

**DIR-TSO-3996**  
**Appendix H**  
**Master Services Attachment for ServiceElite**

**This Appendix H is subject to the terms of the DIR Contract, DIR-TSO-3996. In the event of conflict between the terms of this Agreement and DIR Contract No. DIR-TSO-3996; the DIR's contract terms shall control. This IBM Master Services Attachment for ServiceElite (called the "Appendix H") governs transactions by which the Customer purchases ServiceElite services described herein from International Business Machines Corporation ("IBM").**

**1. Services**

IBM will provide Services, as described in this Appendix H, Sections 2 through 14 to support Customer's Eligible Machines and Eligible Programs (collectively Eligible Products).

IBM and the Customer will identify Eligible Products, Specified Locations (entire information processing environment, or a portion thereof, at multiple sites or a single building), applicable Services, and the contract period, in Transaction Documents (TDs), as incorporated in the Customer's Purchase Order. In addition to services, described in Sections 2 through 15, Service is work to keep Machines in, or restore them to, compliance with official published specifications (i.e., repair, exchange, remedial maintenance, adjustments, and replacement of maintenance parts).

Eligible Machines must meet IBM's safety and serviceability requirements. For IBM products, these requirements will be provided to Customer with the delivery of the Eligible Machines. IBM reserves the right to inspect a Machine within one month from the start of Service. If the Machine is not in acceptable condition for Service, IBM will restore it for a charge after receiving the Customer's written permission and a purchase order for any such charges or Customer may withdraw its request for maintenance Service.

Machine Maintenance is Service to keep Machines in, or restore Machines to, conformance with their official published specifications, and does not cover:

1. improperly maintained or damaged Machines, Machines with altered identification labels, alterations, accessories;
2. supply items, consumables (such as batteries and printer cartridges), structural parts (such as frames and covers), or failures caused by a product for which IBM is not responsible;
3. machine installation, engineering change activity, or preventive maintenance; or
4. service of features, parts, or devices not supplied by the Machine's manufacturer, or IBM during the performance of Service.

IBM does not warrant uninterrupted or error-free operation or that IBM will correct all defects or all prevent third party disruptions or all unauthorized third party access.

Under this Appendix H, Customers may purchase via a Purchase Order one or more of the following ServiceElite services for Eligible Products:

## **2. Warranty Service Upgrade (WSU)**

During the warranty period for certain Eligible Machines, Customer may select an upgrade to the standard warranty. WSU may not be terminated or transferred during the warranty period. When the warranty period ends, the Machine is added to maintenance at the Type of Service listed in the Schedule, as incorporated in the Customer's Purchase Order selected for WSU.

## **3. Maintenance of IBM Machines**

Customer may purchase via a Purchase Order, Maintenance of IBM Machines. If Maintenance is purchased by the Customer, IBM will provide maintenance of Eligible IBM Machines specified in the Schedule, as incorporated in the Customer's Purchase Order. Machines are IBM-branded devices, including features, upgrades, and accessories.

Service is work to keep Machines in, or restore them to, compliance with official published specifications (i.e., repair, exchange, remedial maintenance, adjustments, and replacement of maintenance parts). For the Eligible Machines specified in the Purchase Order, IBM may provide an exchange replacement for installation by Customer. Replacements may be i) a part of a Machine (called a Customer Replaceable Unit (CRU), e.g., keyboard, memory, or hard disk drive), or ii) an entire Machine. When a return is required, Customer is charged for the replacement if IBM does not receive the replaced part within 30 calendar days of Customer's receipt of the replacement; in such case, customer may issue a new Purchase Order for IBM to install the replacement as a billable installation.

## **4. IBM Software Maintenance**

Customer may purchase via a Purchase Order, IBM Software Maintenance. If purchased, IBM will provide software maintenance for Eligible Programs for which Customer is licensed and are specified in the Schedule, as incorporated in the Customer's Purchase Order. IBM will make available the most current commercially available version, release, or update to all of the Eligible Programs for which Customer acquires support in the specified operating environment as made available to the Customer. Additional charge may apply for physical media.

Information to order versions, releases or updates is found at <http://www-05.ibm.com/servers/eserver/ess/OpenServlet.wss> then select the Entitled Software Update (ESU) screen tab. A list of all the eligible programs is available at [www.ibm.com/services/supline/products/](http://www.ibm.com/services/supline/products/) or may be obtained from Customer's IBM representative. The listing of Eligible Programs contains the last date of service for each respective release. IBM supports only current releases of Eligible Programs. It is Customer's responsibility to ensure that its Eligible Programs are current when requesting IBM Software Maintenance.

Under IBM Software Maintenance, IBM will provide assistance for Customer's a) routine, short-duration installation and usage (how-to) questions and b) code defect-related questions. IBM provides assistance via telephone and, if available, electronic access, only to Customer's Information Systems (IS) technical support personnel. This assistance is not available to Customer's end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Response objectives are outlined in Exhibit 1 to this Appendix. Consult the IBM Software Support Guide at <http://www14.software.ibm.com/webapp/set2/sas/f/handbook/home.html> for details. A 24x7 (every day of the year) all-severity option may be available for an extra charge.

Service is provided solely for Eligible Programs that are located within the United States (USA). For calls that originate from outside of the USA: a) toll free telephone access is not available, b) "local time zone" is defined as the time zone where Customer's USA Eligible

Programs are installed, Monday through Friday (excluding national holidays), c) replies or other return communication to the caller will be via a USA telephone number provided by Customer or electronic means only, d) software “traps” or other tools that may be necessary to diagnose problems will be sent only to the USA Eligible Programs location, e) the diagnosis and repair of data encryption will be discussed only with personnel at the USA Eligible Programs location, and f) all support will be provided in the English language only.

**Software Maintenance After License Fee (ALF)** is a one-time charge to resume Software Maintenance if coverage lapsed due to non-renewal or termination. The new support period begins on the date that IBM accepts Customer’s Purchase Order.

## **5. Machine Control Program Remote Support**

Customer may purchase via a Purchase Order Machine Control Program Remote Support. If purchased, Remote Support Service is provided only for Machine Control Programs (MCP), meaning code delivered with an IBM Machine that executes below the external user interface (e.g., implemented in a part of storage that is not addressable by user programs). IBM will provide remote assistance (via telephone from IBM’s support center or via electronic access) in response to Customer’s routine installation, configuration, and usage (how-to) questions pertaining to MCPs on covered IBM Machines, during normal business hours (8:00 a.m. to 5:00 p.m. in the local time zone where Customer receives Service, Monday through Friday, excluding national holidays). For an additional charge, Customer may upgrade hours of coverage to 24x7.

## **6. Media Retention Option**

Customer may purchase via a Purchase Order, Media Retention Option. If purchased, Media Retention Option permits Customer to retain a flash memory or hard drive device (collectively, Media) being replaced as part of an IBM Service. IBM warranty or IBM Machine Maintenance Service is a prerequisite for this Option.

If the reported problem requires the replacement of Media, IBM will supply the replacement. IBM will deliver the replaced device to Customer’s representative, as Customer property, for appropriate disposal. Retained Media may not be placed into productive use.

Customer agrees to identify up to three Customer representatives to receive the retained Media from IBM. IBM is not responsible for the loss or disclosure of, or damage to, any data that may be contained on removed Media. Any removed device not retained by Customer will be retained as IBM property. If Customer Purchase Order or Schedule includes Automatic Inventory Increase for Machines and Software Maintenance Service, Option #1 Machine Maintenance Services that selection also applies to this Option, except this Option begins at Machine’s addition to inventory regardless of the Machine’s warranty status.

## **7. Support Line**

Customer may purchase via a Purchase Order, Support Line services. If purchased, Support Line is remote assistance with the operation of supported products and system environments (Service) specified in the Schedule, as incorporated in the Customer’s Purchase Order. In addition, IBM offers certain optional features as enhancements to this Service. These terms apply for each of these optional features. Supported Eligible Products for this Service are identified at [www.ibm.com/services/supline/products/](http://www.ibm.com/services/supline/products/) Refer to the Support Line offering for Eligible Products. Eligible Products for servers are grouped by Operating System (OS) and the server types on which the OS is installed. Eligible Products for storage devices are grouped by IBM storage classification.

IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide at <http://www14.software.ibm.com/webapp/set2/sas/f/handbook/home.html> for details. A 24x7 (every day of the year) all-severity option may be available for an extra charge.

For supported RedHat, Microsoft, Ubuntu, SUSE, and VMware products, IBM will assist with isolating the problem cause and provide recovery information, if available from the vendor. If a new (unknown) defect is identified, IBM will report it to the appropriate vendor and notify Customer of the report. IBM support is limited to providing updates made available by the vendor. Resolution of defects is the responsibility of the vendor.

For Linux support groups, IBM may make available emergency source code fixes for new defects for supported Red Hat and SUSE Enterprise releases to open source components of the Linux operating system. For Ubuntu Linux distribution, IBM is not authorized to create or make available new fixes. IBM is not a Linux distributor and does not distribute patches, maintenance updates or refreshes. Customer must receive maintenance updates and refreshes directly from the Linux distributor under the distributor's terms. IBM makes emergency source code fixes available to the Linux distributors and the open source maintainers for inclusion and distribution as errata updates and patches. IBM will support and maintain these new emergency source code fixes until such time that the Linux distributor or open source maintainer incorporates IBM or develops an alternate fix and distributes as errata update or patch. At such point, IBM support is complete.

Service is provided solely for Eligible Products located within the United States (USA). For calls that originate from outside of the USA: a) toll free telephone access is not available, b) "local time zone" is defined as the time zone where Customer's USA Eligible Programs are installed, Monday through Friday (excluding national holidays), c) replies or other return communication to the caller will be via a USA telephone number provided by Customer or electronic means only, d) software "traps" or other tools that may be necessary to diagnose problems will be sent only to the USA Eligible Programs location, e) the diagnosis and repair of data encryption will be discussed only with personnel at the USA Eligible Programs location, and f) all support will be provided in the English language only.

### **Linux Product Subscription Option**

For Eligible Programs in the Linux support group, Customer may also order this subscription option as an added Support Line feature. Under this feature, IBM will assist Customer in the ordering and receipt of eligible Linux subscription products. Customer will identify a subscription coordinator who will be the focal point for all Linux supplier-licensed subscription product orders and deliveries under this Support Line feature.

The Linux supplier-licensed software is directly distributed and licensed by the Linux supplier under the terms and conditions of the supplier's end user license agreement (EULA). While IBM may have placed the order with the supplier for the supplier-licensed software on Customer's behalf as a convenience, Customer acknowledges and understands that IBM is neither a party to the EULA nor a distributor, licensor, or reseller of the Linux supplier-licensed software. While the Linux supplier may provide Customer with certain warranties, representations, or indemnities under the EULA, IBM, as a provider of Services, does not provide, whether express or implied, any warranty, representation, indemnity, or other license with respect to the Linux supplier-licensed software. IBM has no responsibility for claims based, in whole or part, on non-IBM Products.

## **IBM Responsibilities**

Under Support Line services, IBM will provide remote assistance (via telephone from IBM's support center, or via an electronic search and questioning capability) in response to requests pertaining to the following:

For all Eligible Products in Customer's covered support groups —

- a) basic, short duration installation, usage, and configuration questions; and
- b) questions regarding IBM Supported Product publications.

For all IBM Eligible Programs in Customer's covered support groups —

- a) code-related problem questions;
- b) 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
- c) for known defects, available corrective service information and program fixes as entitled under the terms of the IBM license.

## **Customer Responsibilities**

Under Support Line Services, Customer:

- a) will designate a Primary Technical Contacts (PTC), and up to two additional PTCs Customer's USA based representative to whom IBM may direct general technical information and questions regarding the Eligible Products within the environment, in order to enable effective communication with the IBM support center;
- b) agrees to ensure that any access codes IBM provides are used only by authorized personnel;
- c) will have valid licensing and subscription in place for Eligible Programs covered by this Service;
- d) will provide appropriate remote access to Eligible Products. Customer may request IBM follow Customer policies and procedures for remote access in a separate Transaction Document agreed to by the parties, as referenced in Customer's Purchase Order; and
- e) is responsible for obtaining all necessary permissions to use, provide, store and process content in Services, maintenance, or Program support, and grants IBM permission to do the same. Customer is responsible for adequate content back-up. Some of Customer's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Customer will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

## **Termination**

Customer may terminate any services and/or any purchase orders under this Appendix H in accordance with Appendix A, Section 11. B. of DIR-TSO-3996.

IBM may withdraw Service for a support group on the Eligible Products list on ninety (90) days' written notice. Other changes to the Eligible Products list are published as they occur. If IBM withdraws Service, or either party terminates a Support Line service as provided herein, and it is a service for which Customer has prepaid and IBM has not yet fully provided the Service to Customer, IBM will provide a prorated credit to the Customer. This credit applies if IBM Withdraws support for an entire support group but not if IBM simply withdraws support for individual products. Additionally, IBM may add individual products to the support group without an increase in price to the Customer. If IBM withdraws an individual product from a support group, and as a result the Customer no longer has any supported products in the Support Group, Customer may terminate service upon notice. For the Linux Product Subscription Option, termination by Customer is not subject to prorated refund or credit for prepaid charges.

## 8. System z Alert

Customer may purchase via a Purchase Order, System Z Alert services. Under System z Alert services, IBM will provide the following services for System z Products specified in the Schedule, as incorporated in the Customer's Purchase Order:

- a) automatic electronic notification of High Impact and Pervasive Authorized Program Analysis Reports (HIPER APARs) and any Program Temporary Fixes (PTFs) IBM discovers to be defective (PE PTFs);
- b) information regarding the installation of new releases of eligible Products or installation of preventive service packages;
- c) access to eligible Product cross-reference information;
- d) the ability to order PTFs and request their electronic delivery;
- e) with unique user IDs authorized for this Service, and
- f) the ability to order preventive service packages.

## 9. Resolve

Customer may purchase via a Purchase Order Resolve services for zSeries. Under Resolve, IBM will provide electronic assistance to Customer to identify and resolve problems with the operation of Eligible Products installed.

IBM will provide to Customer:

- a) tracking of Authorized Program Analysis Reports (APARs) and Program Temporary Fixes (PTFs);
- b) the ability to electronically report code-related problems to the IBM support center, and receive an electronic response;
- c) access to Eligible Product cross-reference information;
- d) access to information on the maintenance of Eligible Products;
- e) access to technical information databases, including a question and answer library;
- f) the ability to order PTF's electronically and request electronic delivery;
- g) unique user IDs authorized for this Service; and
- h) information regarding the installation of new releases of Eligible Products or installation of PTFs.

## 10. SoftwareXcel enterprise edition for System z

### Scope of Service

Customer may purchase via a Purchase Order SoftwareXcel enterprise edition for System z. Under this service, IBM will provide remote assistance with the operation of supported programs and system environments. Customer may request IBM follow Customer policies and procedures for remote access in a separate Transaction Document agreed to by the parties, as referenced in Customer's Purchase Order. Supported Eligible Programs are identified at [www.ibm.com/services/supline/products/](http://www.ibm.com/services/supline/products/)

The supported program list will change periodically to reflect Program additions (e.g., adding new programs) or deletions (e.g., deleting programs at its end of currency date). IBM may withdraw support for programs on the list without notice to the Customer. If the result of the Programs being withdrawn from the supported program list leaves the Customer with no supported products then the Customer may terminate the service upon notice.

The charges for the Service are based on the largest Machine and each additional Machine, at each of Customer's Specified Locations as listed in the Purchase Order. Machines designated as disaster recovery machines not in productive use, will be exempt if Customer notifies IBM in writing at [swxcel@us.ibm.com](mailto:swxcel@us.ibm.com)

### IBM Responsibilities

IBM will provide remote assistance (via an electronic submission capability) in response to requests for basic, short- duration, installation, usage, configuration questions, and information regarding IBM supported program publications.

IBM provides Service during Prime Shift (8:00 am to 5:00 pm in the local time zone, Monday through Friday, excluding national holidays). Off Shift is all hours outside of Prime

Shift, and Full Shift is all hours inclusive of Prime Shift and Off Shift. 24 hour all severity voice option is available for an extra charge.

Response Time is the elapsed time between when the Customer contacts IBM for technical support and the acknowledgment of the submission. IBM's initial response may result in technical resolution of the problem or it may form the basis for determining additional actions required. Response objectives are outlined in Exhibit 1 to this Appendix. See the IBM Software Support Handbook for call handling process and responsiveness by severity for code related issues at <http://www-304.ibm.com/webapp/set2/sas/f/handbook/home.html>

### Targeted Response Time Objectives

Electronic Assistance:

Severity	Prime Shift Response Time	Off Shift Response Time
All Severity	2 hours	2 hours, next business day
All Severity, code related issue, premium response requested	1 hour	Not Applicable

Telephone Support Upgrade (Prime Shift):

Severity	Prime Shift Response Time	Off Shift Response Time
All Severity	2 hours	2 hours, next business day
All Severity, code related issue, premium response requested	1 hour	Not Applicable

Telephone Support Upgrade (Full Shift):

Severity	Prime Shift Response Time	Off Shift Response Time
Severity 1	2 hours	2 hours
Severity 2-4	2 hours	4 hours
All Severity, code related issue, premium response requested	1 hour	Not Applicable

### Proactive and Notification Support Service

As part of **SoftwareXcel enterprise edition for System z**, IBM will provide Proactive and Notification Support Service which includes electronic notification of and information about, potential problems with selected IBM Programs. It also provides electronic access to assist Customer in identifying and resolving problems with the operation of Eligible Programs.

IBM provides Customer with:

1. a automatic electronic notification of High Impact and Pervasive Authorized Program Analysis Reports (HIPER APARs) and Program Temporary Fixes (PTFs) IBM discovers to be defective (PE PTFs), based on Customer's profile;
2. information regarding the installation of new releases of Eligible Programs and installation of preventive service packages;
3. the ability to order PTFs and request electronic PTF delivery;
4. the ability to order customized preventive and corrective service packages;
5. tracking of Authorized Program Analysis Reports (APARs) and PTFs;
6. the ability to electronically report code-related problems to the IBM support center and receive an electronic response;
7. access to information on the maintenance of Eligible Programs and diagnostic information on non-IBM problems;
8. access to Eligible Program technical information databases and cross-reference information, including a question and answer library; and
9. electronic monthly Status Reports.

## Reports

IBM will deliver Status Reports as Project Materials, as applicable.

### Customer Responsibilities

Customer agrees:

1. to have valid licensing in place for Eligible Programs covered by this Service;
2. to provide IBM with written notice of changes to Customer's processor inventory within one month after the change occurs, and to include any changes to Customer's disaster recovery machines which are those machines used to maintain business continuity, and are not part of production, test, or development machines;
3. to be responsible for obtaining all necessary permissions to use, provide, store and process content in the Service and grants IBM permission necessary to complete the Services to do the same. Customer's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Customer will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures; and
4. that if IBM detects inventory changes within Customer's Enterprise at Customer's Specified Locations during IBM's normal Customer inventory validation processes, IBM inform the Customer and upon receipt of new or amended Purchase Order update the Service based on the date the Machine(s) were installed or removed from productive use. IBM will not change the Services without a new or amended Purchase Order from the Customer.

### Termination

Customer may terminate any services and/or purchase orders under this Appendix H in accordance with Appendix A, Section 11. B. of DIR-TSO-3996.

## 11. Account Advocate Service

Customer may purchase via a Purchase Order Account Advocate Service (AA). AA is optional with standard base hardware and software support services (Basic Maintenance) for Eligible Products.

### Scope of Service

There are three Enhanced Service Modules in AA -- Priority Access, Priority Response and Priority Handling -- to provide premium remote voice and electronic entry into, and handling within, IBM's support structure to assist Customer with managing and maintaining its Information Technology (IT) environment.

IBM Basic Maintenance is required on all Eligible Products for which Customer selects AA coverage (hardware support is recommended for x86 server environments, not required).

Basic Maintenance for software is mandatory for x86 server environments. Customer must terminate AA upon termination of Basic Maintenance.

Eligible Products are identified at [www.ibm.com/services/supline/products/](http://www.ibm.com/services/supline/products/)

### IBM Responsibilities

Under the Account Advocate Services, IBM will assign a named member of the Account Advocate team as Customer's Account Advocate. The Account Advocate will conduct a Welcome Call designed to provide Customer with a unique AA Direct Access Code (DAC), and ensure that Customer is able to maximize the benefits of AA. After the initial Welcome Call, IBM will provide a Technical Support Plan (TSP) detailing AA. The Technical Support Plan shall include at minimum the following items:

- a. Primary Contact Information
- b. Back Up Contact Information
- c. Escalation Procedures

IBM provides standard AA, 8:00 a.m. to 5:00 p.m. in the local time zone where Customer's Primary Technical Contact (PTC) is located, Monday through Friday, excluding national



holidays (Prime Shift). Off Shift is all hours outside of Prime Shift, and Full Shift is all hours inclusive of Prime Shift and Off Shift.

Response Time is the elapsed time between when the Customer contacts IBM for technical support and the acknowledgment of the submission. IBM’s initial response may result in technical resolution of the problem or it may form the basis for determining additional actions required. See the IBM Software Support Handbook for call handling process by severity at <http://techsupport.services.ibm.com/guides/beforecontacting.html> as specified in Exhibit 1 to this Appendix H.

The Priority Support Team (PST) is the group of skilled AA technical support specialists responsible for tasks set out in the Priority Access, Priority Response and Priority Handling Support sections. An IBM-designated member of the PST (the Account Advocate) will initiate AA and provide an escalation path for any issues.

**Priority Access**

IBM provides direct priority access to a team of skilled resources as an initial point of contact for problem submissions on all products covered by a valid IBM support contract that are associated with an AA Eligible Product. Customer may submit Problem Management Records (PMRs) via remote voice using Customer’s unique DAC or electronic problem reporting.

**Priority Response**

The PST uses reasonable efforts to respond by telephone within the Targeted Response Time Objectives, based on the Severity of the problem and the time that Customer reports the problem. IBM’s initial response may resolve the problem or form the basis for determining if additional actions are required. Response Times are objectives only. IBM is not responsible for delays caused by systems and network problems.

Targeted Response Time Objectives

United States Telephone Assistance:

Severity	Prime Shift Response Time	Off Shift Response Time (24x7 upgrade)
All Severities	30 Minutes	30 Minutes

Electronic assistance:

Severity	Prime Shift Response Time	Off Shift Response Time
All Severities	2 hours	2 Hours, next business day

**Priority Handling**

The PST performs initial problem determination, problem source identification, and direct resolution, if possible. If additional resources are required for resolution, the PST will, based on the identified source and severity of the problem:

For all Severity Eligible Program problems --

- 1) engage the appropriate resources;
- 2) coordinate/manage the contributions of those resources;
- 3) monitor the progress of Customer problem submissions; and
- 4) provide regular status updates.
- 5) For all Severity problems not covered by AA --
- 6) route the reported problem to the appropriate resources to assume ownership and provide support per the terms/conditions of their support contracts; and
- 7) provide an escalation path as needed.

**IBM Tools**

With the Customer’s permission, IBM may use pre-existing tools, owned or licensed by IBM, in the performance of the Service (IBM Tools). Customer has no right to access,

retain, copy, or use the IBM Tools and no Customer license or intellectual property right is granted or implied by the use of the IBM Tools installed on Customer's Eligible Machines or at Customer's facilities. Customer acknowledges that the IBM Tools are the intellectual property of the IBM Corporation and are installed on Customer's machine(s) for the exclusive use of IBM. Customer has no right to access or use such Tools. IBM acknowledges that Customer is authorized to have the IBM Tools installed on Customer's machine(s) for the convenience of IBM. Tools are not warranted. Upon completion of the Service, Customer agrees to remove the IBM Tools from Customer's Eligible Machines and facilities.

## **Reports**

IBM will deliver a TSP to assist Customer in using AA. The TSP is an existing work owned by IBM and not created under the Schedule. IBM grants Customer an irrevocable, nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of the TSP.

### **Customer Responsibilities**

Customer agrees:

1. to submit all requests using Customer's DAC;
2. to identify and maintain a United States (USA) primary PTC and up to two backup USA PTCs, to whom IBM may direct general technical information;
3. to maintain, for the duration of AA, Basic Maintenance to support Eligible Products consistent with the AA service being purchased; and
4. that Customer is responsible for obtaining all necessary permissions to use, provide, store and process content in the Service and grants IBM permission to do the same. Customer's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Customer will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

## **Termination**

Customer may terminate any services and/or purchase orders under this Appendix H in accordance with Appendix A, Section 11. B. of DIR-TSO-3996.

## **12. Custom Technical Support**

Customer may purchase via a Purchase Order Custom Technical Support (CTS). Custom Technical Support is optional with standard base hardware and software support services (Basic Maintenance) for Eligible Machines and Eligible Programs (Eligible Products).

### **Scope of Service**

There are four Enhanced Service Modules in CTS -- Priority Access, Priority Response, Priority Handling, and Proactive Support -- to provide premium remote voice and electronic entry into, and handling within, IBM's support structure to assist Customer with managing and maintaining its Information Technology (IT) environment.

IBM Basic Maintenance is required on all Eligible Products for which Customer selects CTS coverage (hardware support is recommended for x86 server environments, not required).

Basic Maintenance for software is mandatory for x86 server environments. Customer must terminate CTS upon termination of Basic Maintenance.

Eligible Products are identified at [www.ibm.com/services/supline/products/](http://www.ibm.com/services/supline/products/)

### **IBM Responsibilities**

IBM will assign a named member of the Priority Support Team (PST) as Customer's Technical Solution Manager (TSM). The TSM will conduct a Welcome Call designed to

provide Customer with a unique CTS Direct Access Code (DAC), and ensure that Customer is able to maximize the benefits of CTS.

IBM provides standard CTS during Full Shift. For purposes of this Service, Prime Shift is 8:00 am to 5:00 pm in the local time zone where Customer's Primary Technical Contact (PTC) is located, Monday through Friday, excluding national holidays. Off Shift is all hours outside of Prime Shift, and Full Shift is all hours inclusive of Prime Shift and Off Shift.

Response Time is the elapsed time between receipt of the submission by IBM Technical support, and the acknowledgment of the submission. IBM's initial response may result in technical resolution of the problem or it may form the basis for determining additional actions required. See the IBM Software Support Handbook for call handling process by severity at <http://techsupport.services.ibm.com/guides/beforecontacting.html> as specified in Exhibit 1 to this Appendix H.

The PST is the group of skilled CTS technical support specialists responsible for tasks set out in the Priority Access, Priority Response, Priority Handling, and Proactive Support sections. Members of this team also assist the TSM with ensuring the provision of all aspects of CTS.

**Priority Access**

IBM provides direct priority access to a team of skilled resources as an initial point of contact for problem submissions on all products covered by a valid IBM support contract that are associated with a CTS Eligible Product. Customer may submit Problem Management Records (PMRs) via remote voice using Customer's unique DAC or electronic problem reporting.

**Priority Response**

The PST uses reasonable efforts to respond by telephone within the Targeted Response Time Objectives, based on the Severity of the problem and the time that Customer reports the problem. IBM's initial response may resolve the problem or form the basis for determining if additional actions are required. Response Times are objectives only. IBM is not responsible for delays caused by systems and network problems.

Targeted Response Time Objectives

United States Telephone Assistance:

Severity	Prime Shift Response Time	Off Shift Response Time
All Severities	30 Minutes	30 Minutes

Electronic assistance:

Severity	Prime Shift Response Time	Off Shift Response Time
All Severities	1 hour	1 Hour, next business day

**Priority Handling**

The PST performs initial problem determination, problem source identification, and direct resolution, if possible. If additional resources are required for resolution, the PST will, based on the identified source and severity of the problem:

For all Severity Eligible Program problems --

- a) engage the appropriate support resources;
- b) coordinate/manage the contributions of those resources;
- c) monitor the progress of Customer problem submissions; and
- d) provide regular status updates.

For all Severity hardware problems reported via the CTS DAC --

- a) engage the appropriate support resources;
- b) offer coordination/management assistance for problems being handled by remote IBM hardware support; and
- c) provide an escalation path as needed.

For all Severity hardware problems reported via non-CTS DAC or routed to field resources for resolution --

- a) monitor all severity problems;
- b) offer coordination and management assistance for problems handled by remote IBM support; and
- c) provide an escalation path as needed.

For all Severity problems not covered by CTS --

- a) route the reported problem to the appropriate resources to assume ownership and provide support per the terms/conditions of their support contracts; and
- b) provide an escalation path as needed.

### **Proactive Support**

The TSM and PST will perform proactive support activities designed to assist Customer to manage their supported IT environment, and establish and maintain a framework for technical communications and activity reporting.

The TSM will, during Prime Shift:

- a) remotely, via conference call, ensure Customer's ability to access the Priority Access and Priority Handling aspects of CTS, provide information related to the proactive aspects of CTS, and schedule an initial operational review meeting;
- b) provide Customer's Primary Technical Contact (PTC) with a detailed questionnaire to be completed and returned to the TSM, to enable the TSM to create and deliver the Technical Support Plan (TSP) to the PTC within 30 days of the Welcome Call. The TSP will:
  1. review CTS Service;
  2. document and maintain Eligible Products and product inventory supported under CTS;
  3. understand Customer's documented operational and maintenance processes, current support structure, critical applications, critical outage scenarios, and environment; and
  4. as applicable, provide details and schedule initial setup of the CTS tools; instructions on how to obtain the Performance Management for Power Systems Summary Report; and instructions on how to register for and obtain Alert reports providing maintenance details for AIX and IBM i Operating Systems.
- c) conduct annual remote reviews of the TSP;
- d) if applicable, verify that remote support electronic connections to the Eligible Products environment are functioning, and that the IBM-supplied diagnostic tools are available for use as documented in the TSP;
- e) create monthly a CTS Review package, including delivery of Reports in Section 6 as applicable; and
- f) schedule quarterly Status Calls with PTC to review status of monthly documentation, review tools output, provide advice on recommended practices for managing/maintaining Customer's Eligible Products, and ensure awareness of any planned changes related to Eligible Products.

### **CTS Customization**

Customization of CTS is based on options selected by Customer and may include the following or other Services mutually agreed to and as listed on the Schedule, as incorporated in the Customer's Purchase Order:

- the frequency of Status Calls and CTS Review packages,
- optional on-site operational reviews,
- remote proactive reviews of IBM i LPARs with a Remote Review Status Report being provided via email,
- 15-minute Response Time for Prime Shift / 30-minute Response Time for Off Shift,
- CTS level coverage for Power Licensed Program Products as Eligible Products, and
- access to Performance Management Detailed Reports for Eligible Products installed on Power Systems.

## **IBM Tools**

With the Customers' permission, IBM may use pre-existing tools, owned or licensed by IBM, in the performance of the Services (IBM Tools). Customer has no right to access, retain, copy, or use the IBM Tools and no Customer license or intellectual property right is granted or implied by the use of the IBM Tools installed on Customer's Eligible Machines or at Customer's facilities. Customer acknowledges that the IBM Tools are the intellectual property of the IBM Corporation and are installed on Customer's machine(s) for the exclusive use of IBM. Customer has no right to access or use such Tools. IBM acknowledges that Customer is authorized to have the IBM Tools installed on Customer's machine(s) for the convenience of IBM. IBM Tools are not warranted. Upon completion of the Service, Customer agrees to remove the IBM Tools from Customer's Eligible Machines and facilities.

## **Reports**

IBM will deliver the following Project Materials, as applicable:

- downloadable Performance Management for Power Systems Summary Report
- optional downloadable Performance Management for Power Systems Detailed Report
- Alert Reports (available only for AIX and IBM i Operating Systems, delivered electronically)

Customer will own the copyright in Project Materials that IBM develops for Customer under this Appendix H. Project Materials exclude works of authorship delivered to Customer, but not created, under the Appendix H, and any modifications or enhancements of such works made under the Appendix H (Existing Works).

IBM will deliver the following Existing Works:

- CTS Environment Questionnaire
- TSP to assist Customer in using CTS
- Service Activity Report (SAR), including proactive recommendations applicable for Customer's Eligible Products
- Maintenance Level Report (only for IBM i operating system)
- optional Remote Review Status Report (only for IBM i operating system)

IBM grants Customer an irrevocable (subject to Customer's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.

## **Customer Responsibilities**

Customer agrees:

- a) to submit all requests using Customer's DAC;
- b) to identify and maintain a United States (USA) a primary PTC and up to two backup PTCs, to whom IBM may direct general technical information;
- c) to maintain, for the duration of CTS, Basic Maintenance to support Eligible Products consistent with the CTS Service being purchased;
- d) that Customer is responsible for obtaining all necessary permissions to use, provide, store and process content in Services and grants IBM permission to do the same. Customer's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Customer will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures; and
- e) to obtain, prior to making any resources available to IBM, any consents necessary for IBM to perform the CTS Service.

## **Termination**

Customer may terminate any services and/or purchase orders under this Agreement in accordance with Appendix A, Section 11. B. of DIR-TSO-3996.

## **13. Enterprise Support Options**

Customer may purchase via a Purchase Order the Enterprise Support Options (“ESO”) (herein after referred to as “Services”.) These Services are designed to enhance Custom Technical Support (“CTS”) by adding the following service components.

As a prerequisite to this Service the Customer must maintain a valid CTS contract for all Eligible Machines and Programs for which the Customer select this option.

### **IBM Responsibilities**

IBM will assign a named Technical Advisor (TA) for Storage for Storage Machines covered by ESO.

- **Priority Handling.** The TA will assist the Priority Support Team (PST) with escalation and management of Severity 1 and critical problems reported to the PST for covered Products.
- **Proactive Support.** All hardware problems for Eligible Machines in which the PST has been actively engaged or has been monitored by IBM will be documented in the scheduled Service Activity Report (“SAR”).

## **Termination**

Customer may terminate any services and/or any purchase orders under this Appendix H in accordance with Appendix A, Section 11. B. of DIR-TSO-3996.

## **14. Technical Advisor for Storage**

Customer may purchase via a Purchase Order, **Technical Advisor for Storage services.**

### **Scope of Service**

Under Technical Advisor for Storage (“Services”), IBM will provide the Customer the activities as specified in this Appendix H as incorporated with the Customer Purchase Order for the Eligible Machines and Programs. The Specified Location(s) for which the Services will be provided, the Eligible Machines and Programs and other pertinent details relating to the Services are contained in the Schedule, as incorporated in the Customer’s Purchase Order.

### **Definitions**

**Base Support Services** – the following services must be in place as a prerequisite in order to fulfill the support under Technical Advisor for Storage. The services are as follows: IBM Software Maintenance and IBM Hardware Maintenance that apply to the Customer’s Eligible Machines and Programs.

**Customer Critical Problem** – problem with an Eligible Machine and Program, for which the Customer has no known work around, resulting in a critical disruption in the Customer’s business operations.

**Customer Support Plan (“CSP”)** – collection of documents which include information on problem reporting procedures, IBM support and contact processes, IBM’s severity designation levels, escalation handling, and information on the help available on IBM’s websites.

**Eligible Machines and Programs** – are those IBM hardware machines and programs eligible for the Services as identified at IBM’s Internet address at [www.ibm.com/supline/products](http://www.ibm.com/supline/products).

**Primary Technical Contact (“PTC”)** – the Customer’s representative to whom IBM may direct general technical information pertaining to the Services. The PTC or related delegate must have sufficient technical knowledge of the Customer’s Eligible Machines and Programs environment to enable effective communication with IBM’s support center.

**Technical Advisor** – an IBM appointed team of remote specialists that will work with the Customer’s PTC to establish and maintain a framework for technical communications for the services covered in this document.

**Specified Location(s)** – a location where the Customer’s Eligible Machines and Programs are installed and which is identified by the installation address specified on the Schedule, as incorporated in the Customer’s Purchase Order. All Eligible Machines and Programs must be physically installed in the United States (“U.S.”).

## **IBM Responsibilities**

- A. **Technical Advisor.** In support of the Customer’s Eligible Machines and Programs the remote Technical Advisor for Storage will:
1. conduct an initial remote welcome call with the Customer’s PTC to:
    - a) review the Services terms and any associated documents;
    - b) review the CSP which will be sent to the Customer’s PTC via email prior to the call;
    - c) obtain an overview of the Customer’s Eligible Machines and Programs environment to be supported under the Services at the Customer’s Specified Location; and
    - d) understand the current support structure within the Customer’s organization.
  2. maintain a valid hardware and software listing of the Customer’s Eligible Machines and Programs inventory;
  3. advise the Customer on appropriate software levels to ensure currency and function or fix content;
  4. advise the Customer on critical fixes or workarounds that may apply to the Customer’s environment; and
  5. monitor open reported problems to ensure that all appropriate actions are being taken and will assist with critical problems by providing additional coordination/management as needed.
- B. **Enhanced Problem Management.** For problems submitted by the Customer for the Customer’s Eligible Machines and Programs, on the Customer’s request, the remote Technical Advisor will:
1. monitor open problems to ensure progress and appropriate response time, and provide status updates at intervals dictated by the severity level outlined in the Customer’s Base Support Services and as agreed with you; and
  2. coordinate the support activities within IBM in case of a Customer Critical Problem, including the engagement of the appropriate level of support expertise and invoking IBM’s standard support escalation guidelines per the Base Support Services for which the Customer has contracted.
- C. **Enhanced Change Management.** For the Customer’s Eligible Machines and Programs the remote Technical Advisor will:
1. assist the Customer with assessment and planning for IBM software deployment updates and maintenance to ensure suitability and avoid potential exposure;
  2. serve as the primary focal point within IBM for questions related to change management of the Customer’s Eligible Machines and Programs environment;
  3. review and communicate to the appropriate IBM teams all planned changes as informed by you, and will inform the Customer’s PTC of potential impacts, as informed by the IBM labs or support centers;
  4. provide when applicable, product life-cycle, and product end-of-life planning for the Customer’s Eligible Machines and Programs; and
  5. consult with the Customer’s PTC and provide insights into IBM’s best practices around managing the Customer’s systems and availability management environment.

## **Reports**

IBM grants you an irrevocable, nonexclusive, worldwide paid up license to use, execute, reproduce, display, perform and distribute within Customer’s agency only copies of the CSP Plan that will be delivered under this Appendix H (“Existing Works”). IBM or its suppliers will own all right, title and interest including ownership of the copyright in CSP.

## **Customer's Responsibilities**

### **The Customer agrees to:**

- a) maintain for the duration of this Technical Advisor for Storage service, the appropriate Base Support Services for all products to be covered by the Technical Advisor for Storage service. If the Customer terminates any of these Base Support Services, the Customer must also terminate this Technical Advisor for Storage service;
- b) designate a primary PTC, and up to 2 backup PTCs who will be the focal point for all communication relative to the Services and who will have the authority to act on the Customer's behalf in matters regarding the Services. The Customer's PTC will do each of the following on the Customer's behalf:
  1. participate in the Technical Advisor welcome call; and
  2. utilize the established Base Support Services procedures for all of the Customer's problem submissions.
- c) ensure the appropriate personnel for activities, set out in this Technical Advisor for Storage service description, are made available by the Customer's organization;
- d) supply the environment details for the Customer's Eligible Machines and Programs upon request by IBM;
- e) use the information obtained under the Services only for the support of the information processing requirements within the Customer's enterprise. The Customer may not resell the Services or use it to provide support to third parties;
- f) 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 the Customer's 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 the Customer's responsibility to ensure the systems, applications, programs, and data meet the requirements of those laws, regulations and statutes; and
- g) ensure that appropriate backup, security and virus-checking procedures are in place for any computer systems that are part of the Eligible Machines and Programs covered by the Services.

## **Mutual Responsibilities**

Both parties 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. Both parties shall provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

## **Termination**

Customer may terminate any services and/or any purchase orders under this Appendix H in accordance with Appendix A, Section 11. B. of DIR-TSO-3996. Termination of the Services does not terminate or modify any of the Customer's Base Support Services contracts. Since the Services require the Customer to have Base Support Services in place for all IBM Eligible Machines and Programs to be covered by the Services, the Customer may not terminate the associated Base Support Services during the initial contract year; thereafter if the Customer terminates the associated Base Support Contract, the Customer must also terminate the Technical Advisor for Storage service.

## **15. Managed Technical Support**

Customer may purchase via a Purchase Order, IBM Managed Technical Support. The IBM Managed Technical Support is comprised of the services described herein (called "MTS Services") which includes, as activities, various service elements designed to provide support to the Customer. Under the IBM Managed Technical Support, IBM will provide a Delivery Project Manager who will assist the Customer in coordinating and managing technical



support for the Customer's Eligible Machines (IBM and non-IBM) and Eligible Programs covered by MTS Services.

The MTS Services is comprised of the following activities:

- Inventory and Invoice Reviews

### **Definitions**

Eligible Machines and Eligible Programs mean respectively 1) Machines that are specified in the Schedule, as incorporated in Customer's Purchase Order as Eligible Machines and 2) Programs which are specified in the Schedule, as incorporated in the Customer's Purchase Order as Eligible Programs which are covered under MTS Services.

### **Inventory and Invoice Reviews**

#### **IBM Responsibilities**

Activity: Inventory and Invoice Reviews

#### **IBM will:**

- A. create and provide a periodically updated Inventory Report
- B. provide a focal for invoice clarifications

#### **The Customer's Responsibilities**

The Customer agree to:

- A. provide IBM 30 days notification to modify any information on any additions/deletions/changes made to the Customer's hardware and software environment; and
- B. ensure that the Customer's Point of Contact reviews any applicable recommended.

## **16. Support Line for Open Source**

Support Line for Open Source is remote assistance with the operation of supported products and system environments (Service). In addition, IBM offers certain optional features as enhancements to this Service. These terms apply for each of these optional features. Eligible Products supported by this Service are identified at <http://www-03.ibm.com/services/supline/products/>

### **IBM Responsibilities**

For all Eligible Products identified in the Schedule, IBM will provide remote assistance (via telephone from IBM's support center, or electronically) in response to requests pertaining to the following:

- a. basic, short duration installation, usage, and configuration questions;
- b. code-related problem questions;
- c. 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
- d. for known defects, available corrective service information and a method to obtain available program patches from the Open Source supplier.

IBM will assist Customer in determining the cause of the problem and provide corrective information if it is available from the editor or the Open Source supplier. IBM is not responsible for the resolution of defects in the programs supported under this Statement of Work (SOW).

IBM will provide Customer with guidance on how to obtain patches, maintenance updates or refreshes (collectively Fixes) directly from the Open Source supplier. For those Eligible Products identified in the Schedule, IBM may also direct Customer to Rogue Wave, where Fixes may be made available in the form of patches under separate terms solely between Customer and Rogue Wave. Rogue Wave may make such patches available to the Open Source supplier for inclusion and distribution as errata updates and patches. There is no guarantee that the patches will be created or accepted by the Open Source supplier as part of the main code branch.

If a new defect (with or without known correction) is identified, IBM will report the defect to the Open Source supplier, and will inform Customer of known actions taken and the availability of corrective information.

Open Source supplier-licensed or Rogue Wave-licensed software, including Fixes, is directly distributed and licensed to Customer by the Open Source supplier or Rogue Wave under the terms and conditions of the Open Source supplier's or Rogue Wave's end user license agreement (EULA). While IBM may place an order with the Open Source supplier or Rogue Wave on Customer's behalf as a convenience, Customer acknowledges and agrees that IBM is neither a party to the EULA nor a distributor, licensor, or reseller of the Open Source supplier-licensed software, including any Fixes. While the Open Source supplier or Rogue Wave may provide Customer with certain warranties, representations, or indemnities under the EULA, IBM does not provide, whether express or implied, any warranty, representation, indemnity, or other license with respect to the Open Source supplier-licensed or Rogue Wave-licensed software and is merely providing Services under this SOW on Customer's behalf at Customer's request. Without limiting the generality of the foregoing, IBM provides no indemnity for any claim or alleged claim that all or any portion of the Open Source supplier-licensed or Rogue Wave-licensed software may infringe a third party's intellectual property right.

### **Response Objective**

IBM provides Severity 1 assistance 24 hours a day, every day of the year for Eligible Products where the Customer has selected the 24x7 option (if available). Consult the IBM Software Support Guide at <http://www14.software.ibm.com/webapp/set2/sas/f/handbook/home.html> for details, including the call handling process.

During Prime Shift, IBM's response time objective is two hours for voice and electronic problem submissions. For voice problem submissions outside of Prime Shift hours, IBM's response time objective for Severity 1 is two hours and, if available, and if Customer selects the 24x7 severity option, four hours for non-critical problems. For electronic problem submissions during other than Prime Shift, IBM's response time objective is within two hours of the start of Prime Shift on the next business day. IBM is not responsible for delays in electronic response delivery caused by systems and network problems.

### **Customer Responsibilities**

Customer:

- a. will designate the Primary Technical Contact (PTC), Customer's USA-based, technically qualified representative to whom IBM may direct general technical information and questions regarding the Eligible Products within the environment, in order to enable effective communication with the IBM support center. The PTC must have sufficient technical knowledge regarding the Eligible Products in Customer's environment to enable effective communication with the IBM support center;
- b. agrees to provide IBM written notice of changes to Machine inventory within one month after the change occurs. Such changes may cause a revision to charges;
- c. agrees to ensure that any access codes IBM provides are used only by authorized personnel;
- d. will have valid licensing and subscription (as applicable) in place for Eligible Programs covered by this Service;
- e. will provide appropriate remote access to Eligible Products and provide IBM with all relevant and available diagnostic information (including product or system information) pertaining to software problems. Customer remains responsible for adequately protecting Customer's system and all data contained therein whenever IBM remotely accesses it with permission. If Customer declines such remote system access, IBM may be limited in its ability to provide the full Service necessary to resolve the problem. If IBM is unable to do so, IBM will notify

Customer and close the service call; and is responsible for obtaining all necessary permissions to use, provide, store and process content in Services and grants IBM permission to do the same. Customer's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Customer will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

## **17. Under all this Appendix H and all services herein purchased by the Customer, Customer Responsibilities**

Customer agrees:

- A. to provide IBM with the inventory of Eligible Products to be covered at each Specified Location and to notify IBM of changes;
- B. that all Customer notices must be in writing and received by IBM 60 days prior to the effective date of a change, unless otherwise specified herein or in DIR-TSO-3996;
- C. to limit use of any access codes to electronic diagnostic tools, information databases, or other Service delivery facilities to those authorized to use them under Customer's control and only in support of Eligible Products and Services identified in TDs;
- D. to provide IBM with necessary information requested, and keep such information current;
- E. to allow remote access to Customer's system to assist in isolating the problem cause. Customer may request IBM follow Customer policies and procedures for remote access in a separate Transaction Document agreed to by the parties, as referenced in Customer's Purchase Order. Customer remains responsible for adequately protecting its system and all data contained therein whenever IBM remotely accesses it. If Customer denies remote access to its system by IBM, IBM may be limited in its ability to resolve the problem. If IBM is unable to resolve the problem without access, IBM will notify Customer and close the service call;
- F. that some Services may require the installation and use of remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution. Any third party communications or connectivity charges are Customer's responsibility;
- G. to use the information obtained under these Services only for the support of the information processing requirements within Customer's Enterprise;
- H. to securely erase all non-IBM programs and all data (including confidential, proprietary and personal data regarding any individual or entity) from any Machine or part of a Machine returned to IBM for any reason and ensure that it is free of any legal restrictions that would prevent its return to the extent allowable under the terms of Appendix A, Section 10. H. of DIR-TSO-3996 and Texas Government Code, Section 552.003;
- I. that, to perform its responsibilities, IBM may ship all or part of the Machine or its software to other IBM or third party locations around the world, unless otherwise specified and mutually agreed upon in a Transaction Document and agreed to in a Purchase Order;
- J. that Customer is responsible for obtaining all necessary permissions to use, provide, store and process content in connection with Services, and grants IBM permission to do the same. Customer is responsible for adequate content back-up. Some of Customer's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Customer will not input or

provide such content unless IBM has first agreed in writing to implement additional required security measures;

- K. that Services may be performed on-site at Customer's Specified Locations and off-site at IBM US locations;
- L. that the terms of the Machine Code License attached to the Purchase Order apply to Eligible IBM Machines and all Machine Code and Machine Code updates on such Eligible IBM Machines;
- M. to follow the service request procedures that IBM provides, to include installing entitled Machine Code and other software updates (downloaded from an IBM web site or copied from other electronic media), and to follow IBM's (or manufacturer's) guidelines pertaining to operator responsibilities, maintenance procedures, and supplies, prior to placing a Service request;
- N. acknowledge that IBM is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for the delivery of Services;
- O. acknowledge that if customer requires a Continental US environment for diagnostic dumps and traces, Customer will request this as a fee service separate from this Appendix; and
- P. that Customer cannot resell Services or transfer Services to another Machine.

## **18. Automatic Inventory Increase for Machine and Software Maintenance Services**

If Customer selects the Automatic Inventory Increase Option, IBM upon receipt of a Customer Purchase Order for will automatically increase the inventory count and associated Services at Specified Locations. The following terms apply. Upon request, each party will provide reasonable cooperation to the other in updating the last formal inventory.

### **OPTION #1 - MACHINE MAINTENANCE SERVICES**

If the Machine is under warranty when added, Services will commence at warranty exit. If the Machine is not under warranty when added, 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 remain outside the scope of this section unless Customer requests IBM add them during the transaction contract period. Services are the same as for all other Machines of the same type at the Specified Location.

Newly installed IBM Machines of the same type as WSU are added at date of actual installation and covered at the same WSU support level.

### **OPTION #2 - SOFTWARE SERVICES**

IBM will increase the inventory count and associated Services when an Eligible Program licensed for use on an Eligible IBM Machine is added to the inventory. Applicable Services are the same as for other copies of the Program licensed for use on Eligible IBM Machines of the same type at the Specified Location.

Services will commence immediately upon addition of the Eligible Program to the inventory (After License Fees may apply), except if the Program is covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then Services via ServiceElite will commence at the end of that support period.

## **19. Charges**

For each transaction and prior to providing any services for these items, either part will request an adjustment in Total Services charges when:

- 1) a review of the inventory count indicates a change from the date the Purchase Order was issued; or
- 2) a Specified Location is affected by a change that results in additional charges, Eligible Machine type, or Service is added, deleted, or changed.

All Charges and fees shall be in accordance Appendix C and are based on Service selections, price protection option, payment option, and any prepay period. Renewal charges are calculated at the start of each renewal period. Unless otherwise stated herein, or in a Transaction Document as incorporated in the Customer Purchase Order, Prepaid Services (including One Time Charges) must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid

except as provided herein or in a Transaction Document as incorporated in the Customer Purchase Order.

### **Price Protection**

For each transaction package, Customer selects one of the following Price Protection Options. Customer's selection may be specified in the Purchase Order for that transaction. Customer is under no obligation to pick any of these options.

#### **OPTION #1 ANNUAL - 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, Customer is invoiced at the charge rates that are then in effect and that invoice will serve as Customer's notice of changes. Newly added Eligible Products and Services and changes to configurations and Services assume the charge rate that applied at the previous yearly anniversary of the transaction contract period. Eligible Products and Services that become generally available during the transaction contract period are added at the charge rate that applied on their initial availability date.

#### **OPTION #2 PREPAY - PRICE PROTECTION FOR TRANSACTION CONTRACT PERIOD PREPAY**

Prepaid Services are not subject to increases in charges (during the prepaid period) for included Eligible Product configurations and Services. Newly added Eligible Products and Services and changes to existing Eligible Product configurations and Services 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 assume the charge rate that applied at transaction contract period start, with adjustment for the reduced prepay period. If Customer elects to have these charge terms apply for charges during any renewal transaction contract period (as recalculated at the start of each renewal period), Customer 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.

### **Re-establishment Fee**

If Customer's warranty or maintenance Service coverage for a Machine lapses by 90 days or more, and Customer subsequently requests to restart Services, a re-establishment fee applies based on the number of days of lapsed coverage, up to 365 days of the applicable Service fees for the Machines

## **20. Renewal**

All renewals shall be handled in accordance with Section 2 of DIR Contact DIR-TSO-3996.

## **21. Termination**

Customer may terminate any services and/or any purchase orders under this Appendix H in accordance with Appendix A, Section 11. B. of DIR-TSO-3996.

**22. Additional Terms**

For ServiceElite purchased under this Appendix H, the MSRP may include additional discounts for transactions which are prepaid.

As described in this Appendix H, Section 5.1, ServiceElite price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately and will be reflected in the next invoice unless the contract/transaction is prepaid. When contract is prepaid, the price decrease will not be effective until the next contract/transaction term.

When a Customer elects to work with an Order Fulfiller, all IBM responsibilities in Section 15 **Managed Technical Support** will be performed by the Order Fulfiller instead of IBM’s designated Delivery Project Manager.

**23. Extended Support Services**

Customer may purchase via Purchase Order Extended Support Services for end of currency (non-current versions of) software and operating systems. The Scope of these services will be delineated in a Statement of Work or Transaction Document attached to the Customer’s Purchase Order. The price shall be based on the scope of services purchased and shall be in accordance with the discounts specified in Appendix C of DIR-TSO-3996.

*Agreed to:*

**Customer name:**

\_\_\_\_\_

*Agreed to:*

**International Business Machines Corporation**

By: \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Purchase Order Number:

\_\_\_\_\_

## Exhibit 1: Response Objectives

### **Distributed systems (with Subscription and Support and/or Support Line prime shift support services offerings)**

When you contact software support to report a problem or update/get status on a problem, your request will be routed to a software support specialist. IBM's goal is to respond to your service request within two business hours during prime shift, and within two hours during off shift hours for critical problems.

<b>Severity</b>	<b>Impact</b>	<b>Response goal</b>
1	Critical business impact	Within two hours
2	Significant business impact	Within two business hours
3	Some business impact	Within two business hours
4	Minimum business impact	Within two business hours

### **System z Platform response objectives (improved responsiveness is available to Customers requiring it, through services offerings)**

For problems reported against Monthly License Charge (MLC) (i.e., System z) software products, IBM's response objectives continue to be based upon the severity of the request. The following table describes these objectives.

<b>Severity</b>	<b>Impact</b>	<b>Response goal</b>
1	Critical business impact	Within two hours
2	Significant business impact	Within four business hours
3	Some business impact	By the end of the next business day
4	Minimum business impact	By the end of the next business day