

# **IBM** Customer Agreement

## Statement of Work for Project Support Services

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*Scope of Services, Completion Criteria, Charges, and other applicable terms:*

### UtilityPAC Plus (8904-02)

#### **1.0 SCOPE OF SERVICES**

The *UtilityPAC Plus* service offering consists of the following standard AFP services:

<b>Form Definitions to PPFA Source</b>	Convert form definitions (formdefs) to PPFA source code.
<b>Page Definitions to PPFA Source</b>	Convert page definitions (pagedefs) to PPFA source code.  <b>Note:</b> Cannot convert if pagedef contains conditional processing.
<b>Form Control Buffers</b>	Convert form control buffers (FCBs) to PPFA source code.
<b>Unbounded to Bounded</b>	Convert unbounded box fonts to AFP bounded box fonts.
<b>Bounded to Unbounded</b>	Convert AFP bounded box fonts to unbounded box fonts.
<b>Xerox to AFP</b>	Convert Xerox fonts to AFP.

*UtilityPAC Plus* resources are produced and delivered, on system media, in the system format specified on the *UtilityPAC Plus Order Form*. This service provides only the resources; assistance in implementation and/or tuning, is not included as part of these projects. This is covered under a separate agreement which can be purchased by calling (303) 924-6700.

#### **1.1 Assumptions**

1. This project does **not include** recompiling or debugging.
2. IBM will return the customer source code at the completion of the project.
3. None of the information to be converted is categorized as customer-confidential.
4. No travel is required to complete this project.

If any of these assumptions change or become invalid, the Charges, Estimated Schedule, and/or other terms and conditions may change.

#### **2.0 IBM APPLICATION SOLUTIONS GROUP RESPONSIBILITIES**

1. Provide and deliver the resource(s) requested on the *UtilityPAC Plus Order Form*.
2. Arrange and contract for any subcontractor assistance required to perform the services defined in this Statement of Work (SOW).
3. Be responsible for the management of any subcontractors from whom we have contracted for services.

### 3.0 CUSTOMER RESPONSIBILITIES

1. Provide a Project Coordinator to:
  - a. Act as technical contact with the IBM ASG.
  - b. Ensure that all assumptions are met.
  - c. Provide appropriate "sign off", where necessary.
2. Complete the *UtilityPac Plus Order Form*.
3. Provide the necessary resources to facilitate the services.
4. Install and test the provided resources.

The customer shall have ten (10) business days from the delivery of any resources to test, review, and accept the resources. If the customer does not notify IBM ASG of any deficiencies, or of their acceptance, within the ten (10) business days, it will be deemed that the customer has accepted the Deliverable(s). IBM ASG will respond to any deficiencies within five (5) business days after notification.

### 4.0 DELIVERABLE MATERIALS

The Deliverable Material(s) expected to result from the successful completion of each project are the electronic resource(s) requested on each individual *UtilityPAC Plus Order Form*.

### 5.0 ESTIMATED WORK SCHEDULE

The start date for this SOW is one (1) business day after receipt of this signed *UtilityPAC Plus SOW*, by IBM ASG. The completion date for this SOW is 31 December 2002.

The estimated start date of each project defined by a specific *UtilityPAC Plus Order Form* is two (2) business days **after receipt of all required resources** by IBM ASG. The estimated completion date of each specific project is fifteen (15) business days after the start of the project. Rush orders, subject to IBM ASG workload, are available at an additional charge.

**Note:** Work schedules are dependent on the number of resources submitted for conversion.

### 6.0 WORK LOCATIONS

The support for this project is expected to be provided by the IBM ASG located in Boulder, CO.

### 7.0 COMPLETION CRITERIA

IBM ASG shall have fulfilled its obligations under this SOW when any of the following first occurs:

1. IBM ASG completes the tasks described in the *UtilityPAC Plus Order Form*, including delivery of any Deliverables
2. This SOW is terminated in accordance with the provisions of the *IBM Customer Agreement*, of which this SOW is a Transaction Document

### 8.0 CHARGES

The fixed charges for the Services described in this SOW, exclusive of applicable taxes, are as follows:

1. \$100 per item to be converted, for up to ten (10) items, with a \$500 minimum charge
2. \$75 per item to be converted, for more than eleven (11), but less than forty (40) items
3. \$50 per item to be converted, for forty-one (41) or more items

All orders will be assessed a \$50.00 charge for shipping, handling, and electronic media. Rush charge is \$75.00 minimum or 10% of the total cost. The customer agrees to pay the charges, as described above, and will be invoiced after completion of each individual project. Prices are subject to change without notice.

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*Both of us agree that the complete agreement between us about these Services will consist of 1) this Transaction Document and 2) the IBM Customer Agreement (or any equivalent agreement signed by both parties).*

*Agreed to:*

**Company Name -** \_\_\_\_\_

By \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

Customer Number: \_\_\_\_\_

Customer Address:  
\_\_\_\_\_  
\_\_\_\_\_

*Agreed to:*

**International Business Machines Corporation**

By \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

IBM Customer Agreement Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

IBM Services group address:  
6300 Diagonal Highway, 003B  
Boulder, Colorado 80301-9191