



Operated by MIBB

Attachment for IBM Appliances and Appliance Services

The terms of this Attachment for IBM Appliances and associated Services ("Attachment") are in addition to those of Client's MIBB Agreement, as applicable, and govern the purchase, warranty, maintenance and services for IBM Appliances obtained from MIBB or an authorized reseller. Associated Services related to software shall be delivered by IBM while associated Services related to hardware shall be delivered by MIBB. Client accepts the terms of this Attachment without modification by issuing a purchase order or other similar written authorization against the Quote. Capitalized terms not defined in this Attachment are defined in the Agreement, the Supplement for Purchase of IBM Appliances and associated Services (Supplement) and related documents.

1. Appliances

An Appliance is an Eligible Product (EP) which is any combination of Program Components, Machine Components and any applicable Machine Code Components offered together as a single offering and designed for a specific function. Unless otherwise provided, terms that apply to a Program apply to the Program Component of an Appliance. Client shall not use an Appliance component independently of the Appliance of which it is a part.

Each Appliance is manufactured from parts that may be new or used. In some cases, an Appliance or its replacement parts may have been previously installed. Regardless, IBM's warranty terms apply.

For each Appliance, MIBB bears the risk of loss until delivery to the carrier for shipment. MIBB pays for insurance on Client's behalf until delivery to Client's location. Client must report any loss in writing to MIBB within 10 business days of delivery and follow the claim procedure. When Client acquires an Appliance directly from MIBB, MIBB transfers title to a Machine Component to Client or, if applicable, Client's lessor, upon payment of all the amounts due. For an upgrade acquired for an Appliance, MIBB reserves transfer of title of the Machine Component until MIBB receives payment of all the amounts due and receives all removed parts, which then become MIBB's property.

If MIBB is responsible for installation, Client will allow installation within 30 calendar days of shipment or additional charges may apply. Client will promptly install or allow MIBB to install mandatory engineering changes. Client installs a Client-set-up Appliance according to instructions provided with it.

A Machine Code Component is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided by, used with or generated by a Machine Component, that permit the operation of the Machine Component's processors, storage, or other functionality as stated in its specifications. Client acceptance of this Agreement includes acceptance of IBM's Machine Code license agreements provided with the Appliance. A Machine Code Component is licensed only for use to enable a Machine Component to function under its specifications and only for the capacity and capability for which Client has acquired IBM's written authorization. The Machine Code Component is copyrighted and licensed (not sold).

2. Appliance Services

MIBB provides Appliance Services for Appliances consisting of Machine maintenance and IBM provides services for Software Subscription and Support as further described in the MIBB Appliance Support Guide.

One year of Appliance Services, starting on the Warranty Start Date specified in a Transaction Document, is included with the purchase of an Appliance. Appliance Services may automatically renew, unless Client provides written notice of termination prior to expiration of the prior coverage.

All renewals will be fulfilled with Appliance Services offered at the same level of service, if available, that

Client was entitled to during the first year. Parts removed or exchanged for upgrade, warranty service, or maintenance become MIBB property and must be returned to MIBB within 30 calendar days. A replacement takes on the warranty or maintenance status of the replaced part. If a Client returns an Appliance to MIBB, Client will remove all features not supported under Appliance Services, securely erase all data, and ensure that it is free of any legal restrictions that would prevent its return.

Appliance Services cover undamaged and properly maintained and installed Appliances used as authorized by MIBB with unaltered identification labels. Services do not cover alterations, accessories, supply items, consumables (such as batteries), structural parts (such as frames and covers), or failures caused by a product for which MIBB is not responsible.

If Appliance Services coverage expires, Client may reinstate the Appliance Services. The Appliance may be inspected by MIBB no later than 30 days after Appliance Services have been reinstated. If the Appliance is not in acceptable condition, Client must restore the Appliance into acceptable working condition, as determined by MIBB, in order to receive Appliance Service for that Appliance.

3. Additional Services

MIBB may offer additional services to support an Appliance as detailed in the Appliance Support Guide and associated Transaction Document.