

MIBB Statement of Work

Proactive Support Service for Power and Storage

1. Scope of Service

Under MIBB Proactive Support Service (the Service), MIBB will provide remote voice and electronic entry into, and handling within, MIBB's support structure to assist Client with managing and maintaining Client's Information Technology (IT) environment as specified in this Statement of Work (SOW) and any associated Schedules.

MIBB basic maintenance for hardware and software are prerequisites for each Eligible Product for which Client selects MIBB Proactive Support coverage and must be in place for the duration of the MIBB Proactive Support. Eligible Products are identified at <https://www.ibm.com/support/pages/node/7004671>

MIBB will provide remote support to assist Client with the supported IT environment and establish and maintain a framework for technical communications and activity reporting.

MIBB will align a Technical Account Manager (TAM), available during normal business hours in the local time zone where Client receives the Service, unless expressly stated otherwise. Other members of MIBB's support teams will assist the TAM with the provision of all aspects of the Service.

MIBB will provide the Services through its subcontractors and affiliates.

1.1 Priority Response

Response Time is the elapsed time between MIBB technical support's receipt of Client's problem submission and MIBB's acknowledgment of the submission. MIBB uses reasonable efforts to respond within the Targeted Response Time Objectives, based on the severity of the problem and the time that Client reports the problem. MIBB's initial response may resolve the problem or form the basis for determining if additional actions are required. MIBB is not responsible for delays caused by systems and network problems. Committed and Targeted Response Time Objectives

- a. For Eligible Programs, MIBB will commit to respond to Severity 1 calls within 30 minutes during 7x24. All Severity 1 calls must be reported with details of the affected software component, the machine type, and serial number. A problem is not reported until this information is provided.
- b. For Eligible Machines, MIBB will commit to respond to Severity 1 calls within 30 minutes during the hours of hardware maintenance coverage specified in any applicable basic maintenance contract.
- c. For Severity 2, 3 or 4 calls, MIBB will use commercially reasonable efforts to respond within two hours during normal business hours.

Severity Definitions are provided below:

Severity	Business Impact	Details
4	Minimal	An inquiry or non-technical request.
3	Some	The product, service, or functions are usable, and the issue doesn't represent a significant impact on operations.
2	Significant	A product, service, business feature, or function of the product or service is severely restricted in its use, or you are in jeopardy of missing business deadlines.
1	Critical	System or Service Down Business-critical functions are inoperable or a critical interface has failed. This usually applies to a production environment and indicates an inability to access products or services that results in a critical impact on operations. This condition requires an immediate solution.

1.2 Priority Handling

MIBB will perform initial problem determination, problem source identification, and direct resolution, if possible. MIBB will:

- a. for all Severity Eligible Program (software) problems, engage the appropriate support resources, coordinate and manage the contributions of those resources, monitor the progress of Client problem submissions, and provide regular status updates;
- b. for all Severity hardware problems reported by voice to the TAM - engage the appropriate support resources, offer coordination and management assistance for problems being handled by remote MIBB support, and provide an escalation path during normal business hours, as requested. For hardware problems reported electronically or routed to field resources for resolution - monitor Severity 1 problems, offer coordination and management assistance for problems handled by remote MIBB support, and provide an escalation path during normal business hours as requested; and
- c. for all Severity problems related to Eligible Products not covered by IBM Proactive Support but reported to the TAM, MIBB will route the reported problem to the appropriate resources to provide support under separate terms and provide an escalation path as requested.

1.3 MIBB Proactive Support

The TAM will perform Proactive Support activities to assist Client to manage the supported IT environment and establish and maintain a framework for technical communications and activity reporting. The TAM will:

- a. remotely conduct the initial Welcome Call, and provide information related to Proactive Support;
- b. provide Client's Primary Technical Contact (PTC) with a detailed questionnaire to be completed and returned to the MIBB representative, to enable MIBB to create and deliver the Technical Support Plan (TSP) to the PTC within 30 days of the Welcome Call. The TSP will:
 - (1) summarize the Proactive Support Service;
 - (2) document and maintain the inventory listing of Eligible Products;
 - (3) document Client's 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 Proactive Support tools;
- c. update the TSP as needed;

- d. if applicable, verify that remote support electronic connections to the environment are functioning, and that the IBM Tools are available for use as documented in the TSP;
- e. create a monthly Proactive Support review package, including delivery of Reports, as applicable;
- f. f. schedule quarterly Status Calls with PTC to review monthly documentation, review tools output, provide advice on recommended practices for managing and maintaining Client's Eligible Products, and document any planned changes; and
- g. provide information on approaching end of service dates when related to Client's Eligible Programs.

1.4 MIBB Proactive Support Customization

Client may select Proactive Support customization options as described in Section 2, for an additional charge. Customization of Service is based on options selected by Client and may include the following or other Services mutually agreed to as listed on the Schedule.

2. Additional Optional Services

2.1 On-site Reviews — available for Storage Systems only

MIBB will align a dedicated on-site resource who will:

- a. work with the Remote TAM Team on the supply of Service;
- b. schedule the onsite review meetings with Client's PTC;
- c. attend the review meetings with Client's PTC at Client's Specified Location(s) to review the Report and provide proactive advice on Client's technical IT environment based on information gathered by the Remote TAM Team and from Client's PTC via previous meetings; and
- d. represent Client's Services requirements internally within MIBB, based on the information received from the on-site meetings.

In the case of a Client Critical Problem (a problem with an Eligible Products, for which Client has no known work around, resulting in a critical disruption in Clients business operations) caused by an Eligible Product of the Support Groups covered by the Service, the on-site TAM will coordinate the support activities within MIBB. This includes:

- a. engaging the appropriated level of support expertise,
- b. invoking MIBB's predefined escalation guidelines, and
- c. providing follow-up status to Client's PTC until the problem is resolved.

The remote technical conference calls included under the base Proactive Support Service will be replaced by these on-site review meetings up to the number of selected meetings per annual service period.

The on-site review meetings will be scheduled pro-rated through the annual service period (e.g., quarterly for four meetings, monthly for 12 meetings). In case the Service is started during the annual service period the quantity of review meetings to be delivered will be reduced proportional. On-site review meetings not used in the current annual service period will not be refunded or cumulated in the next annual service period.

2.2 Increased frequency of Reports and Status Calls

Beyond the default number and frequency of Reports and Status Calls defined in the base offering of Proactive Support for Power and Storage, Client may choose to increase these values to monthly Reports and monthly Status Calls.

2.3 Health Checks

MIBB will provide remote health checks, which validates the functional integrity of Eligible Machines and provides the status of the connections within Client's IT environment. The charge for the Health Check is based on the number of the Health Checks.

2.3.1 Enhanced Health Checks for Power Systems

MIBB will perform Health Check on the Eligible Machines/Products. The number of Health Check selected is specified in the Schedule. Each sub section below counts as a single health check. The fees for Health Check are based on the number of the Health Checks purchased.

a. Health Check for IBM i includes:

- (1) System values and IPL attributes check;
- (2) Firmware version check;
- (3) Basic user profiles settings check;
- (4) Problems logged and error log check;
- (5) Main Storage Dump check;
- (6) Temporary storage check; and
- (7) Auditing settings check.

b. Health Check for AIX includes:

- (1) Installed system configuration;
- (2) Fault tables;
- (3) Snapshots regarding installed release versions, when applicable (Release, PTF and APAR);
- (4) Evaluation of disk configuration of RootVG;
- (5) Evaluation of network options;
- (6) Assessment of application dependent configuration of external disk systems;
- (7) Assessment of system resources and utilization;
- (8) Discussions of possible problem areas with Client's responsible contact;
- (9) Recommendations of solutions for possible problems;
- (10) Status of dump device; and
- (11) Review of memory and CPU setup/definition.

c. Health Check for PowerVM (VIO) includes:

- (1) Installed system configuration;
- (2) Fault tables;
- (3) Snapshots regarding installed release versions, when applicable (Release, PTF and APAR);
- (4) Evaluation of disk configuration of RootVG;

- (5) Evaluation of network options;
 - (6) Assessment of application dependent configuration of external disk systems;
 - (7) Assessment of system resources and utilization;
 - (8) Discussions of possible problem areas with Client's responsible contact; and
 - (9) Recommendations of solutions for possible problems.
- d. Health Check for PowerHA (HACMP) includes:
- (1) Installed system configuration;
 - (2) Fault tables;
 - (3) Snapshots regarding installed release versions, when applicable (Release, PTF and APAR);
 - (4) Evaluation of network options;
 - (5) Assessment of application dependent configuration of external disk systems;
 - (6) Assessment taken tuning actions;
 - (7) Discussions of possible problem areas with Client's responsible contact; and
 - (8) Recommendations of solutions for possible problems.
- e. Health Check for Hardware Management Console (HMC) includes:
- (1) Installed system configuration;
 - (2) Alert tables;
 - (3) HMC Snapshots regarding installed release versions;
 - (4) Evaluation of network options;
 - (5) System Firmware snapshots regarding installed and recommended versions;
 - (6) Assessment taken tuning actions;
 - (7) Appliance only hardware check;
 - (8) Discussions of possible problem areas with Client's responsible contact; and
 - (9) Recommendations of solutions for possible problems.

The data required for the Health Check analysis must be collected by Client at the Specified Location(s) as appropriate and as mutually agreed between Client and the TAM team. Upon the end of the Health Check activities the TAM team will analyze the data collected and will provide Client the finding and any additional recommendations that may apply for the optimization of Client's Eligible Machines/Product. The Health Check is related to the system (without partitioning) or to a logical partition of the Eligible Machine/Product specified in the Schedule. Logical partition (LPAR) is a subset of computer's hardware resources, virtualized as a separate computer, each housing a separate operating system. The Health Check service does not include assistance for:

- a. the design and development of applications.
- b. Client's use of Programs/Applications in other than their specified operating environment.
- c. Consultancy activities; or
- d. Performance related analysis.

2.3.2 Health Check for Storage

MIBB will perform Health Check on the Eligible Machines. The number of Health Check selected is specified in the Schedule. The MIBB resource will:

- a. communicate with Client to setup a mutually agreed upon time to run the Health Check;
- b. provide guidance to Client to send the system data, (for example configuration files) to MIBB;
- c. gather the system data (for example, log and configuration files) when they are not sent automatically;
- d. execute a Health Check to validate the internal functions;
- e. document the results of the Health Check and any corrective actions in the Proactive Health Check Report; and f. provide the Proactive Health Check Report to Client's PTC.

In addition to the above, for the following Eligible Storage Machines during the Health Check:

- a. For DS/8000 Systems, MIBB will:
 - (1) dial remotely into the DS/8000 after initialization and authorization of Client;
 - (2) provide guidance to Client to send the product engineering packages (CRON job, FTP-server), if required;
 - (3) execute an extended Health Check to validate the internal functions and the quality of the connection between the DS/8000 and the SAN (Storage Area Network) or the mainframe; and
 - (4) execute a call home test (the call home function warns IBM via modem or Internet about any technical or error messages) if the machine is connected to IBM.
- b. For IBM Midrange disks systems, MIBB will:
 - (1) execute a communication check to validate the quality of the connections with the environment during a six-hour time window.

3. Client General Responsibilities

Client agrees to:

- a. submit all requests as directed by MIBB;
- b. identify and maintain a local PTC, to whom MIBB may direct general technical information and questions;
- c. work with the assigned TAM to maintain the TSP;
- d. maintain, for the duration of the Service, prerequisite basic maintenance for Eligible Products, consistent with the Service being purchased, as described above. Client must terminate ~~IBM~~-MIBB Proactive Support upon termination of prerequisite basic maintenance on Eligible Products;
- e. be responsible for obtaining all necessary permissions to use, provide, store and process content in Services and grants MIBB permission to do the same. Client's content may be subject to governmental regulation or may require security measures beyond those specified by MIBB for an offering. Client will not input or provide such content unless MIBB has first agreed in writing to implement additional required security measures;
- f. install the appropriate Programs specified by MIBB as required for the use of remote electronic tools;
- g. be responsible for the security of Client information and for maintaining procedures for the reconstruction of lost or altered files, data, and programs; and
- h. where applicable, be responsible for the installation of microcode, firmware, and fixes which MIBB recommends.

3.1 Additional Client responsibilities for Onsite Reviews

Client agrees to:

- a. arrange the logistics of the scheduled review meetings;
- b. carry out any recommendations agreed with on-site TAM;
- c. make the on-site TAM aware of all security and fire regulations relevant to the meeting location; and
- d. provide MIBB with access to key resources and information as required to fulfill the Service.

3.2 Additional Client responsibilities for Health Check for Storage

Client agrees to:

- a. provide MIBB with Client's system data and any error logs and configuration files to the secured location provided by MIBB.
- b. review the final Proactive Health Check Report and decide whether to utilize any of the MIBB recommended corrective actions;
- c. install and activate, if applicable per MIBB's instructions, the Microcode Data Collector program(s);
- d. be responsible to maintain the ID and password table of the applicable Eligible Products within the Microcode Data Collector program(s) where necessary; e.remove, per MIBB's instructions, the Microcode Data Collector program(s);
- e. ensure that MIBB will have remote access to Client's Eligible Storage Machines for querying the required system data, or, if deemed possible by the TAM, ensure that Client provides the required system data identified by MIBB. Client will hereby approve the use of programs enabling MIBB to query the microcode levels or the required data and be solely responsible for security of the network. Client is responsible for any data and the content of any database that Client makes available to MIBB in connection with these Services, the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data, and backup and recovery of the database and any stored data.

In addition to the above for the DS/8000, if the Eligible DS/8000 Storage Machine is connected to MIBB via modem only, Client allows the dial-in and follows the instructions to send the error logs on the storage medium.

4. Reports

MIBB will deliver, or make available for download by Client, the following Project Materials, as applicable:

- a. My notification (available only for AIX and IBM i Operating Systems, delivered electronically).

In addition, MIBB will deliver the following Existing Works:

- b. Technical Support Plan (TSP); and
- c. Service Activity Report on an agreed frequency, summarizing service activity related to reported problems, including proactive recommendations

Client will own the copyright in Project Materials that MIBB develops for Client under this SOW. Project Materials exclude works of authorship delivered to Client, but not created, under the SOW, and any modifications or enhancements of such works made under the SOW (Existing Works). MIBB grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works. MIBB retains an irrevocable,

nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.

5. Claims for Non-Compliance with the Committed Response Time (CRT)

5.1 Calculation of Credits

If MIBB fails to meet the committed service level for a Severity 1 call relating to an Eligible Product (Eligible CRT Call), then Client is entitled to claim a credit from MIBB equivalent to 4% of MIBB's annual list price of the related Support Group that covers the Eligible Products for which Client claims the credit. The service charge for the Support Group is available upon Client's request from MIBB or from Client's MIBB Business Partner. Client is entitled to no more than 2 credits per Support Group per annual service period.

5.2 Reports

Upon Client's request, MIBB will provide a report in relation to the incident for which Client wants to claim for a credit.

5.3 Exclusions

Service credits shall not apply for any failure of an Eligible Product beyond MIBB's control or due to any of, but not limited to, the following:

- a. lack of availability or untimely response, from Client's PTC or by a delegated person with equivalent technical knowledge, to MIBB's respond by telephone;
- b. non-Eligible CRT Call or if the necessary requirements for an Eligible CRT Call as described in section "Priority Response" are not met; and
- c. denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers, IBM and MIBB's other vendors), and other force major events.

5.4 Exclusivity of Remedies

Client and MIBB agree that credits are liquidated damages and that such credits will constitute Client's sole and exclusive remedy with respect to the Eligible Products failure for which the credits are due. If Client had purchased the Services from an MIBB Business Partner, this SOW does not give Client any entitlement to claim against Client's MIBB Business Partner.

5.5 Settlement of Credits

In order to receive a credit, Client must notify MIBB no later than 10 days after the last day of the calendar month in which Client believes the committed service level for an Eligible CRT Call has not been met by MIBB. Failure to notify MIBB within this time period will result in loss of Client's eligibility for the subject credit. After investigation of Client's claim, MIBB will notify Client of any credit due, and Client will be entitled to receive a payment for the related sums. Any credits owed from MIBB to Client upon the expiration or termination of this SOW will be settled within 1 month following the effective date of expiration or termination. Client is entitled to receive a service credit only if Client had paid for the Services.

This Statement of Work, its applicable Transaction Documents, applicable Attachments, and the Agreement in effect between the parties are the complete agreement regarding Services and replace any prior oral or written communications between us. Accordingly, neither party is relying upon any representation that is not specified in the complete agreement including, without limitation, any representations concerning 1) levels of service, hours, or charges to provide any Service; 2) the experiences of other clients; or 3) results or savings Client may achieve. Client accepts the terms of this Statement of Work by 1) ordering, paying for, or using the Service referenced herein, or 2) signing it (or another document that incorporates it by reference) by hand or electronically, where recognized by law, if signature is required by either party.