

MIBB Statement of Work

Managed Maintenance Solution for Lenovo

1. Scope of Work

MIBB will provide Managed Maintenance Solution (MMS) for Lenovo products, based on Client's selected Service level and applicable additional services identified in the Schedule (collectively, the Service). Client may select from Basic, Advanced, or Premium level support, as each is described herein. Clients selections are documented in the Schedule. MIBB will provide the Services through its subcontractors and affiliates.

Service is provided in English language.

1.1 Basic Support

MIBB will provide:

- a. Managed Maintenance Solution (MMS) - 9x5 coverage for the term defined in the Schedule;
- b. Next Business Day (NBD) hardware on-site support for critical issues;
- c. hardware Call Home Solutions; and
- d. Support Insights Standard.

1.2 Advanced Support

MIBB will provide:

- a. Managed Maintenance Solution (MMS) - 24x7 coverage for the term defined in the Schedule;
- b. 4 hour response time hardware on-site support for critical issues;
- c. hardware Call Home Solutions;
- d. Support Insights Standard; and
- e. Client on-boarding.

1.3 Premium Support (IBM Multivendor Enterprise Care - MEC)

Premium Support is available for selected Lenovo Products only. Lenovo Products eligible for this Service are identified by machine / type model at <https://www.ibm.com/support/pages/node/7004671> . MIBB will provide:

- a. Managed Maintenance Solution (MMS) - 24x7 coverage for the term defined in the Schedule;
- b. 30 minutes response time for critical issues + 4 hours hardware on-site support;
- c. hardware Call Home Solution;
- d. Client on-boarding & Welcome call;
- e. Support Insights Pro;
- f. Technical Account Manager (TAM);
- g. Technical Support Plan; and
- h. Quarterly Support case report.

2. Service Description

2.1 Managed Maintenance Solution (MMS)

MMS is a collaborative Service with Lenovo, meaning MIBB may engage Lenovo for support to resolve Lenovo product problems. In the event Client wants to contact Lenovo for this Service, Client must contact

MIBB and MIBB will arrange a three-way conversation with Client, Lenovo, and MIBB. Under all circumstances, Client must place service calls to MIBB and MIBB remains responsible for Client support. MIBB will be Client's single point of contact for all Lenovo Service requests and will work with Lenovo to coordinate and resolve any issues relating to Client's support, arrange Level 3 support, and coordinate spare parts delivery.

Client may be required to upgrade to the most current firmware level containing code to correct a reported problem or if needed to assist with problem determination. MIBB will perform initial problem determination remotely via the BM Remote Technical Support (RTS). The IBM RTS will assist Client with usage and configuration questions and diagnostic review (to isolate the cause of a problem).

If MIBB or IBM determines that a failed hardware component or chassis replacement is required, MIBB will arrange replacement delivery to Client, for installation either by MIBB or by Client. MIBB will also assist in directing Client to work-around solutions to reported known issues or problems, or work with Lenovo to implement a resolution to newly reported problems. Unless specified otherwise, MIBB will guide entitled Clients to download available firmware updates and supporting documentation directly from the Lenovo download center.

Lenovo Products covered under this Service (Covered Products) by Specified Location (where support will be provided), any applicable options selected, and other details relating to the Service are documented in the Schedule.

MIBB will:

- a. perform initial assessment and problem determination/problem source isolation of Covered Products;
- b. make available local escalation points for initial problem determination, provided remotely via the IBM RTS for each hardware Service request;
- c. for on-site Service levels, dispatch a Service technician if, at MIBB's determination, on-site support is required for the hardware problem; and
- d. provide Client access to the IBM RTS 24 hours per day, seven days per week, for all Service support levels.

2.2 Service Exclusions

Services do not include:

- a. planning, design, installation and managed services, including configuration and customization of hardware, software, network and security infrastructures. If Client's organization requires any service that are not in scope of this Statement of Work (SOW), contact the MIBB sales representative for additional MIBB professional and consultancy services;
- b. furnishing of any hardware or memory upgrade required to run new or updated software;
- c. service of features, parts, devices, or software not supplied by either Lenovo or MIBB;
- d. service of hardware used other than as specified in applicable Lenovo- supplied documentation; e. failures caused by a product for which MIBB is not responsible;
- f. service of hardware installed outdoors or installed indoors, but in a place, where Service personnel would be considered to be "working at a height" as defined by any applicable health and safety laws;
- g. pre-assembly of Field Replaceable Units (FRUs) shipped to Client under a Client on-site exchange service level; and
- h. Client on-site exchange service at any unmanned site where Client representative is unavailable to receive the FRI-J.

2.3 Response Time Objectives

MIBB uses commercially 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.

Following problem determination, if MIBB determines on-site Service is required, a service technician will be scheduled for Service at the Specified Location. The on-site target response time objective measurement commences at this point.

Response times are objectives only. MIBB is not responsible for delays caused by systems and network problems.

The contact target response time objective, as measured by MIBB, is the period of time between Client's service request being registered as an eligible call in MIBB's call management system and MIBB's technical representative contacting Client to initiate problem determination. This contact can be via phone call, email, or any other electronic form.

The on-site target response time objective is measured by MIBB at the time MIBB's technical representative arrives at Clients Eligible Machine location.

MIBB uses commercially 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. Response times are objectives only.

Severity definitions are posted 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.

Remote response times objectives					
	Coverage	Severity 1	Severity 2	Severity 3	Severity 4
Basic	9x5	4 hr	4 hr	4 hr	4 hr
Advanced	24x7	2 hr	2 hr	4 hr	4 hr
Premium	24x7	30 min	30 min	4 hr	4 hr

On-site response times objectives					
	Coverage	Severity 1	Severity 2	Severity 3	Severity 4
Basic	9x5	NBD*	NBD*	Mutually agreed	Mutually agreed
Advanced	24x7	4 hr	ND**	Mutually agreed	Mutually agreed
Premium	24x7	4 hr	4 hr	Mutually agreed	Mutually agreed

* NBD = Next Business Day

** ND = NextDay

2.4 Hardware Call Home Solution

Hardware Call Home is a support services solution that allows problems being detected and automatically reported to MIBB IBM Support.

2.5 Client on-boarding and Welcome call

MIBB will contact the Client via e-mail, introducing MIBB advanced support services solution. For Premium Support the on-boarding includes a Welcome call, TAM introduction and Technical Support Plan overview.

2.6 MIBB Support Insights

MIBB will provide Support Insights through a cloud-based portal (Portal) to help Client plan preventive maintenance for Eligible Products. The Support Insights Portal can be accessed after registration at <http://ibm.biz/support-insights>. Additional terms may be presented when accessing different options at the Portal. Client may select additional elements for a separate charge.

2.7 Technical Account Manager (TAM)

The Technical Account Manager (TAM) is a critical product-based support role that will serve as the key Client interface for in scope hardware, delivering partnership and consultancy, as well as direct engagement on high priority support cases. TAM support is offered in English. Upon request and mutual agreement by the parties, TAM support in other languages may be arranged, if available.

Key roles fulfilled by the TAM include:

- a. provide Client's Primary Technical Contact (PTC) with the MEC Environment Questionnaire to enable the TAM to create and deliver the Technical Support Plan (TSP) to Client's PTC, The Questionnaire is to be completed and returned to the TAM within 30 days;
- b. provide Client's PTC with the Welcome call deck with information related to MEC;
- c. organize a Welcome call to introduce and review the TSP;
- d. update the TSP as needed;
- e. if applicable, verify that remote support electronic connections to the environment are functioning and that the BM Tools are available for use as documented in the TSP;
- f. create a monthly MEC Operational Review Report, including delivery of Reports (service activities); and
- g. schedule and conduct remotely quarterly meetings with Client's PTC to review the MEC Operational Review Reports.

2.8 Project Materials

Under the MEC option, MIBB will deliver, or make available for download by Client, the following Project Materials:

- a. MEC Environment Questionnaire for Client to complete;
- b. Welcome Call documents;
- c. Technical Support Plan (TSP); and
- d. Quarterly Support case report summarizing the service activity related to reported problems.

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 or its suppliers will own all right, title and interest including ownership of the copyright in the 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. MIBB grants Client an irrevocable, nonexclusive, paid-up license to use, execute, reproduce, display, perform and distribute, within Client's Enterprise only, copies of the TSP that will be delivered under this SOW. All Client's pre-existing information remains Client's property.

3. Optional Add-on Services

3.1 Battery Maintenance Option

Under this Battery Maintenance Option, MIBB will replace defective or nonworking batteries. If Client's reported problem requires battery replacement, MIBB will supply the replacement battery for MIBB installation.

MIBB maintenance coverage is a mandatory prerequisite for Eligible Machines covered under this Option. The applicable Schedule will identify the covered Eligible Machines by Specified Location, serial number, and coverage.

3.2 Additional optional services

Client may select additional optional services described in a separate SOW for a separate charge as defined on the Schedule.

4. Client Responsibilities

Client agrees to:

- a. follow all guidelines related to the service requests and, upon request, provide MIBB temporary access to Client's hardware via modem or the Internet for remote problem diagnosis and correction. Client is responsible for supplying the modem and telephone lines required at Client's facility and providing MIBB temporary user access to the hardware while under Client's control. Client remains responsible for security of Client's information during the Services;
- b. upgrade to the most current firmware level that contains corrective code to correct a reported firmware problem or if needed to assist with problem determination;
- c. remain responsible for procedures for backups and reconstruction of files, data, and programs, and to back up firmware images and configurations on a regular basis and provide those images and configurations to Service personnel;
- d. securely erase all non-IBM programs and all data (including confidential, proprietary and personal data regarding any individual or entity) from any product returned to MIBB for any reason and ensure that it is free of any legal restrictions that would prevent its return.
- e. provide MIBB with one month's written notice for moves, additions, or deletions of hardware. Client also agrees to notify MIBB of any modification to the hardware or firmware configuration, including upgrades or changes not in the original configuration, within 30 days of modification; and
- f. maintain maintenance coverage for the committed term of this SOW. If Client allows maintenance to lapse then subsequently requests to restart Services, certain eligibility requirements must be met, a billable inspection may be required, and a Re-establishment Fee may apply. For on-site Services, Client also agrees to:
- g. provide an appropriate work environment and reasonable access including working space with heat, light, ventilation, electric current and outlets, and local telephone extension in proximity to the hardware for the use of Service personnel, and ensure that the location where the stepladder will be used must be level, free of obstacles or debris, and suitable for safe use of a stepladder;
- h. ensure prior to any on-site Service that all hardware installed can be accessed without Service personnel being required to be "Working at a height" as defined by any applicable health and safety laws; and
- i. provide Trivial File Transfer Protocol (TFTP) capabilities or Internet access for downloading software images by Service personnel.

5. Renewal

Eligible Products will not be automatically added to Client's covered inventory. This Service will not automatically renew. Addition of products or continuation of support is by issuance of a new Schedule documenting the new coverage period and related charges.

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.