



Change Authorization for ServiceElite

Each of us agrees to amend the referenced Master Services Attachment for ServiceElite ("Attachment") to include:

AIX 5.3 Service Extension Support

1. Scope of Service

Under this Service IBM will provide remote technical support services for basic how-to, usage, known and new defect support for the Eligible Machines and Supported Products. The terms specified in this section "AIX 5.3 Service Extension" are only applicable to this specific Service and will expire when this Service expires.

You will receive AIX 5.3 Service Extension Support for the Eligible Machines and Supported Products that are identified as such within the Schedule. The Schedule will also specify the hours of support coverage for the Eligible Machines and Supported Products as applicable. Any newly acquired Eligible Machines and Supported Products may be added upon your written request, and once accepted by IBM will be reflected via a Schedule and may result in changes to the charge for this Service.

2. Definitions

Full Shift - is 24 hours a day, seven days a week, including national holidays.

Off Shift - is all hours outside of Prime Shift.

Prime Shift - is 8:00 a.m. to 5:00 p.m. in the local time zone where your U.S. based Primary Technical Contact resides, Monday through Friday (excluding national holidays).

Response Time - is the elapsed time between receipt of a submission by IBM Remote Technical Support, and the acknowledgment and initial disposition of the submission.

Severity 1 - is a (Customer Critical Problem) critical business impact which means you are unable to use the program and has no known work around, resulting in a critical disruption to business operations.

Severity 2 - is a significant business impact, which means the program is usable but severely limited.

Severity 3 - is a some business impact, which means the program is usable with less significant features.

Severity 4 - is a minimal business impact, which means the problem causes little impact on operations or that a reasonable circumvention to the problem has been implemented.

Supported Products - refer to the Supported Products listing for the end of service at: <http://www-03.ibm.com/services/si/products/>

Technology Level - is an accumulation of fixes, new device support and programming enhancements that is used for preventive maintenance on AIX.

3. Service Description

3.1 AIX Support

3.1.1 IBM Responsibilities

IBM provides remote usage, known and new defect assistance only to your Information Systems ("IS") technical support personnel. This assistance is not available to your end users. This assistance will provide support to United States ("U.S.") callers only for the U.S. English versions of the Supported Products installed on systems which are physically located in the U.S.

Electronic response is only available during Prime Shift. Electronic access and response details may be found at: <http://www.ibm.com/support/handbook>

Usage and known defect support is available during Full Shift for Severity 1 and during Prime Shift for Severity 2, 3 and 4 problems. New defect support is available during Full Shift for Severity 1 problems and during Prime Shift for Severity 2, 3, and 4 problems.

IBM will:

- provide you with basic, short duration, remote assistance for installation (or reinstallation), usage and configuration questions;
- provide assistance with questions regarding product documentation related to the Supported Products;
- determine an applicable resolution which may include patches or workarounds;
- review diagnostic information to assist in isolation of a problem cause (which would include, assistance interpreting traces and dumps for installation problems); and
- provide assistance on Supported Product known defects for which available corrective service information and program fixes are available and for which you are entitled to receive support under the terms of the IBM Program license.

Response Criteria:

IBM will use commercially reasonable efforts to respond, by telephone, to service calls from you within two hours during Prime Shift. IBM's initial response may result in resolution of your request or it will form the basis for determining what additional actions may be required to achieve technical resolution of your request. During Off Shift IBM will use commercially reasonable efforts to respond to service calls which you specify to be Customer Critical Problems within two hours. Also during Off Shift hours of coverage, IBM will use commercially reasonable efforts to respond to all other severity service calls within four hours.

3.1.2 Your Responsibilities

You agree to:

- have an IBM software maintenance agreement in place for the duration of this Service on the machines listed in the Schedule;
- pay any communication charges associated with accessing this Service unless IBM specifies otherwise;
- ensure you are properly licensed to use all software Supported Products for which you request assistance;
- for usage and known defect support, ensure that systems covered are at Technology Level 10, 11, or 12, and if requested by IBM, you will install the latest available corrective service pack or Technology Level in the event complex debugging or in-depth problem determination is required. For systems at Technology Levels lower than Technology Level 10, usage and known defect support is not available for complex debugging, root

- cause determination or source code analysis. An update to a higher technology level may be required for problem resolution. Current service packs are documented at the fix central website at <http://www-933.ibm.com/support/fixcentral/>;
- e. for new defect support, ensure that systems covered are at Technology Level 12, and if requested by IBM, you will install the latest corrective service pack;
- f. ensure that any access codes IBM provides to you are used only by your authorized personnel;
- g. designate a technically qualified representative (called "Primary Technical Contact") who will be your focal point and to whom IBM may direct general technical information pertaining to your Supported Products. Your Primary Technical Contact and each caller must have sufficient technical knowledge of your Supported Product environment to enable effective communication with the IBM support center;
- h. provide IBM with all relevant and available diagnostic information (including product or system information) pertaining to software problems for which you request assistance;
- i. If requested by you and appropriate, provide IBM with appropriate remote access to your system, if required to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever IBM remotely accesses it with your permission. If you decline providing remote access to your system by IBM, IBM may be limited in its ability to fully provide the Services necessary to resolve the problem and if IBM is unable to do so, IBM will notify you and close out the service call;
- j. use the information obtained under this Service only for the support of the information processing requirements within your Enterprise. You may not resell the Service or use it to provide support to third parties;
- k. provide IBM with written notice of changes to your machine inventory within one month after the change occurs. Such changes may cause a revision to your charges for the Service;
- l. acknowledge and understand that AIX 5.3 Service Extension Support is not designed to support additional software function, new application development, new operating system platforms or new hardware. IBM does not warrant that all defects will be corrected or that the operation of the program will be uninterrupted;
- m. understand that Java support is limited to current levels that are supported on AIX 5.3, as documented at this website: <http://www.ibm.com/developenworks/java/jdk/lifecycle/index.html>;
- n. be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, and import laws and regulations. It is your responsibility to ensure the systems, applications, programs, and data meet the requirements of those laws, regulations and statutes; and
- o. acknowledge that IBM is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for the delivery of Services.

3.1.3 Mutual Responsibilities

Each of us will comply with applicable export and import laws and regulations, including those of the U.S. that prohibit or limit export for certain uses or to certain end users, and each of us will cooperate with the other by providing all necessary information to the other, as needed for compliance. Each of us shall provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

3.1.4 The following items are outside the scope of this Service:

- a. Onsite assistance.

4. Termination

IBM may terminate this Service upon one month written notice to you. You may terminate the Service by giving one month written notice to IBM anytime after this Service has been in effect for at least two months for each of the Eligible Machines and/or Supported Products. You will receive a prorated credit for any remaining prepaid period associated with the terminated Service. This Service does not automatically renew.

This 1) Change Authorization, 2) the referenced Attachment and any prior Change Authorizations that have not been replaced by this one, 3) the Schedule, and 4) the IBM Customer Agreement or any equivalent agreement in effect between us ("Agreement") comprise the complete agreement regarding the Services in this Change Authorization. Each party accepts the terms of this Change Authorization by signing this Change Authorization by hand or, where recognized by law, electronically.

As used in this Change Authorization, "you" and "Your" refer to the Enterprise identified below:

Agreed to:
CITY OF REDLANDS

By [Signature]
Authorized signature

Name (type or print):

Date: 1/29/13

Enterprise Number: 01788317

Enterprise address:

CITY OF REDLANDS
MUNICIPAL UTILITIES DEP
35 CAJON ST STE 15A
REDLANDS CA 92373-4746

Enterprise telephone number:

Agreed to:
International Business Machines Corporation

By [Signature]
Authorized signature

Name (type or print): Barbara A. Fuller

Date: March 12, 2013

Reference Attachment number: MAM98JF

Change Authorization number:

IBM Address:

IBM CORPORATION
4111 NORTHSIDE PARKWAY
ATLANTA, GA 30327

ATTEST:

[Signature]



Invoice **MN0000000771**
Date **1/31/2013**
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Please remit to:
 62130 Collections Center Drive
 Chicago, IL 60693-0621

Bill To
City of Redlands Rosemary Hoerning 35 Cajon Street Suite 15A Redlands, CA 92373 USA

Ship To
City of Redlands Rosemary Hoerning 35 Cajon Street Suite 15A Redlands, CA 92373 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	RED100		LOCAL DELIVERY	Receipt

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	TPM	Avnet/IBM Production Server Maintenance for the period Feb-1-13 to Jan-31-14	US\$ 3,709.67	US\$ 3,709.67
			Subtotal	US\$ 3,709.67
			Misc	US\$ 0.00
			Tax	US\$ 0.00
			Freight	US\$ 0.00
			Trade Discount	US\$ 0.00
			Total	US\$ 3,709.67

Invoice Questions? Please call Morgan Russell at 613-226-5511 ext 2502 OR e-mail
 mrussell@harriscomputer.com