

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 2/5/2002

Contract/Lease Control #: C01-0661-ISI-20

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: IBM

Lessor: _____

Effective Date: 5/21/2001 \$10,360 (FY 03)

Term: INDEFINITE

Description of Contract/Lease: RS6000, MODEL F50, TYPE 7025
MAINTENANCE

Department Manager: INFORMATION SYSTEMS

Department Monitor: D. VANDERHOEK

Monitor's Telephone #: 651-7570

Monitor's FAX #: 651-7576

Date Closed: _____



Statement of Work for Services
ServiceSulte

1. Scope of Services

We will provide to you the Services described in this Statement of Work for the Machines we specify (called "Eligible Machines"). We will identify the Eligible Machines, the Services that apply to them, and the charges for these in a Schedule to this Statement of Work. The 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.

These Services are available for Machines normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

2. Contract Period

Start Date 05/21/2001 End Date 05/20/2002

Eligible Machines, Specified Locations, or new Services added to this Statement of Work following its Start Date will assume the remaining portion of the existing contract period.

Renewal Contract Period (years) 1

We will renew the Services that apply for each Specified Location on the Contract Period End Date for the number of years (called the "Renewal Contract Period") specified above. Thereafter, we will automatically renew for same length periods unless you notify us in advance of your

Each of us agrees that the complete agreement between us about this transaction consists of 1) this Statement of Work and its Schedules, 2) supplemental terms referenced herein, and 3) the IBM agreement for Services Acquired from an IBM Business Partner (or any equivalent agreement in effect between us) identified below.

Agreed to
OKALOOSA COUNTY

By 
CHRIS HOLLEY
COUNTY MANAGER

Date 5/20/2001

Customer Company address
1804 LEWIS TURNER
4TH FLR
FT WALTON BCH, FL 32547-5205

Telephone number

Billing address
OKALOOSA COUNTY
BOARD OF COMMISSIONERS
101 E JAMES LEE BLVD
CRESTVIEW FL 32536-3501

Agreed to
International Business Machines Corporation

By 
Authorized signature

Name (type or print) G Gore

Date 05/31/01

Statement of Work number
Agreement number
IBM ServiceAssistant number G0104KRH

Customer number 02227192

IBM address
7100 HIGHLANDS PKWY
SMYRNA, GA 30082
ATTN: TERRY DURR, DESK D13-03
FAX# 800-242-6328

After signing, please return a copy of this Statement of Work to the "IBM address" shown above.

CONTRACT: RS6000, MODEL F50
TYPE 7025 MAINTENANCE
CONTRACT NO.: C02-0661-ISI-20
IBM
EXPIRES: INDEFINITE

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desire to change the length of the renewal Charges will be recalculated based on the length of the Renewal Contract Period and each subsequent renewal period. Either of us can select not to renew by providing written notification (at least one month prior to the end of the current contract period) to the other of their decision not to renew.

3. Your Responsibilities

You agree

- 1 to provide us with an inventory in which you identify all Eligible Machines to be covered at each Specified Location. All Eligible Machines of the same type at a Specified Location must be included in the coverage. You also agree to identify all Eligible Machines for which we are to provide warranty service,
- 2 to notify us whenever you wish to add Eligible Machine types to an existing Specified Location or set up new Specified Locations,
- 3 to ensure that any access codes we provide to you are used only by those who are authorized to do so,
- 4 to provide us with information we request which is related to our provision of these Services to you and notify us of any changes,
- 5 to allow us to store your contact information, such as names, phone numbers, and e-mail addresses, in any country where IBM does business and to use such information internally and to communicate with you for the purposes of our business relationship,
- 6 to use any electronic diagnostic and service delivery facilities we provide to you only in support of Eligible Machines identified in the Schedule to this Statement of work,
- 7 that electronic access to our support centers and certain databases may require a separate network services agreement for an additional charge,
- 8 to pay any communications charges associated with accessing these Services unless we specify otherwise,
- 9 to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise, and
- 10 that your acceptance of any software Services does not alter your responsibilities for DSLO licenses.

Whenever both of us agree to store repair parts at your Specified Location, you also agree

- 1 to provide secure storage space for all parts stored at your Specified Location,
- 2 to provide IBM service technicians access to the secure storage space for storage of and access to the parts; and
- 3 that while in storage,
 - a you are responsible for all loss or damage to the parts,
 - b you will be separately charged for any parts that we find to be missing, used, or damaged, and
 - c parts remain the property of IBM and will be made available for return to IBM upon our request.

4. Mutual Responsibilities

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.

5. Services Program License

The following terms apply to each Program we provide with a Service that is not otherwise accompanied by a license agreement.

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We grant you a nonexclusive license to use the Program on the Eligible Machine we designate to assist us in problem determination or other system support in conjunction with these Services

If we do not supply a backup copy, you may make one copy of the Program for backup purposes provided you reproduce the copyright notice and any other legend of ownership on the copy. The backup copy is subject to the same terms as the original. You may not 1) modify the Program's machine readable instructions or data or merge them into another Program, 2) reverse assemble, reverse compile, or otherwise translate the Program, 3) sublicense, assign, or transfer the license for the Program, or 4) distribute the Program to any third party. We provide the Program **WITHOUT WARRANTIES OF ANY KIND**

Your license terminates when 1) the Service terminates, is withdrawn or expires and is not renewed, 2) the Program is no longer needed to perform the Service, or 3) the Eligible Machine which we designated for the Program is removed from productive use within your Enterprise

We may terminate your license if you fail to comply with these terms

Upon termination, you agree to destroy the Program and any backup copy you were given or made

6 Automatic Inventory Increases

We will automatically increase the inventory count at a Specified Location 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 contract period. IBM machines specifically excluded from coverage at contract period start will remain outside the scope of this Statement of Work unless you request we add them during the contract period. However, all Eligible IBM Machines added to your inventory during the contract period will be included in the inventory count and receive maintenance Services as set out in this Section, or
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 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

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

7. Charges and Payment

Your charges are calculated taking into account your Machine volumes, Service selections, and payment options

We may revise charges. However, any rate increase will not take effect until the next yearly anniversary of the start of the contract period. At the start of each contract year, you will be invoiced at the charge rates that are then in effect. We will not issue advance notice of charge rate changes. All newly added Eligible Machines and Services, as well as changes to existing Eligible Machine configurations and Services, will assume the charge rate that applied for these

at the previous yearly anniversary of the start of the contract period Eligible Machines and Services that become generally available during the contract period will be added at the charge rate that applied on their initial availability date.

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 our request you will provide us with the actual meter reading recording the actual usage

8. Termination

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

9. Satisfaction Guarantee

If, for any reason, you are not completely satisfied with a Service we provide to you under this Statement of Work, notify us in writing within one month of the time you first become dissatisfied. We will try to resolve the problem to your satisfaction. If we are unable to do so, you will receive a credit equal to the prorated charge for the Service for the period of time you were dissatisfied

10. Governing Law

The laws of your State govern our Agreement and this Statement of Work

11 ServiceSuite Advanced Service Package

**** MAINTENANCE SERVICES**

Maintenance of IBM Machines

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

****SUPPORT SERVICES**

Support Line

We will provide you remote assistance with the operation of supported programs within specific product groups running under selected operating systems for eligible hardware platforms. In addition, you may order certain optional features which are enhancements to this Service. These terms also apply for each of these optional features unless we specify otherwise

Definitions

Authorized Callers means Named Callers you have identified to us and, with OS/390 and VM/VSE/390 coverage, all your other callers requesting OS/390 and VM/VSE/390 support

Customer Critical Problem means a problem for which you have no known work around resulting in a critical disruption in your business operations

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Full Shift means 24 hours a day, seven days a week, including national holidays

Off Shift means all hours outside of Prime Shift

Prime Shift means 8 a.m. to 5 p.m. in the local time zone where you receive the Service, Monday through Friday (excluding national holidays)

Supported Products means those products contained within designated product groups that run under identified operating systems for eligible hardware platforms. Supported Products are identified in the Supported Products List located at IBM's Internet address <http://www.ibm.com/services/pss/www/s/products>, or as otherwise provided by IBM. The Supported Products List will identify the products, product groups, operating system groups, and hardware platforms that are eligible for this Service. The Supported Products List will change periodically to reflect Supported Product additions (for example, adding new products) or deletions (for example, deleting products at their end of currency date).

Our Responsibilities

We will provide you remote assistance (via telephone from our support center or via an electronic search and questioning capability) for the following requests related to Supported Products in your specified product groups and operating system groups:

1. basic, short duration installation, usage, and configuration questions,
2. code-related problem questions,*
3. questions regarding IBM Supported Product publications,
4. diagnostic information review to assist in isolation of a problem cause (for example, assistance interpreting traces and dumps for installation and code related problems),* and
5. for known defects, available corrective service information and program fixes which you are entitled to receive under the Program Services terms of our Agreement.*

* Note: For IBM S/390 Supported Products, this defect assistance from our support center is included in your license charge and therefore not covered under the terms of this Statement of Work.

When you report a problem with covered non-IBM products on the Supported Products List, we will assist you to isolate the problem cause and provide you recovery information, if available, from the vendor. We will provide corrective service information and program fixes, if available and we are authorized to provide to you, for known defects. If a new (unknown) defect is identified, we will report it to the appropriate vendor and notify you of our actions. At this point we will consider our support requirement fulfilled. Resolution of these problems is the responsibility of the vendor.

Named Callers

You may designate two users ("Named Callers") per selected operating system group for which you select Prime Shift coverage. You may designate six Named Callers per selected operating system group for which you select Full Shift coverage. Each Named Caller is eligible to submit Support Line Service requests for all products you have covered under this Service. You must notify us of the identity of your Named Callers as well as one Primary Technical Contact (who may be one of your Named Callers) to whom we may direct general technical information pertaining to your Supported Products and who has the authority to change your designated Named Callers and communicate those changes to us. For an additional charge, you may increase your number of Named Callers.

Other OS/390 and VM/VSE/390 Users

When you select this Service for the OS/390 and VM/VSE/390 operating system groups and associated product groups, you may authorize other users (in addition to Named Callers) who we do not require you to individually identify to us. All OS/390 and VM/VSE/390 users who are not

Named Callers are eligible to submit Support Line Service requests for products in the OS/390 and VM/VSE/390 operating system groups and associated products groups only

Response Criteria

We will use commercially reasonable efforts to respond, by telephone, to Support Line Service calls from your Authorized Callers within two hours during Prime Shift. Our 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 we will use commercially reasonable efforts to respond to Support Line Service calls which your Authorized Callers specify to be Customer Critical Problems within two hours and all other Support Line Service calls within four hours.

Electronic Support

Your Authorized Callers will also be able to electronically submit Support Line Service requests for Supported Products, provided you meet the prerequisites we specify for electronic access. We will use commercially reasonable efforts to respond to each electronic Service request from your Authorized Callers within two hours of receipt during Prime Shift. For electronic Service requests received during Off Shift, we will use commercially reasonable efforts to respond within two hours of the start of Prime Shift on the next business day. IBM is not responsible for delays in response delivery caused by systems and network problems.

Hourly Support for Out-of-Scope Service Requests

If you select Full Shift coverage, all Support Line Service calls from your Authorized Callers during Prime Shift and Off Shift are included in your standard billing. If you select only Prime Shift coverage, all Support Line Service calls from any of your personnel during Off Shift will result in an additional charge to you on an hourly basis. In addition, Support Line Service requests from your personnel seeking assistance for Supported Products which are outside your covered product groups will also result in an additional charge to you on an hourly basis. (Note: For IBM S/390 Supported Products, this out-of-scope support is only available via telephone.)

A minimum charge of 30 minutes will be applied to each request for Support Line Service that is beyond the scope of your annual coverage. Additional time required to prepare and answer the request will be charged in 6 minute segments. We will charge you for the time we spend 1) exchanging information with your personnel, 2) analyzing information they provide to us, and 3) preparing recommendations to resolve a problem. The hourly rate will be that which is current when used. You will be separately invoiced for these charges.

This hourly support will be available to you as long as you continue annual Support Line Service for at least one Supported Product group. You may choose to decline this out-of-scope Service coverage by notifying us in writing within 15 days from the start of your contract period. If you decline or terminate this coverage, whenever your callers request support which is beyond the scope of your covered Support Line Service, we will advise them that we cannot provide such support until you sign the necessary IBM contractual documents accepting the terms of such support.

Your Additional Responsibilities

You agree to

- 1 ensure you are properly licensed to all Programs for which you request assistance,
- 2 retrieve and review a current Supported Products List on a monthly basis to verify whether there have been any additions or deletions of products within your covered product groups,
- 3 ensure that any access codes we provide to you are used only by your current Authorized Callers,
- 4 provide us with all relevant and available diagnostic information (including product or system information) pertaining to problems you request assistance with,

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- 5 Provide us with appropriate remote access to your system to assist you in isolating the problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission, and
- 6 provide us 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 this Service.

Termination

You may terminate a Support Line Service or optional feature on one month's written notice to us after it has been covered under this Statement of Work for at least one year. However, you may not terminate an operating system group if you have elected to continue support for a product group for which it is a prerequisite. Also, you may not terminate Support Line if you have elected to continue feature support.

We may withdraw support for products on the Supported Products List at any time without written notice to you.

If we withdraw or either of us terminate a Support Line Service or optional feature as provided in this Statement of Work, and it is a Service or feature for which you have prepaid and we have not yet fully provided to you, you may request a prorated credit. This will apply if IBM withdraws support for an entire product group but not if we simply withdraw support for individual products.

RS/6000 Software Services

RS/6000 System Alert provides automatic weekly notification of the following for selected IBM Products: 1) High Impact and Pervasive Authorized Program Analysis Reports (called "HIPER APARS") and 2) any Program Temporary Fixes we discover to be defective (called "PE PTFs"). We provide notification via your choice of available delivery methods.

RS/6000 System Expert provides you with information for planning and managing your system resources. Using data gathered from your system by a monitoring Program that we supply, we will prepare, encrypt, and deliver to your designated system daily reports that provide an analysis of system performance, capacity, configuration, and security. We will also supply a graphical viewer to enable you to view the encrypted reports.

In addition, we will make a feature available that enables your system to alert your designated support personnel whenever monitored system parameter values you select are exceeded.

You agree to

- 1 provide the Internet or dial-up network connection to be used for transfer of data for this Service, and
- 2 install and configure, with remote assistance from us, the monitoring and graphical viewer Programs we supply.

NO LICENSE TO THE MONITORING PROGRAM IS GRANTED TO YOU

You may not

- 1 use or copy the monitoring Program,
- 2 modify the monitoring Program's machine readable instructions or data or merge them into another Program,
- 3 reverse assemble, reverse compile or otherwise translate the monitoring Program, or
- 4 distribute, transfer or assign the monitoring Program to any third party.

We grant you a license for the graphical viewer Program under the terms of the Services Program License section of this Statement of Work. We provide the monitoring and graphical viewer Programs **WITHOUT WARRANTIES OF ANY KIND.**

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RS/6000 Technical Library is a subscription Service comprised of two optional elements, **Information Library** and **Software Service Library**. You may subscribe to one or both of these elements which are delivered on CD-ROMs. The CD-ROMs are provided to you subject to the terms of the license agreement that accompanies them.

Information Library is a collection of comprehensive technical Materials for the RS/6000 and current release of AIX. When you subscribe to this element, each calendar quarter you will receive a CD-ROM, formatted in Hypertext Markup Language (HTML), containing up-to-date technical documentation and corrective service information for the RS/6000 and current release of AIX. Also included are answers to frequently asked installation and usage questions.

Software Service Library is a collection of Program Temporary Fixes (PTFs) for the current release of AIX. When you subscribe to this element, each calendar month you will receive a package of CD-ROMs containing all the new PTFs for AIX made available during the previous month.

Our Responsibilities

We will provide you with the following:

- 1 for **Information Library**, quarterly deliveries of the CD-ROM containing the most current RS/6000 and AIX information, and
- 2 for **Software Service Library**, monthly deliveries of the CD-ROM package containing the most current PTFs for the current release of AIX.

Your Responsibilities

You agree:

- 1 that by accessing or using the information contained on the CD-ROMs you acknowledge acceptance of the terms of the license agreement that accompanies them, and
- 2 to ensure you are properly licensed to the AIX Program for which you receive PTFs.

Termination

During a subscription period, you may terminate your subscription but we do not give refunds or credits for midyear terminations.

IBM Schedule for Services

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in the referenced Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM International Customer Agreement (or any equivalent agreement signed by both of us and identified below)

Customer Name and Billing Address

OKALOOSA COUNTY
 OKALOOSA COUNTY
 BOARD OF COMMISSIONERS
 101 E JAMES LEE BLVD
 CRESTVIEW, FL 32536-3501

Agreement No
Statement of Work No
IBM Services Assistant No G0104MX6
Associated Contract No
Associated Contract Start Date
Enterprise No:
Customer No: 02227192

Charge Period
Start Date 05/29/2001
End Date 05/28/2002
***Total Charges** \$7,128 20

Charges and Payment Plan
 \$1,782 05 Quarterly

* Charges are based on the current inventory and services identified in this Schedule. Actual Charges may vary with any additions, deletions, or changes to the inventory or services.

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The parties need not sign this schedule, unless either of us requests it.

Agreed to
 OKALOOSA COUNTY

Agreed to
 International Business Machines Corporation

By _____
 Authorized signature

By _____
 Authorized signature

Name (type or print)

Name (type or print)

Date

Date

IBM Schedule for Services

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in the referenced Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM International Customer Agreement (or any equivalent agreement signed by both of us and identified below)

Customer Name and Billing Address
 OKALOOSA COUNTY
 OKALOOSA COUNTY
 BOARD OF COMMISSIONERS
 101 E JAMES LEE BLVD
 CRESTVIEW, FL 32536-3501

Agreement No:
Statement of Work No
IBM Services Assistant No G0104KRH
Associated Contract No
Associated Contract Start Date
Enterprise No
Customer No 02227192

Charge Period
Start Date 05/21/2001
End Date 05/20/2002
***Total Charges** \$7,128.20

Charges and Payment Plan
 \$1,782.05 Quarterly

* Charges are based on the current inventory and services identified in this Schedule. Actual Charges may vary with any additions, deletions, or changes to the inventory or services

The parties need not sign this schedule, unless either of us requests it.

Agreed to
 OKALOOSA COUNTY

Agreed to
 International Business Machines Corporation

By 
 CHRIS HOLLEY
 COUNTY MANAGER

By _____
 Authorized signature
 Name (type or print)

Date: 5/20/2001

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IBM Schedule for Services

Enterprise Total for Charge Period by Customer Number:

Customer No	Charges *
02227192	\$7,128 20
Total	\$7,128 20

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05/14/2001

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IBM Schedule for Services

Manufacturer		Eligible Machine			Maintenance Service			Charges*	Charges Start**	Charges Stop**
Type	Model	Order/ Serial	Related Order/ Serial	Qty	Type of Repair #	##				
Customer No / Location IBM 7025	F50	02227192 FT WALTON BCH, FL 000046639			1	B	1	54,609 92		
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IBM Schedule for Services

Eligible Machine Description				Customer Technical Contact Name (if applicable)						
Type	Mod	Proc Feature	Serial	Support Service	Service Option/ Product Group	Qty	Charges*	Charges Start**	Charges Stop**	
Customer No / Location				02227182 FT WALTON BCH, FL						
				RS6000 ALERT						
7025	F50		000046639	SL SELECTED SYS SW SUPT-AIX	ALERT AIX	1	\$352 80			
						1	\$2 165 48			
Total							\$2,518 28			

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IBM Schedule for Services

Legends

Type of Repair Service

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day
- C) On-Site Repair/Exchange Services, 5 days a week, 8hrs/day, 4 hour response objective This type of repair service includes a response time objective and is not a guarantee
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective This type of repair service includes a response time objective and is not a guarantee
- X) EasyServ (remotely delivered services)

Maintenance Services

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Services Upgrade
- 4) Warranty Service Support for SUN Microsystems Machines

* Charges shown are for Charge Period

-An (E) indicates a Machine that has been announced as withdrawn from generally Maintenance Service

-An (O) indicates One Time Charge

-A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions

-A (W) indicates a Machine/Model/Feature under Warranty

-An (X) indicates On-order Products which are shown for planning purposes only

** Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates

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Additional Information

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Type	Model	Serial	Features/ RPQ	Addl Convl Del	Related Feature/ RPQ	Charges From**	Charges To**	Qty
7025	F50	000046639	4357					1
			4359					1
								1

Offenna	Var	MQ	Comp	Charges From	Charges To	Service Condition	SC Value	Qty
RS6000-ALERT	001	ALERT	ALERT			FOCAL POINT	FOCAL MACHINE	1
SL SELECT-AIX	002	AIX	AIX			COVERAGE	PRIME SHIFT	1
						SERVICE GROUP	AIX GROUP B	

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