our property, feature, conversion, or upgrade Involving the removal of parts which the removed parts. You agree to sign acuity Interest untll we recelve the amounts due and purchase money security interest aign an appropriate document to permit us to perfect our

### 3.2 Risk of Loss

We bear the risk of loss, for the Machine through its Date of Installation. Thereafler, you
assume the risk.

### 3.3 Production Status

Each Machine is manufactured from new parts, or new and serviceable used parts (which perform like new parts). In some cases, the Machine may not be new and may have been proviously Installed. Regardless of the Mactine's production status, our warranty terms
apply.

## 3.4 - Installation

For the Machine to functlon properiy, It must be installed in a sultable physical environment. You agree to provide an environment meeting our specified requirements for the Machine.
We design our standard installation procedures to ensure that each Machine we Install is in procedures before we consider the Machine lnstalled. We will successfully complete these You are . Mamine Installed.
anable you lo do so) and setting up a Customer-sat-up Machine (we provide instructions lo
Machine Featuras, Conversions, and Upigrades
We sell feature
serial-numbered Machines are not the owner of the Machine) represent that you have the permission of the owner (If you upgrades and 2) Iransfer removed parts to us.
Some of these transactions (called "NetPriced
parts. We provide these (called "Net-Priced" Iransacllons) include associated replacement tranaaclion become our propery an exchange basis. All removed parts in a Net-Priced Install il within 30 days of its delivery a Net-Priced transaction, you agree lo allow us to terminate the Iransaction and you must to recover the removed parts. Otherwise, we may your expense.

### 3.5 Licensed Internal Code

Certain Machines we specify (called "Specific Machines") use Licensed Internal Code (called "Code"). We own copyrights in Code. We own all copies of Code, including all copies made

We will Identify each Specific Machine in a Transaction Document. If you are the rightful possessor of a Specific Machine, we grant you a license to use the Code (or any replacement number, for which the conjunction with, only the Specific Machine, designated by serial at a time.

Under each license, we authorize you to do only the following:

1. execute the Code to enable the Specific Machine, to function according to its
Specincations;
2. make a backup or archival copy of the code (unless we make one available for your use)
provided you reproduce the copyright notice and any make one available for your use). copy. You may use the copy only to replace the original, when legend of ownership on the
3. execute and display the Code as necessary to maintain the Specific Machine

You agree to acquire any replacement for, or additional copy of, Code directly from us in accordance, with our standard policies and practices. You also agree to use that Code under

You may transfer possession of the Code to another party
Specific Machine. If you do so, you must 1) destrother party only with the transfer of the provided by us, 2) either give the other pastry all your copies of the Code that were not destroy them, and 3) give the other party all your IBM-provided copies of the Code or identincation information fled in below. Wa copy of this page with the Specific Machine's terms by initial use of the code. These terms incense the other party when it accepts these Your license terminates when you no (tactfully possess the Specific Machine.

## ActIons You May Not Taka

You agree lo use the Code only as authorized above. You may not do, for example, any of the following:

1. otherwise copy, display, transfer, adapt modify or distribute it
otherwise), except as we may authoph modify, or distribute the Code (electronically or
writing to you;
2. reverse assemble, reverse compile, or otherwise translate the Code:
3. sublicense or assign the license for the Code; or
4. lease the Code or any copy of it.

INFORMATHN FOR SUBSEQUENT LICENSEE OF LICENSED INTERNAL CODE
This page is copied from the IBM Customer Agreement and is provided to
the subsequent licensee when Code is transferred.
The Specific Machine being transferred is identified as:

$$
\begin{aligned}
& \text { Typa/Model_Serial Number_ } \\
& \text { The following definitions are provided for the subsequent license of the Code: } \\
& \text { 1. "We" means Intemational Business Machines Corporation (IBM); } \\
& \text { 2 "Transaction Document" does not. apply to you. The above Type/Model } \\
& \text { and Serial Number Identify the Specinc Machine to you: } \\
& \text { 3. "You" means the subsequent licensee of the Code; and } \\
& \text { 4. "Specifications" means lam". }
\end{aligned}
$$

4. "Specifications" means I8M's Omictal Published Specifications.

##  <br> Customer Agreement <br> Part 4 - Programs

### 4.1 Grant of License

When we accept your order, we grant you a license for the Program. Programs are copyrighted and licensed (not sold). We do not transfer title to Programs to you.

### 4.2 License Details <br> Under each license, we authorize you to:

1. use the Program's machine-readable portion on only the Designated Machine, unless -
a. The Designated Machine is inoperable. You may then use the Program on a backup
Machine,
b. the Designated Machine cannot assemble or compile it on another Machine or compile the Program. You may then
we grant an
Machine in the same or adjoininga." You may then use the Program on any other
d. we grant a "Location License." rooms as the Designated Machine, or

In the same bulling with the same may then use the Program on any other Machine If you change the Designated Mas Mailing address as the Designated Machine.
2. store the Program's Machines associated with the Designated Machine: transmit it through, and display it on,
3. do the following to
a. modify the program's marine use as described above another Program, and machine-readable instructions or data, or merge them' into
b. make coles of the Program, provided you reproduce the copyright notice and any other legend of ownership on each copy or partial copy; and
4. use any portion of the Program we mark restricted tor leM") only 10 -
a. resolve problems related to the use of the Program, and
b. modify the Program so that It will work together with other products.

You agree to comply with any addllional terms
Program's Specifications may additional forms (for example, a usage restriction) that a Program. For an "As is" may contain. We provide the Specifications to you with the "Nollce of Availability." Program, any additional terms are contained in a document called

Actions You May Not Take
You agree not to do any or the following:

1. sublicense, assign, or transfer the license for any Program;
2. distribute any Program to any, third party: or
3. reverse assemble, reverse compile, or otherwise translate any Program.

### 4.3 Distributed Features

Some Programs have features (called "Distributed Features") that are designed fo work will Feature, we authorize you to:

1. make a copy of the Distributed Feature and its documentation; and
2. distribute the copy to, and use it on a Machine outer that

Associated Program. You may use a Machine Other than the Designated Machine of the
using a Machine outside of your Enterprise on only one Machine at a time. Persons
Associated Program.

### 4.4 Additional License Copies

You may order additional license
rather than shipping you another cor Programs. If you prefer, for each license we grant, additional copy (called an "Additional License Copy"). we will authorize you to make an
For some Programs, you
a "OSLO- ll cense). Wo may make a copy under a Distributed System License Option (called (called the "Basic" Ilcanae). while licensed under a DSLO: return for the lesser charge, you agree to do the following

1. have a Basic license for the Program;
2. provide problem documentation and
distribute the Basicilicanse; and - Strive Program Services (if any) only through the
bypass that we provide' for the Basic lIcense.

### 4.5 Program Testing

We provide a testing period for certain Programs to help you evaluate if they meet your
authorize you lo make an for a Program starts 1) 10 days after we ship it or 2) on the day we
Program's lasting period. Additional Ucense Copy. We will inform you of the duration of the
For the Inst order for each Distributed Feature, the testing period is the same as its
Associated Program.
We do not provide a testing period for a Program under a DSLO license.

### 4.6 Program Packages

We provide certain Programs logether with their own license agreements. These Programs
them. This Agreement's patent are licensed under the terms of the agreements provided with
for a Program Package, we may copyright terms apply to IBM Program Packages.

1. Addillonal Ucense Copies specify that:

Program Package's Copies apply, If so,
copy all of the Program Package except that you may not are subject to the terms of the
2. a testing period applies. Ir so ge's printed documentation: and
of the lesiling period, we will refund your money.
If a Program Package has Distributed Features:
Features apply.

### 4.7 Program Protection

## For each Program, you agree to:

1. ensure that anyone who uses it (accessed either locally or remotely) does so only for your authorized use and complies with our terms regarding Programs;
2. maintain a record of all copies; and
. If its a licensed data base, allow access to the information contained in it only to your employees, agents, or subcontractors, and only in support of their work for you.

### 4.8 Program Services

We provide Program Services for warranted Programs and for selected other Programs. ir we can reproduce your reported problem in the Specified Operating Environment we will issue only correction Information, a restriction, or a bypass. We provide Program Services for only the unmodified portion of a current release of a Program.

We provide Program Services 1) on an ongoing basis (with at least six'months' written notice before we terminate services for a Program), 2) until the date we specify, or 3) for a period we

### 4.9 Variable-Charge Programs

We may place a Machine in a Machine group. The charges for some Program licenses depend on the group of the Designated Machine. We call these Programs "Variable-Charge" will specify the group charges include graduated charges and processor-based charges. We will specify the group for a Machine and will inform you of any changes.
For these licenses, the following apply:

1. Ir you change (Including upgrade or, downgrade) a Designated Machine la
another group, you may incur a or, downgrade) a Designated Machine to a Machine in
You agree to promptly notify us of group-upgrade charge or a changed recurring charge.
a date of such a change:
licenses with onetime charges due or paid before group with different charges, Program
Otherwise, our. price change terms apply; and before the reassignment are not affected.
2. If a change or reassignment results in a and
for onetime charges already due or paid.

### 4.10 License Termination

You may terminate the license for a
during the Program's testing period Program on one month's written notice or at any time replace that Program with another we specify, Programs, If you terminate the license and We may terminate any license wo arairge. regarding Programs.

You agree to destroy all copies of the Program within three months after license termination.
However, you may keep a copy in your archives.

## 

## Part 5 - Services

### 5.1 Maintenance Services

You may select the type of service rom those available for the Machine. When we accept your order, we agree to service the Machine described in a Transaction Document: Based on may also perform preventive the Machine to good working order or exchange lt. We replacement of parts. We manage maintenance, including lubrication, adjustments, and We provide Maintenance Services for selected ending changes that apply to the Machine. connected to certain IBM Machines. for selected non-IBM Machines only when they are

We will Inform you or the data on which Maintenance Services begin. We may inspect the condition for service, youth following that date. If the Machine is not in an acceptable for Maintenance Services and we will refund rant it for a charge or 2) withdraw your request
For a Machine under a usage plan amounts you have paid to us for lis service.
last working day of the period that the amour age to provide us with the meter reading as of the maintenance charge covers

In addition. Maintenance Services accessories and certain parts, such as frames and covers. accident modification, unsuitable phot cover service of a Machine damaged by misuse by you, or failure caused by a product for wi operating environment, Improper maintenance

## Alterative Service During Warranty

For certain Machines, at any time during the warranty period, you may select a different type service to Com that which we designate for the Machine. For example, If you prefer Offsite for the Machine and the available able. We will inform you of the available types of service Maintenon for an additional charge. When service periods. We provide the altermallve type Maintenance Services for the Machine under the alternative service ends, we will continue same type of service you selected.
Maintenance Services Termination
You may terminate Maintenance Services for a Machine on ana
under any of the following circumstances:

1. after it has been under Maintenance
2. If you permanently remove it from services for at least six months:
3. as of the effective date of an
4. If you terminate coverage
removal of a Machine type from elloibility or Service Opllon under our terms for 1) Maintenance Services. type from ellgibillty or 2) increased total adjusted charges for

We may terminate Maintenance Services for a Machine on three months' wrillen notice, provided it has bean under Maintenance Services for at least one year.

Either of us may terminate service for any Machine if the other does not meet its obllgallons any applicable credit.

### 5.2 Continuing Support Services <br> We provide Continuing Support Services on a contract-period basis 10 assisi you in such areas as improving the avallabilly or yon <br> areas as improving the availability of your systems and Improving your productivity. We wen

provide the terms specific to a Service in an Allachment. If we make a change to the terms of on Altachment that 1) affects your current contract period and 2) you consider unfavarable, on your request, we will defer it until the end of that contract period.

We will specily the ellgible Products, applicable'prerequisites and minimum commitments, exit-oplion percents, and available contract periods for a Service. We will also inform you the effective date of changes. These changes apply only to orders that we conflrm on or after

When we accept your order, we will confirm the specific detalls of the Service in a Transactlon Document. You may select a start date for the Service that is within three mont following the effective date we specily in the Transaction Document.

During a contract period, we may increase charges. An increase becomes effective on the next anniversary of the start of a contract period, following the effective date we specify in the notice. When an Increase results in a change to your total monthly charge for a Service of date of the ine exit-option parcent we specify, you may terminate that Service on the effective date of the increase. Adjustment or termination charges do not apply in thls casa.

You may request a change to the Services you have selected on one month's notice. If we agree, we will confirm the change to you with applicable adjustments in charges
Each of us agrees to nollify, the other (before your current contract period explres) if they do

## Conunulng Support Services Termination

You may terminata a Continuing Support Service by providing us one month's written notlce upon fulfillment of any minimum commitments.

The termination of Services with contract periods longer than one year results in adjustment charges. In this case, you agree to pay the lesser of

1. the difference between the total charges you paid through the termination date and ínose you would hive paid for the shorter contract period;
2. the monthly charge multiplied by the applicable adjustment charge factor: or
J. the total charges remaining to complate the contract period.

### 5.3 Project Support Services

The Project Support Services we make available to you include providing:

1. Consulting Services, such as reenglnearing businass processas, echnology'straleglas, improving ginearing business processas, linkling business and development and information processing capsoillies: processes, and enhancing appllcation
2. Custom Services, such as manaine
and periorming a project to deliver Materials;
sisting on a technical lask, and
integrated system that mayces, such as acting as a prime contractor to deliver an other llems.
engagement (includiate statement of Work, signed by both of us; for each. Services Services described in the Slatement of Work we accept your order, we agree to provide the

The Statement of Work includes, for example:

1. our respective respansibilitles;
2. The specific conditions (called the "Completion Criteria"), ir any, that we are required to
meet lo fullill our obligalions;

Summary or Project Support Services
The following table summarizes the major Project Support Services we make available to you.


### 5.4 On-line and Other Services

## On-Ilne Services

We make on-line Services available to you, including access to certain of our information data bases. These Services may be available only through selected telecommunications service providers. We provide the terms specific to an online Service in an Allachment.

## Other Services

We make other Services available to you that are not associated with the Services described in this Part. For these Services, we provide all the additional terms in Attachments.
3. an estimated schedule that we provide for planning purposes; and
4. applicable charges (not including taxes) and any other terms.

Each of us agrees to make reasonable efforts to carry out our respective resin according to the estimated schedule. If the Statement of Work contains Completion bolleve that we have not meet each of them. You then have 10 days to Inform Completion Criteria.

## Changes to the Statement of Work

When both of us agree to chang
of the change (called a "Change Aulatement of Work, we will prepare a wrillen descripth Change Authorization prevail over thosation"), which both of us must sign. The terms of . Change Authorizations.

Any change in the Statement of Work may affect the charges, estimated schedule, or other analyze it. We will then scope of the requested change, we may charge you for our effort to perform the analysis only on your written authorization the charges for the analysis. We will

## Personnel

Each of us will authorize a person to represent us during the project Each will 1) address all
notices to the others representative and 2 p promptly noting the project , Each will 1) address all replaced. Each of us is responsible for supervising and controlling only writing if this person is We will try to honor your requests regarding the assignment of our personnel to your project. However, we reserve the right to determine the assignment of our personnel.

## Ownership and Ucense

The Statement of Work will specify it Materials are to be deilvared during the project if identify them as being "Type I Materials," "Type II Mate delivered during the project. It will " and interest (including ownershiled during the project. In which you will have all right, title, grant us 1) an irrevocable, non copyright). Wa will retain one copy of the Materials. You reproduce, display, perform, distrbutelusive, worldwide, paid-up license to use, execute, derivative works based on Type I Materfintamally and externally) copies of, and prepare the former.
Type 11 Material
preexist the project), in which created during the project or otherwise (such as those that ownership of copyright). We well or third parties have all right, tile, and interest (Including Irrevocable, nonexclusive, worldwillver one copy of the Materials to you. We grant you an perform, and distribute (internally only) copies of Type to use, execute, reproduce, display,
any copies made under the licenses copyright notice and any other legend of ownership on
Project Support Services Termination
You may terminate a project on wrillen notice to us. We may terminate a project if you do not
meet your obligations concerning it Upon termination, way will slop our work in an orderly manner as soon as practical.

You agra to pay us for all Services we provide and any Materials we deliver through the project's termination. Payment includes any charges we incur in terminating subcontracts.

## 至童㩧 <br> Customer Agreement <br> Part 6－Options

## 6．1 Volume Discounts

We provide discounts for certain Products based on the volume of business you agree to do based on alther por＂Commilment＂）during a contract period．You may make a Commitment less any discounts or allowances．
contract peciods，upper－imit producls，their categories，available discount percents and pariodically of any changes．Ancents，and adjustment charge factors．We will inform you an existing Commitment only if you avorable change（and all changes related to it）applies to the same，lime．We will also infor accept it in writing．Related changas become eflective at then accept ordera you place for these Products sublaw eligible Products from marketing．We sub／ect to their avallability．
ordered separately from Programs，not discount Program upgrades，Program features conversions，or upgrades．Frograms，accessories，or feid－installad Machine features，

## End User Cortulleation

You agree to acquire the Products for use onily within your Enterpise and not for remarketing We call this representation＂End User Cartification．＂We provide the discounts to you based

## How You May Obtaln the Discounts

If you wish to oblain the discounts，you agres to sign an Addendum specilying＇
Commitment，and selected contract－period start date and duratlon Addendum specilying＇your
During the contract period，you may incease yo
（subject to our approval）by signing a re your Commitment or extend the contract period incresse your Commitmant so thai the a revised Addendum．If you axtend，you agrea to discount percent Any increased the new discount percent is at least equal to your current Date of installation is on or after the date．we receive your signed alligible Products for which

## How We Apply the Dlscounts

We apply the diacount to the single－unit charges of eligibla Products that you acquire from Itme of acquisilloct period．The charges are the lesser of 1）those generally avallable at the Addendum，subject to our price changed charges in effect on the date we recelve the initial放
We count specined Products that you acquire from our authorized remarketers when we Adusiment charges do not apply to these Products．
category．To delermineducts in a dependent category with an associated controlling the discount percent applicable to either calagory，we colling
:

## Price Changes

During a contract period，we may increase or decrease
the now charges as follows：may increase or decrease charges．We apply your discount to
1．We eslablish a maximu
commilted calegory lor charge（called an＂Upper Limil＂）for each Product in a ncreasing the announced charge of a contract perlod．We determine the Upper Limil by
by a certain amount We calculate this amount by mullidying that charge by the upper-limit parcent we specify at the llme of your Commitment:
2. for an Increase, we apply the discount to either the Increased charge or the Upper Limit, whichever is less; and
3. for a decrease, we apply the discount to the decreased charge, provided you accept any related changes in terms we may, have made anter your Commitment. Otherwise, you may select 1) the decreased charre without discount or 2) the discounted eharge avallable to you before the decrease.

## Adjustment Charges

If you have not mat your Commitiment by the end of the contract period, you agree to pay adjustment charpes. The adjustment charge for each Product is elther

1. the difference between' the discounted amount we charged you and the discounted amount which you were entitled to receive; or
2 the result of multiplying the adjustment
percentage points between what we gave you ande factor by the number of discount
particular Product.
For a revenue-based Commitment, the lotal of the adjustment charges will not be more than the difference between your Commitment and the actual revenue you attained

## International Discounts

For our intemational customers,
Commitmants. To allow you to we provide volume discounts based on worldwide modined by a signed international agipate in such a Commitment, this Agreement may be and we will sign the relevant Transacraement. You, your international enterprise coordinator. signing. That Transaction Document bocument unless the coordinator exempts you from

### 6.2 Maintenance Service Options

We provide Maintenance Service Optlons for certain Machines. If you wish to obtain the beneft of lower charges avallable under an Optlon, you agree to assume adottional, specified responsibilltles. We provide the terms specinc to an Option in an Altachment
We will speciry the eligible Machina types, ailibe
parcents and contract-pariods, exit-option per, eliglble lypes of service, availabla discount of each contract period, as applicable any changes. We will defer an unfelo each Option. We will also inform you periodically or end of your contract period, if you request il change (and all changes related to it) unlil the Related changes become effective al the same time.

### 6.3 Payment Options

## Extended Malntanance Option

You may order the Extended Maintenance Option (called the "EMO") for certain Machines Under EMO, we adjust your Maintenance Services char the "EMO") for certain Machines those charges during an available contract period. We calculate the EMO charge for a Machine using the announced Maintenance Services charges and any applicable discounts in coverage has slarchine when coverage begins. EMO charges are not refundable aner

## AMENDMENT TO <br> IBM CUSTOMER AGREEMENT

Palm Beach County and IBM agree that the following tams and conditions amend the IBM Customer Agreement (2125-4575-01 3/93) between Palm Beach County and IBM.

1. Section 1.2 Agreement Structure

2. Section 1.4 Electronic Communications

Delate items 1 and 2 from the first paragraph.
3. Section 1.11 Mutual Responsibilities

Delete Item 7.
4. Section 3.1 Title

Delate the third, fourth and fifth sentences.
5. Section 4.5 Program Testing

Add "at no additional charge" after "Xe provide" in the first sentence. Subsentence. $\quad$ receive it" for " 10 days after we ship it" in the second
S.wisestion 5.1 Maintenance Services


We will specify the ellgible Machine lypes and available contract periods. We will also inform you periodically of any changes, A change applies only to Machines you add under EMO on or after the effeclive date of the change.

The Transaction Document will list the Machines covered and the dates of coverage for the contract period you have selected for each Machine.

You may select EMO in addition to other Maintenance Service Options. We then adjust the
Machine's EMO charge based on the applicable discounts which you are entiled adjust the Under those Options. Whlle under this Option you agree to maintain are entlled to recaive For a Machina not
Installed Machine. coverage star of coverage starts on' its Date of Installation. For an period inctudes the Machine's warranty period
Each of us agrees that if a feature
under this Option. 1) an additional chersion, or upgrade is Installed on a Machine while it is upgrade is subject to the remaining portion of may apply and, 2) the feature, converslon, or
set up, unless wa glve yoge, the increase does not apply to a Machine not yet installed or shipment if we decrease the EMO lise months' notice before its schedulad date or recelve the beneft of the decrease. charge before coverage has begun for a Machine, you We will glve you
end of your contract period wonths noulce of a Machine's ellgibllity for renewal. At the available), unless you request us not to continue Maintenance Services for the Machine (ir
If you tranafar covera
applicable terms of this Agreement Mand a third party. you agree to inform that party 1) or the location of the Machine, and accent and 2) that it must notliy us in writing of the transfer, the coverage under all the Services and other coverage. If that party does not wish to malntain charge, you agree to pay the transfar char Options on which we base the Machine's EMO Invoicing Options

We make Involcing Options available lo you for certain Products and Services to provide lexlbillty in payment lerms. We provide the terms sertain Products and Services to provide We will specify the elligle Produt, periods, Invoicing schedules, and envim, Services, and charges, and the avallable contract also inform you periodically of any changes.
Together, we will estlmate your
use this estimate to determine requirements for the applicable Products and Services. We the schedule you selact. These invoiced arges that we will invoice, distributed according to The Transacion selected Optlon Document, signad by both of us, will list the date from whith selected. Option to you and its other detalls.

### 6.4 Special Options

In order to meet your
these Opllons, we are weiling requirements, we may provide Special Oplions to you. Under will describe our mulual commilments under a sperms and tallor our processes for you. We . $\quad$ commiltments under a Speclal Opition in a Transaction Document.

##  <br> Attachment for Estimated Billing Option

These terms are in addilion to those of the IBM Customer Agreement for any equivalont agreement oy signing the. Signatura Page lor Altaplament lis invoicing Opllons terms. You accept these terms described below.

Under the
cerlain Products and Services. These specily tha Products and Services subject to EBO In a you haxibllity in your payment terms. We will 1. Mutual Responsibllities

Both of us agree that:
we will joinlly do
Machine types or 2) your reqimate of 1) your Services requirements for selaclad locations and equirements for Programs, in sefected locations, subject to monthly
2. on ellher party's request, an adjustment will be made if unforeseen avents in your business or Information system plans occur which, had they been reflected in the your business or charge based on affected the total charge by ten percent or more. We will adjust the totai olal charge will be effective as of for the remaining portion of the contract period. The new For Services, we will adjus! the dale of the event that caused the adjustment.
a. a change in the amount or $\begin{gathered}\text { arge if any of the following occurs: }\end{gathered}$
use which are already subject to EBO:
adjust the lotal Sevices charge iryoutory of selected Machines. However, we will nat
remains in productive use wiltin your Enminate Maintenance Services for a Machine and it
c. an increase or
amoun you use Usage Plan Machines; or
For
For Services and Program Ilcenses included in the initial estlmate, we will use the charges in Included in the inilal ostlmate, we witl to calculate the adjustment. For Program llcenses not revised Supplement to calculate the adjustment.
2. Our Other Responsibilltios

We will:

1. base the total charge for the estimate on current and announced charges that will be in effect period, unlegs we period. We may revise the lolal charge before the start date of a contract the Supplement preparallon dale:
2. revise the lolal charge for Esilta
which you add lo EBO during the coniracl period; and
3. delay an unfavorable change to the expiration of your current contract period.

If we request, you agree to use Programs provided by us for
tracking for Quallied Machines in a netwo provided by us for call placement and problem status additional charge. You agree not to modify these Prog. We will provide these Programs at no coverage, you agree to destroy your copies of the Programs. On termination or expiration of

## Mid-Range System Option

You agree that a Qualified Machine under MRSO is one that meets the following criteria:

1. It Is an eligible processor type located at a Quallied Location and is under

Quelled Location and is under warranty or
2. It is an eligible Machine

Quallfed Location or b) one for
Maintenance Services. We will describe your network coordinator controls all requests for Exhibit.

Eligible processor and Machine types are specified in an Exhibit

## 3. Termination

You may terminate, without additional charge, coverage for a Machine only if:

1. you give us the required notice (specined in a Supplement);

2 you remove it from productive use within your Qualified Location; or
3. we remove it from eligibility.

Otherwise, you agree to pay one month's Maintenance Services charges for the Machine.
You may terminate either Option if a change in discount or Maintenance serves ',
increases your total adjusted charges by ana in discount or Maintenance Services charges 12 -month period. Termination will occur on there than the specified exit-option percent in any the exit-optlon percent during a contract period. effective date of the change. We will not increase If you also wish to terminate Maintenance Services, you must do so under its terms.

## 陣部

Customer Agreement

## Attachment for CSO and MRSO Options

These terms are in addition to those of the IBM Customer Agreement and specifically supplement is Attachments or using, or making any. You accapt these terms by signing the Signature page for any payment for, the Options described below.
We provide two Oplions under which we will reduce Maintenance Services charges for eligible Machines (called "Qualified Machines"), provided you follow the applicable systems management Option (called "Cso") roily in a Procedures Exhibit. You may select either the Corporate Service "MRSO") for eligible mid-range systemstem environments or the Mid-Range System Option (called Quallied Machines be 1) under Onsite environments. Under these Options, we require that the locations within your Enterprise which follow of service and 2) located at, or controlled through, Locations"),

The contract period you select applies to all Machines under an Option. Machines which come under an Option after a contract period has started will assume the remaining portion of that contract period.
Each of us agrees to notify the other (before the current contract period expires) If they do not intend to

## 1. Our Responsibilities

## We will:

1. confirm in a Supplement your start date, and selected Option and contract period;
2. provide Onsite type of service for a Qualified Machine under warta
3. provide you a self-review form, for MRSO determine if a location is a Quallined Lo, to assist you in obtaining the information we need to Location for CSO; we may conduct on-sition. In order to determine if a location is a Qualliled applicable charges in advance; and onsite reviews. If we do so, we will inform you of any
4. adjust your Maintenance Services charges for Qualliad Machines using the applicable discount percents (apecined In an Exhibit. For a Quallined Machine subject to an annual charge, we will

## 2. Your Responsibilities

## Corporate Service Opilion

You agree that a Quallied Machine under CSO Is one that meets the following criteria:

1. It is an eligible System Machine type, located at a Qualined Location; or
2. It is an eligible Network Machine type, controlled through a Quallied Location. You agree to place requests for Maintenance Services only through the Qualified Location.

Eligible System and Network Machine types are specified in an Exhibit.

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## Customer Agreement

Signature Page for Attachments

[^2] Products
－ES／Express Preload（ $Z 125-114-02$ ）
IBM Entry End User／370 License （2125－4379．02）
－Licensed Program Suppor （212S－2920－0s）
－Trial or Loan op Products（Z125－135－05） Rental of IBM Machines（zizs－8201－01）
——Trade－Ins \｛2125－4135－02｜

On－line and Other Sorrices
－FASTService Services（Z125－82a7－02）
amunk Sorvices（Zizs－asss－03）

K－ 12 Perronal Computer installation Sarvicas（zi2s－5003－0）
－Technical Telephone Services
（K． 12 Customers）（zi2s－4090－0）
Service of Non－lBM Machines （Z125－4980－0）

## Options

Central Facilliy Maintenance Service Opllon（zizs－2333－05）
CSO and MRSO Options（zi25－3927－04）
Estimatad Billing Opllon（zizs－i！1e－03）
Volume Malntenance Optlon （Z125－3777－02）
System Services Avallabilly
（Z125－4833－05）
Miscellaneous
Special Prolects（Z125－68s5－0）
Educallonal Allowanca（Z12S：3083－03）
IDNX• Licensed intermal Code （2125－4041－01）
State \＆Local Government（z125－4205－02）

## pport Services Business Recovery Services

 （Z125－8100－9）｜Neiwork Traflic Analysis Services
Problem Management Produclivily Services（2125－4304－02）
SystemXira Services（Z125－1294－05）
SonwareXcel Services（Zi2s－2020－05）

DNX


By signing below for our respective Entar
N＂：Cinkgreement and the included Allachlerpris
－

$\therefore$ ？！．：Patmír Beach County

Name（type or prinil）：Mary McCarty
Dale：MAR $O 11994$
Enlerprise number． 6.872933
Entarprise address：



Denimintrituch
allar signeothity arfaldery
Allar signing，please return a cooy
oale： $12 / 1193$
IBM Customer Agreamant number：

$$
\begin{array}{ll}
33401 & \quad \begin{array}{ll}
1555 & \text { Palm Beach Lakes BIvd. } \\
\because & \text { West Palm Baach, FL } 33401
\end{array} .
\end{array}
$$

shown above．


[^0]:    Alter signing. please return a copy of this Agreement to the local "IBM Ollica address" shown above.

[^1]:    Price Decreases
    You receive the benefit of a decrease in charges for amounts which become due on or after
    the effective date of the decrease.

[^2]:    The following Allachments to the IBM Customer Agreamant contain addillonal terms．Coples of the

