



January 5, 2010

Ms. Carol Holub  
Fort Bend County, M.I.S.  
500 Liberty, Suite 212  
Richmond, TX 77469

Dear Carol:

Thank you for allowing Sirius to provide pricing for IBM IIW Maintenance at Fort Bend County as follows:

**Sales Price:**           \$22,460.66 - Information Technology Administration Invoice  
                              \$18,947.65 - Sheriff's Department Invoice  
                              \$ 1,370.02 - District Attorney Invoice  
                              **\$42,778.32 Total Contract Price**

**Coverage dates:**     **3/11/2010 through 3/10/2011**

**Payment type:**       **1 Year Prepay**

**Service type:**       **Hardware Group B – On-site repair/exchange services, 7 days/week,  
24 hours/day, with 4hr target response time.**

A listing of the covered equipment and item level pricing detail is reflected in Exhibit A.

Our CMBL Vendor ID with the State of Texas is 1742836721700. IBM Services may also be procured through our TXMAS contract, TXMAS-4-70080, which seems to be the preferred path taken by other public entities that we serve. You can review either of these contracts in more detail by visiting the Solutions section of [www.MySiriusZone.com](http://www.MySiriusZone.com) and selecting the Government Solutions link. In addition, you may choose to submit a Purchase Order directly to Sirius Computer Solutions, using the terms of our pre-negotiated Customer Agreement.

I hope that this proposal meets your needs. Please call me with any questions, or if you would like to receive the paperwork to process this renewal as proposed.

Sincerely,

*Audrey Gibson*  
Account Executive  
713-463-1605



## Exhibit A - Covered Equipment Listing

### Equipment Located in IT Department

#### Information Technology

Machine/Type	Model	Serial #	Service	List	Price
3174	01R	0000C5219	Controller on mainframe	\$277.98	\$234.97
3174	13R	0000N3942	Controller on mainframe	\$447.97	\$378.66
4527	N01	991VZ7C	Mainframe laser printer, Infoprint 1332 on mainframe	\$502.76	\$484.16
6400	15	0001P0785	IBM line printer on network	\$1,936.74	\$1,865.08
7026	H80	10695	RS6000	\$3,395.26	\$2,869.93
3581	H17	21533	Tape Drive on RS6000 H80	\$3,645.59	\$3,081.53
7133	20	A4004	SSA Disk on H80	\$2,307.35	\$1,950.35
7133	D40	KK039	SSA Disk on H80	\$2,307.35	\$1,950.35
7028	6E1	1360A	P610 Server	\$2,259.53	\$1,909.93
7038	6M2	4AEEC	P650 Server	\$6,115.07	\$5,168.93
7014	T42	0EA3B	RS6000 System Rack for P650	\$442.34	\$373.90
2104	DS4	LQ207	Disk Drawer on P650	\$2,594.27	\$2,192.88

#### Sheriff's Office

Machine/Type	Model	Serial #	Service	List	Price
7025	6F1	00008461A	RS6000	\$4,148.44	\$3,506.58
7025	6F1	00008F73A	RS6000	\$3,574.59	\$3,021.52
7014	T00	00000167F	RS6000 System Rack	\$382.56	\$323.37
7026	H80	00002596F	RS6000	\$2,450.80	\$2,071.60
7026	H80	00002603F	RS6000	\$2,450.80	\$2,071.60
7133	T40	0000HE062	Serial Disk System	\$2,307.35	\$1,950.35
7337	305	00005440B	Digital Linear Tape Library	\$4,746.20	\$4,011.85
7205	440	0000K1110	External DLT Tape Drive	\$1,709.59	\$1,445.08
7206	220	0000M1513	External DLT Tape Drive	\$645.58	\$545.69

#### District Attorney

Machine/Type	Model	Serial #	Service	List	Price
6400	10	0000E9243	Printer	1422.66	1370.02



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## Master Services Attachment for ServiceElite

### 1. Scope of Services

IBM will provide you Services as described in this Attachment and, if applicable, its Statements of Work and Change Authorizations to support your hardware and software products (called "Eligible Machines," "Eligible Programs," and together "Eligible Products"). Services are available for Eligible Products normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

IBM will identify the Eligible Products, the Services that apply to them, and the Services transaction contract period in Schedules that reference this Attachment and any associated Statements of Work and Change Authorizations. Each Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.

The specific terms regarding Eligible Machine Services and Eligible Program Services contained in this Attachment and its Statements of Work and Change Authorizations apply only when you have contracted for an associated Eligible Machine maintenance Service or Eligible Program support Service as specified in a Schedule.

### 2. Sales through IBM and IBM Business Partners

You may acquire Services through IBM or an IBM Business Partner, or their designee, authorized to resell IBM Services. IBM Business Partners establish the price and general business terms at which they market the IBM Services to you and they will communicate these directly to you for all transactions they initiate with you. However, IBM establishes the terms of each Service IBM provides and our general business responsibilities associated with these Services. Therefore, IBM will provide the Services, as described in this Attachment and its associated Statements of Work and Change Authorizations (and their Schedules).

Whenever IBM is required to provide notification to you or you are required to provide notification to IBM, each of us also agrees to notify the applicable IBM Business Partner engaged in the transaction.

In the event that you have contracted through an IBM Business Partner that is no longer able to offer IBM Services for any reason, IBM will so notify you in writing. You may continue to receive the Services by instructing IBM to transfer administration of the Services to either 1) another IBM Business Partner of your choice (who may require you to first execute one of their agreements) that is approved to offer you IBM Services, or 2) IBM under a standard direct marketing relationship that enables IBM to generate charges and invoicing.

IBM is not responsible for 1) the actions of IBM Business Partners or their designees, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Attachment and its associated Statements of Work and Change Authorizations, 2) Schedules to this Attachment and its associated Statements of Work and Change Authorizations, 3) supplemental terms referenced in this Attachment and its associated Statements of Work and Change Authorizations, and 4) the IBM Customer Agreement (or any equivalent agreement in effect between us) identified below. By signing below, both of us agree to the terms of this Attachment without modification.

As used in this Attachment, "you" and "your" refers to the Customer Company identified below.

Agreed to:  
FORT BEND COUNTY

By

Name (type or print): Gilbert J. Jarama

Date: 6-30-05

Customer Company address:

500 LIBERTY STREET  
RICHMOND, TX 78218

Telephone number:

Billing Address:

FORT BEND COUNTY

Agreed to:  
International Business Machines Corporation

By

Name (type or print): James P. Peters

Date: 8-3-05

Attachment number:

Agreement number:

Customer number: TTE340GV

IBM Address:

IBM CORPORATION  
4111 NORTHSIDE PARKWAY  
ATLANTA, GA 30327

## IBM Responsibilities

When you contract for an applicable Service, IBM agrees to deliver the Service in accordance with the terms and responsibilities identified in the Service description set out in this Attachment or an associated Statement of Work or Change Authorization. For basic maintenance of IBM Machines, the Service description is set out in our Agreement (referenced in the signature block above).

## Your Responsibilities

When you contract for an applicable Service, you agree:

1. to provide IBM with an inventory in which you identify all Eligible Products to be covered at each Specified Location and to notify IBM whenever you wish to move, add, or delete Eligible Products at an existing Specified Location or set up new Specified Locations;
2. to return to IBM all defective CRUs (from covered Eligible Machines) within 30 days of your receipt of the replacement CRU. A "CRU" is a Machine part which is designated as a Customer Replaceable Unit (e.g. keyboards, memory, or hard disk drives). IBM provides CRUs to you for replacement by you;
3. that when the Service includes IBM providing you with access to electronic diagnostic tools, information databases, or other Service delivery facilities, you will limit the use of these to only those who are authorized to use them under your control and only in support of Eligible Products and Services identified in Schedules;
4. to provide IBM with information it requests which is related to its provision of the Services to you and notify IBM of any changes;
5. to allow International Business Machines Corporation and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors acting on IBM's behalf, IBM Business Partners who promote market, and support certain IBM products and services, and assignees of International Business Machines Corporation and its subsidiaries for uses consistent with our business relationship;
6. to pay any communications charges associated with accessing these Services unless IBM specifies otherwise; and
7. to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise.

## Automatic Inventory Increase for Machine and Software Maintenance Service

If specified as a selected option in the Schedule, IBM will automatically increase the inventory count and associated maintenance Services at Specified Locations per the terms set out below.

### OPTION #1 - MACHINE MAINTENANCE SERVICES

IBM will automatically increase the inventory count and associated Machine maintenance Services whenever:

1. an Eligible IBM Machine is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period. IBM Machines specifically excluded from coverage at transaction contract period start will remain outside the scope of this Section unless you request IBM add them during the transaction contract period. However, all Eligible IBM Machines added to your inventory during the transaction contract period will be included in the inventory count and receive maintenance Services as set out in this Section.
2. an Eligible non-IBM Machine, of the same type as other non-IBM Machines already covered at that Specified Location, is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period.

The maintenance Services that apply for these Machines will be the same as that which you are receiving for all other Eligible Machines of the same type at the Specified Location.

Newly installed IBM Machines of the same type for which you have already selected Warranty Service Upgrade will be added at date of actual installation and will be covered at the same Warranty Service Upgrade support level.

If at any time either of us requests a review of the inventory count, each of us will cooperate in updating the last formal inventory.

### OPTION #2 - SOFTWARE MAINTENANCE SERVICES FOR AIX OPERATING SYSTEMS, OS/400, i5/OS, AND SELECTED PRODUCTS

IBM will automatically increase the inventory count and associated software maintenance Services whenever an Eligible Program licensed for use on an Eligible IBM Machine is added to the inventory. If the Program is covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then software maintenance Services via ServiceElite will commence at the expiration date of that support period. If the Program is not covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then software maintenance Services via ServiceElite will commence immediately and After License Fees may apply.

The software maintenance Services that apply for these Programs will be the same as that which you are receiving for all other copies of the Program licensed for use on Eligible IBM Machines of the same type at the Specified Location.

If at any time either of us requests a review of the inventory count, each of us will cooperate in updating the last formal inventory.

## Charges and Payment

For sales through IBM, your charges are calculated taking into account your Service selections, price protection option, payment option, and for prepayments, length of the prepay period. You agree to pay by electronic funds transfer (to an account specified by IBM) or other means acceptable to IBM.

**FOR EACH TRANSACTION PACKAGE YOU MAY SELECT ONE OF THE FOLLOWING 3 PRICE PROTECTION OPTIONS. YOUR SELECTION WILL BE SPECIFIED IN THE SCHEDULE ASSOCIATED WITH THAT TRANSACTION PACKAGE.**



#### OPTION #1 - PRICE PROTECTION DURING EACH TRANSACTION CONTRACT YEAR ONLY

IBM may revise charges. However, any rate increase will not take effect until the next yearly anniversary of the start of the transaction contract period. At the start of each transaction contract year, you will be invoiced at the charge rates that are then in effect and that invoice will serve as your notice of charge rate changes.

All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at the previous yearly anniversary of the start of the transaction contract period. Eligible Products and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date.

#### OPTION #2 - PRICE PROTECTION FOR ENTIRE TRANSACTION CONTRACT PERIOD, INCLUDES PROTECTION FOR NEWLY ADDED MACHINE TYPES

For the entire transaction contract period, charges for included Eligible Product configurations and Services will not increase. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start. Eligible Products and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date. You will receive the benefit of a decrease in applicable charges for amounts which become due on or after the effective date of the decrease.

#### OPTION #3 - PRICE PROTECTION FOR TRANSACTION CONTRACT PERIOD PREPAY

Since you have selected to prepay for the entire transaction contract period, you will not be subject to increases in charges (during that period) for included Eligible Product configurations and Services. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start with adjustment for the reduced prepay period. Eligible Products and Services that become generally available during the transaction contract period will be added subject to the charge rate that applied on their initial availability date with adjustment for the reduced prepay period. If you elect to have these charge terms apply for charges during any renewal transaction contract period (as recalculated at the start of each renewal period), you must provide IBM written notification (at least one month prior to the start of the renewal period) and prepayment for the entire renewal period. Otherwise, charges for the renewal period will revert to a quarterly billing cycle under the terms set out for Option #1 above.

FOR EACH TRANSACTION PACKAGE, ONE OF THE FOLLOWING TWO CHARGE ADJUSTMENT OPTIONS WILL APPLY BASED ON YOUR SELECTION OF PRICING METHOD SPECIFIED IN THE SCHEDULE, EITHER LINE ITEM PRICING OR BOTTOM LINE PRICING.

#### OPTION #1 - LINE ITEM PRICING...ADJUSTMENT MADE AS CHANGES OCCUR

Total Services charges may be adjusted whenever:

1. a review of the inventory count indicates a change from the last accounting; or
2. a Specified Location, Eligible Machine type, or Service is added, deleted, or changed.

For all Service charges based on usage, upon IBM's request you will provide IBM with the actual meter reading recording the actual usage.

#### OPTION #2 - BOTTOM LINE PRICING...CHARGES ESTIMATED AT YEAR START AND ADJUSTMENTS MADE AT YEAR END

Total Services charges are estimated for each new transaction contract year based on your Eligible Product inventory and selected Services at transaction contract year start. IBM specifies applicable charges for the current transaction contract year and the associated payment option in the Schedule. At transaction contract year end, IBM will adjust that year's total charges based on changes to your Eligible Product inventory and selected Services during that year. You will be billed or credited for all applicable adjustments. In addition, either of us may request a revised Schedule be issued at any time during the transaction contract year to reflect significant changes that have occurred in your Eligible Product inventory and level of Services.

Whenever usage charges apply, IBM calculates the initial transaction contract year charge based on a mutually agreed to usage estimate. Upon IBM's request, you will provide us with the actual meter reading recording the actual usage. The estimate for each subsequent transaction contract year will be based on a combination of the previous year actual usage for 11 months and a projection for the last month of the transaction contract year. At the end of each transaction contract year, IBM will adjust that year's total usage charges based on actual usage. You will be billed or credited for all applicable adjustments.

Prior to the end of each transaction contract year, IBM will provide you with a revised Schedule for the next year based on then current inventory and selected Services.

For sales through IBM Business Partners, your IBM Business Partner sets the charges and terms governing charges. Your IBM Business Partner may impose an additional charge for some actions, e.g., termination, or for IBM's provision of some additional services, e.g., Service upgrades. These actions or additional services are identified in this Attachment and its associated Statements of Work and Change Authorizations with an asterisk (\*). Where you see an asterisk, check with your IBM Business Partner to determine if you will incur an additional charge or may be entitled to a credit or refund. You will make payment directly to your IBM Business Partner.

IBM may charge you directly for certain expenses IBM incurs in performance of a Service for you (e.g. actual travel and living expenses, out-of-pocket expenses). IBM will not incur these expenses without your prior approval.

## 7. Renewal and Termination

IBM will automatically renew Services unless you request otherwise. For each transaction the Schedule will specify the number of years (0 or greater) in the Renewal Contract Period. Whenever this number is greater than 0, IBM will renew the applicable Services at the end of the transaction contract period for the number of years specified. Thereafter, IBM will automatically renew the Services for same length periods unless you notify IBM in advance of your desire to change the length of the renewal. Your charges will be recalculated at the start of each renewal period. For sales through IBM, the new charges will be based on the length of the Renewal Contract Period and then current charges associated with your contracted a) Services, b) price protection option, and c) payment option. Either of us can select not to renew, by providing written notification (at least one month prior to the end of the current transaction contract period) to the other of their decision not to renew.

One of the following termination provisions will apply based on the length of the transaction contract period specified in the Schedule.

#### PROVISION #1 - ONE YEAR TRANSACTION CONTRACT PERIOD



You may terminate Services for an Eligible Product, on notice to IBM, if you permanently remove it from productive use within your Enterprise. You may also terminate Services by providing IBM one month's written notice, after the Services have been under contract for at least one year. You will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with this provision."

#### **PROVISION #2 - MULTI-YEAR TRANSACTION CONTRACT PERIOD**

You have committed to continue Services for the entire transaction contract period. However, you may terminate Services for an Eligible Product, on notice to IBM, if you permanently remove it from productive use within your Enterprise. Otherwise, if you choose to terminate Services and these are not being replaced by equivalent Services, you may do so by providing IBM one month's written notice, after the Services have been under contract for at least one year, and paying an adjustment fee equal to    ("\*\*\*") months' charges."

**\*\*\* NUMBER OF MONTHS EQUAL TO NUMBER OF YEARS IN THE TRANSACTION CONTRACT PERIOD. FOR EXAMPLE, "3" MONTHS IF THE TRANSACTION CONTRACT PERIOD IS 3 YEARS.**

After allowing for applicable adjustments, you will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with this provision."

## **Services**

#### **Warranty Service Upgrade**

For certain Eligible Machines, you may select a Service upgrade from the standard type of warranty Service for the Machine. IBM provides Service for Machines as described in our Agreement but charges for the upgrade in type of Service during the warranty period.

You may not terminate the Service upgrade or transfer it to another Machine during the warranty period. When the warranty period ends, the Machine will become part of your standard inventory count and will convert to maintenance Service at the same type of Service you selected for warranty Service upgrade.

#### **Maintenance of IBM Machines**

IBM will provide Service for Machines, as described in our Agreement, for those Eligible IBM Machines specified in the Schedule.

#### **Maintenance of Non-IBM Machines**

IBM will provide Service for Machines, as described in our Agreement, for those Eligible non-IBM Machines specified in the Schedule. Unless specified otherwise in the Schedule, Service is provided only for the manufacturer's base configuration for each covered Machine model. You are responsible for following the manufacturer's and IBM's provided guidelines pertaining to operator responsibilities, maintenance procedures, and supplies prior to placing a Service request.

Repair of non-IBM Machines is subject to the availability of repair parts and any technical support required of the original manufacturer. Repair parts will be functionally equivalent to those replaced. They may be new or used and may have been manufactured by other than the original manufacturer. You may request that IBM use repair parts manufactured by the original manufacturer when these are available, but there may be an additional charge for these parts."

IBM's support does not cover:

1. Machine installation, engineering change activity, or preventive maintenance;
2. correction of date related errors. IBM will make the final determination of whether a date related error is the source of the problem;
3. service of microcode or firmware;
4. service of features, parts, or devices not supplied by either a) the Machine's original manufacturer or b) IBM during the performance of this Service;
5. service for accessories, supply items, and certain parts, such as batteries, frames, and covers;
6. service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
7. service of a Machine with removed or altered Machine or parts identification labels;
8. failures caused by a product for which IBM is not responsible; or
9. service of Machine alterations.

Upon written notice, IBM may terminate coverage for an Eligible non-IBM Machine due to lack of available repair parts or lack of original manufacturer technical support.

Eligible non-IBM Machines must meet IBM's safety and serviceability requirements. IBM reserves the right to inspect a Machine within one month from the start of Service. If the Machine is not in an acceptable condition for Service, IBM will notify you and terminate coverage.

You agree to provide IBM one month's written notice prior to terminating coverage for a Machine being permanently removed from productive use within your Enterprise.

#### **IBM Software Maintenance for OS/400, i5/OS and Selected Products**

IBM will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service.

#### **General:**

1. IBM makes available to you the most current commercially available version, release or update to all of the Programs for which you acquire support under this Service, should any be made available.
2. IBM provides you with assistance for your a) routine, short duration installation and usage (how-to) questions and b) code defect related questions.
3. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during the normal business hours (IBM published prime shift hours) of your IBM support center. This assistance is not available to your end users. IBM provides Seventy 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide, which may be found at <http://techsupport.services.ibm.com/guides/handbook.html> for details. A 24x7 all severity option is available at extra charge."
4. In some instances, IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission.

5. This Service does not include assistance for a) the design and development of applications, b) your use of Programs in other than their specified operating environment, or c) failures caused by products for which IBM is not responsible under this Service.

**Eligible Programs:** Licensed programs for which this Service is available are listed at <http://www.ibm.com/services/sl/swm/> or may be obtained from your IBM marketing representative.

**Software Maintenance After License Fee:** The Software Maintenance After License fee is a one time charge to resume Software Maintenance if you a) did not renew this Service prior to the end of the then current support period or b) terminated this Service. The new support period in such an instance begins on the date that IBM accepts your order.

#### **IBM Software Maintenance for AIX Operating Systems**

IBM will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service.

##### **General:**

1. IBM makes available to you the most current commercially available version, release or update to all of the Programs for which you acquire support under this Service, should any be made available.
2. IBM provides you with assistance for your a) routine, short duration installation and usage (how-to) questions and b) code defect related questions.
3. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during the normal business hours (IBM published prime shift hours) of your IBM support center. This assistance is not available to your end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide, which may be found at <http://techsupport.services.ibm.com/guides/handbook.html> for details. A 24x7 all severity option is available at extra charge.\*
4. In some instances, IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission.
5. This Service does not include assistance for a) the design and development of applications, b) your use of Programs in other than their specified operating environment, or c) failures caused by products for which IBM is not responsible under this Service.

**Eligible Programs:** Licensed programs for which this Service is available are listed at <http://www.ibm.com/services/sl/swm/> or may be obtained from your IBM marketing representative.

**Software Maintenance After License Fee:** The Software Maintenance After License fee is a one time charge to resume Software Maintenance if you a) did not renew this Service prior to the end of the then current support period or b) terminated this Service. The new support period in such an instance begins on the date that IBM accepts your order.