

IBM Schedule for ServiceElite

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

| Customer No. | Customer Name | Customer Location | Charges ⁴ |
|---------------|------------------------------|---|----------------------|
| 09961190 | YONKERS CITY SCHOOL DISTRICT | 1 LARKIN CTR FLR 2, YONKERS NY 10701-7044 | 10,066.50 |
| Total: | | | 10,066.50 |

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: 09961190 | | City, State:YONKERS NY 10701-7044 | | | | | | |
| IBM | 3490 | F01 | | 0000F8829 | | MAGNETIC TAPE SUBSYSTEM | 1 | 000 | 1 | 3,780.00 H | | |
| IBM | 9348 | 002 | | 000037391 | | MAGNETIC TAPE UNIT | 1 | 000 | 1 | 2,043.00 H | | |
| IBM | 9406 | 170 | | 00002X6NM | | AS/400 E-SERVER | 1 | 000 | 1 | 2,173.50 EH | | 01/31/2020 |
| | | 2160 | | | | MODEL 170 PROCESSOR | 1 | | | | | 01/31/2020 |
| | | 6385 | | | | 13GB 1/4-INCH CARTRIDGE TAPE | 1 | | | | | 01/31/2020 |
| | | 7101 | | | | SYSTEM UNIT EXPANSION | 1 | | | | | 01/31/2020 |
| IBM | 9406 | 170 | | 00002X6NM | | IBM HW SUPPORT EXTENSION | 1 | 000 | 1 | 2,070.00 | 02/01/2020 | 06/30/2020 |
| | | 2160 | | | | IBM HW SUPPORT EXTENSION | 1 | | | | 02/01/2020 | 06/30/2020 |
| | | 6385 | | | | IBM HW SUPPORT EXTENSION | 1 | | | | 02/01/2020 | 06/30/2020 |
| | | 7101 | | | | IBM HW SUPPORT EXTENSION | 1 | | | | 02/01/2020 | 06/30/2020 |
| Subtotal Without MES | | | | | | | | | | 10,066.50 | | |
| Subtotal With MES | | | | | | | | | | 10,066.50 | | |
| Total Charge Period Charges for Maintenance Machine List Without MES | | | | | | | | | | \$10,066.50 | | |
| Total Charge Period Charges for Maintenance Machine List With MES | | | | | | | | | | \$10,066.50 | | |

See Legend for Details

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.

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.

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 and supplement the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) applies to Client Personal Data, as described in the DPA.

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

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

Agreed to:

YONKERS CITY SCHOOL DISTRICT (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: 00304297

Reference Attachment number: MAV1R9L

Statement of Work number: AK6WKY

Enterprise address:

IBM address:

1 LARKIN CTR FLR 2
YONKERS NY 10705

IBM CORPORATION
7100 HIGHLAND PARKWAY
SMYRNA, GA 30082