

MIBB Storage Expert Care Statement of Work

1. Scope of Work

When Client acquires IBM Storage, Client may select from MIBB Storage Expert Care Basic, MIBB Storage Expert Care Advanced, or MIBB Storage Expert Care Premium, as each is described herein, in addition to the standard Machine warranty. Clients selections are documented in the transaction document (TD). The available MIBB Storage Expert Care options depend on the machine type / model selected by the Client. MIBB will provide the Services through its subcontractors and affiliates.

Unless MIBB specifies otherwise, these Services apply only in the country in which the Services were purchased and may not be transferred outside that country. The support is provided in English language.

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.

Severity Levels are defined below:

1.1 MIBB Storage Expert Care Basic

MIBB will provide:

- Warranty Service Upgrade and Machine maintenance, 9x5 coverage for the term defined in the Schedule; and
- Support Line software support for Machine Licensed Code or IBM Software Maintenance (SWMA), if applicable for the selected machine type-model.

1.2 MIBB Storage Expert Care Advanced

MIBB will provide:

- Warranty Service Upgrade and Machine maintenance, 24x7 coverage for the term defined in the Schedule,
- Support Line software support for Machine Licensed Code or IBM Software Maintenance (SWMA), if applicable for the selected machine type-model;
- Predictive Support commencing at warranty start (as a Warranty Service Upgrade) and continuing after warranty for the term Expert Care is in effect, if applicable for the selected machine type model; and

- d. Optional Committed Maintenance Service Levels (CMSL) for the warranty or maintenance period, as applicable.

1.3 MIBB Storage Expert Care Premium

MIBB will provide:

- a. Warranty Service Upgrade and Machine maintenance, 24x7 coverage for the term defined in the Schedule;
- b. Support Line software support for Machine Licensed Code or IBM Software Maintenance (SWMA), if applicable for the selected machine type-model;
- c. Predictive Support commencing at warranty start (Warranty Service Upgrade) and continuing after warranty for the term Expert Care is in effect, if applicable for the selected machine type-model;
- d. Technical Account Manager (TAM);
- e. Enhanced Response Time (Severity 1 and Severity 2) 30 Minutes;
- f. Remote Code Load (2 times per calendar year, as requested by Client), if applicable for the selected machine type-model; and
- g. Optional Committed Maintenance Service Levels (CMSL) for the warranty or maintenance period, as applicable.

2. Service Descriptions

2.1 Warranty Service Upgrade and Machine Maintenance

IBM Warranty Service Upgrade and Machine maintenance is described in the Attachment.

Expert Care Target Service Objectives

The contact target response 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 making contact with Client to initiate problem determination. This contact can be via phone call, email, or any other electronic form.

The Priority Support Team 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.

The MIBB onsite target objective starts after problem determination (the time at which remote problem diagnosis and action plan creation has completed) and the objective will be deemed met when the technician or part arrives on-site.

MIBB is not responsible for delays caused by systems and network problems.

2.2 Support Line —IBM Storage with Licensed Internal Code

Support Line is remote assistance with the operation of supported products and system environments (Service). The Supported Eligible Products for this Service are identified at www.ibm.com/services/supline/products/. Refer to the Support Line offering for Eligible Products. Eligible Products for storage devices are grouped by IBM storage classification.

MIBB will provide remote assistance (via telephone from MIBB's support centre, or via an electronic search and questioning capability) in response to requests pertaining to all Eligible Products in Client's covered support groups:

- a. basic, short duration installation, usage, and configuration questions; and

questions regarding IBM Supported Product publications. MIBB provides Severity 1 assistance 24 hours a day, every day of the year.

2.3 MIBB Software Maintenance —IBM Storage

Coverage Period. For Eligible Programs running on IBM Storage, Charges for Software Maintenance, charge are included in the MIBB Storage Expert Care charges. The Initial Software Maintenance Period begins on the date that MIBB makes the Program available to Client. MIBB does not issue a credit or refund for the unused portion of a Software Maintenance Period.

2.4 Predictive Support

MIBB provides Predictive Support for Client's installed configuration, not on individual components. MIBB provides predictive alerts, during warranty and maintenance coverage periods, for defects, known issues, best practice violations, common misconfiguration issues, and other problems if Client enables IBM's predictive tools. Predictive alerts will be collected and analyzed by IBM Tools or MIBB representatives on a regular basis. If there is a significant need for immediate action to be taken to avoid or prevent an incident, Client will be contacted and an action plan will be discussed.

Predictive Support will commence at warranty start as a Warranty Service Upgrade and continue after warranty for the term of maintenance coverage while Expert Care is in effect. IBM Tools must be installed and allowed to run on Client's system for Predictive Support to function. If Client does not permit the use of IBM Tools or if Client does not permit Predictive Support alerts to be collected and analyzed, MIBB is relieved of its obligations for Predictive Support.

2.5 Technical Account Manager (TAM)

Technical Account Manager (TAM) is a critical product-based support role that will serve as the key Client interface for in scope hardware and software, 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 tasks fulfilled by the TAM include:

- a. provides support and deployment requirements preparation;
- b. assists in Call Home and Predictive Support enablement;
- c. consults on software roadmap and currency;
- d. provides technical insights for Client impact avoidance; e. consults on recommended practices analysis; f. facilitates enhanced Response Times on Severity 1 and Severity 2 problems;
- g. leads direct engagement on support cases, drives case trajectory, and complex issue resolution;
- h. delivers relationship management including welcome calls, Support Plan, monthly reporting, and quarterly meetings; i. coordinates activity on Client's behalf with Predictive Support team; j. coordinates activity on Client's behalf with the Code load team;
- k. assists with critical situation integration ensuring timely root cause analysis; and l. consults with Client on change management.

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 Support Plan that will be delivered under this SOW. MIBB or its suppliers will own all right, title and interest including ownership of the copyright in the Materials. All Client's pre-existing information remains Client's sole property.

2.6 Enhanced Response Time (Severity 1 & Severity 2) 30 Minutes

Response time is the elapsed time between MIBB technical support's receipt of Client's problem submission and MIBB's acknowledgement of the submission. The Priority Support Team 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 of form

the basis for determining if additional actions are required. Response Times are objectives only. MIBB is not responsible for delays caused by systems and network problems.

Targeted response time objectives for Severity 1 and Severity 2 and all shift times are 30 minutes.

Consult the MIBB Support Guide for details.

Severity descriptions are defined below

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2.7 Remote Code Load

Remote Code Load (RCL) allows hardware and software code updates for the Eligible Products specified in the TD. Code updates will be performed by remote MIBB support personnel, instead of an onsite Support Services Representative (SSR). MIBB has implemented a remote capability to upgrade code on Client's entitled Products. RCL is the preferred code delivery method, efficient and secure for both MIBB and Client.

MIBB will implement updates of the code levels on Client's entitled MIBB Machines using RCL Services on targeted systems as planned by Client and Technical Account Manager, twice per year, as described herein. By providing an update of the code level on an entitled IBM Machine, MIBB does not provide any further warranty concerning the Eligible IBM Machine, its code, or its performance.

2.7.1 Client responsibilities for Remote Code Load Client

agrees to:

- a. provide remote access to the systems requiring code updates,
- b. remain responsible during the code update for any decisions regarding upgrades on Client's Eligible IBM Machines;
- c. provide MIBB with all information requested, this may include Client's system configuration and an outline of Client's network topology;
- d. approve the use of programs enabling MIBB to query the Code levels/perform Updates by ordering RCL; and
- e. notify MIBB of changes to Clients Eligible IBM Machines, and of updates to the Code, drivers, or operating systems. Client will provide MIBB with the necessary access to enable MIBB to perform updates on several of Client's Eligible IBM Machines, simultaneously if possible, to reduce wait times.

2.8 Optional Committed Maintenance Service Levels

Optional Committed Maintenance Service Levels (CMSL) for Warranty Service Upgrade and Maintenance Service Upgrade are in addition to the other Services defined herein, for ~~IBM~~ IBM Storage Expert Care Advanced and Premium tiers only. CMSL apply only to Machine serial numbers specified on the Schedule and run coterminous with Storage Expert Care. CMLS is only available for Severity 1 and 2.

2.8.1 Description of Committed Maintenance Service Levels

Fix Time: MIBB commits to perform the Service within the selected Fix Time. The Fix Time, 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 the Eligible Machine being restored to its specifications. Eligible Machines are specified in the TD.

2.8.2 Claims for Non Compliance with the Committed Maintenance Service Level — Credits

For an entitled Machine type/model/serial eligible for CMSL, if MIBB fails to meet the CMSL for Client's service request, Client is entitled to claim a Service credit. For the applicable Eligible Machine type/model / serial, the Service credit is equivalent to 3% of the contracted annual Expert Care charge for that specific Eligible Machine type/model/serial, per incident. For terms less than one year, the credit will be prorated.

Client is entitled to no more than two Service credits per Eligible Machine per contracted year (i.e., the maximum total credit which can be claimed by Client per Eligible Machine per contracted year is 6% of the annual Expert Care charge for the Eligible Machine type/model/serial). CMSL credits are only available to Client with paid-up CMSL coverage.

If a single event causes an outage resulting in multiple failures, Client will be eligible to receive the Service credit for only one of the failing Eligible Machines. In this case, Client will only receive the Service credit for the Eligible Machine with the greatest contracted annual Expert Care charge and not an aggregate credit for all failing Eligible Machines.

For CMSL acquired from an MIBB Business Partner, Client will claim applicable credits from the MIBB Business Partner that sold CMSL to Client.

In order to receive a service credit, Client must notify its seller no later than 30 days after the date MIBB failed to meet the CMSL for a Qualified Call. After the 30 days have passed, the eligibility to claim the credit is forfeited. After investigation of Client's claim, MIBB will notify Client or Client's MIBB Business Partner, as applicable, of any service credit due to Client. Such service credits are useable to offset any amounts due to MIBB but not for amounts due to any MIBB Business Partner. Any credits owed upon the termination of CMSL will be settled within one month following the termination.

2.8.3 Exclusions

Service credits do not apply during the initial one month period after the Service start date for the Eligible Machine, or for one month after the date of installation of a system upgrade, whichever is later (collectively, the Transition Period).

Service credits do not apply to:

- a. any delay due to causes outside MIBB's control;
- b. failures caused by an external source (product or software);
- c. failures due to non-incidental problems (not limited to failure due to system administration, commands, file transfers performed by Client's representatives);
- d. any delay due to Client's actions, including, but not limited to:
 - (1) Client-deferred Services, scheduled maintenance, incomplete information, delays in providing security clearance to the MIBB representative arriving on site, work performed at Client's request, or due to other activities Client directs;
 - (2) down level microcode or firmware, where microcode and firmware levels are Client's responsibility;
 - (3) Client's election not to use remote electronic support facilities or electronic services, where available at no charge and designed to minimize system downtime;
 - (4) lack of access to the Machines, or lack of timely response by Client for incidents that require Client participation for source identification or resolution;
 - (5) delay in the performance of Client's responsibilities, or Client's breach of Client's obligations, under the SOW or Agreement; or
 - (6) periods of non-availability due to other parties, including Client or MIBB Business Partner. Delays caused by Client are deducted from the measurement of Fix Time.

2.8.4 Exclusivity of Remedies

Client and MIBB agree that service credits are liquidated damages that constitute Client's sole and exclusive remedy for missed CMSL. If Client purchased CMSL from an MIBB Business Partner:

- a. this SOW does not give Client any entitlement to make additional claims against Client's Business Partner directly for missed CMSL; and
- b. Client must claim applicable credits from the MIBB Business Partner that sold CMSL to Client.

2.8.5 Changes

Changes (e.g., due to a system upgrade or a system conversion installed on an Eligible Machine, or a higher Service level) will be documented in a separate transaction, effective the day the system upgrade, system conversion, or Service level is effective. If Client acquired CMSL from an MIBB Business Partner, the Business Partner determines and invoices the increased charge, if any.

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.