

MIBB Statement of Work

Software Support Extension

1. Scope of Work

Software Support Extension (the Service) includes remote assistance (from MIBB's support center or by electronic access as specified below) in response to problems discovered after a Program version reaches end of service as announced by MIBB.

Program-specific terms, if any, will be specified in an Appendix. The selected support level, supported products, charges, coverage period dates, and other details are specified in the Schedule.

IBM Software Maintenance IBM Passport Advantage, or equivalent coverage, if available, must be maintained for Programs covered by Software Support Extension.

MIBB will provide assistance for routine, short duration installation and usage (how-to) questions and code-related questions, via electronic access and if available, telephone, only to Clients Information Systems (IS) technical support personnel during normal business hours. MIBB provides Severity 1 assistance 24 hours a day, every day of the year. Severity Levels are defined 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.

Assistance is provided only to Client's technical support personnel within Client's enterprise and not to Clients end users. MIBB does not warrant uninterrupted or error-free operation of an IBM Product or MIBB Service or that MIBB will correct all defects or prevent third party disruptions or unauthorized third-party access.

MIBB will provide the Services through its subcontractors and affiliates.

2. Software Support Extension Support Levels

2.1 Usage Support Only

MIBB will provide remote assistance for how-to, usage, configuration and product documentation questions for the Eligible Machines and supported products. This Service does not include (1) preventive service, or (2) the creation of patches, bypasses or fixes or the development of any software, including those designed to address security.

2.2 Defect Support Only

MIBB will provide remote assistance for new and known defects for the supported products as follows:

- a. provide assistance with questions regarding product documentation related to the supported products;
- b. review diagnostic information to assist in the isolation of a problem cause (which would include, assistance interpreting traces and dumps for installation problems);
- c. provide technical assistance to address known defects for which available corrective service information and program fixes are already available under the IBM Program license for the supported product. For the avoidance of doubt, Defect Support does not include: (1) preventive service, or (2) the creation of patches, bypasses, fixes, or the development of any new software, including those that are designed to address security; and
- d. if it is determined that the supported product contains defects such that it does not conform to program specifications when properly used in the supported operating system environment for which the program was designed, MIBB will use commercially reasonable efforts to provide a corrective restriction, bypass, or fix package, which may require prerequisite or co-requisite fix packages. Any fix is provided at the then-current maintenance level on the release for the supported product. For the avoidance of doubt, MIBB will not always be able to provide a corrective restriction, bypass, update, patch, or fix for a security issue. For example, MIBB may determine at its sole discretion that a resolution is not feasible due to size, complexity, or risk factors associated with code implementation and dependent architectural modifications.

2.3 Usage and Known Defect Support

MIBB will provide assistance for routine short-duration installation and usage (how-to) questions and code related questions. MIBB will also assist on supported product known defects for which corrective service information and fixes are already available. For the avoidance of doubt, this Service does not include: (1) preventive service, or (2) the creation of patches, bypasses, or fixes, or the development of any new software, including those that are designed to address security.

2.4 Full Support (Usage, Known and New Defect Support)

In addition to Section 2.3, if the supported Product contains a defect such that it does not conform to Program specifications when properly used in the supported operating system environment for which the Program was designed. MIBB will use commercially reasonable efforts to provide a corrective restriction, bypass, update, patch, or fix, that may require prerequisite or co-requisite fix packages. A fix, if any, is provided at the then-current maintenance level for the supported Product. For the avoidance of doubt, MIBB will not always be able to provide a corrective restriction, bypass, update, patch, or fix for a security issue. For example, MIBB may determine at its sole discretion that a resolution is not feasible due to size, complexity, or risk factors associated with code implementation and dependent architectural modifications.

3. Client Responsibilities

Client agrees to:

- a. ensure that any access codes MIBB provides are used only by Client's authorized personnel;
- b. install the latest available corrective service level, if requested;
- c. not apply any fixes obtained from non-MIBB sources;
- d. maintain IBM Software Maintenance, IBM Passport Advantage, or an equivalent agreement, if applicable, for Programs covered by Software Support Extension; and
- e. provide MIBB with all relevant diagnostic information (including product or system information) that pertains to the software problem management record.

In addition to the above Client Responsibilities, for Support levels that include Defect Support, Client agrees to:

- a. perform a regression test before accepting any fix, to verify its integrity within Client's System z environment; and
- b. apply all fixes supplied by MIBB that pass regression testing to update software to assist with problem resolution. If the fix package does not pass Client's regression test, MIBB will use commercially reasonable efforts to re-work the problem.

4. Termination and Withdrawal

MIBB may withdraw this Service upon 90 days' written notice.

Client may terminate the Service upon one month's written notice, after the Service has been in effect for at least two months for each of the Eligible Machines and supported Products or Programs. Client will receive a credit for any remaining prepaid period associated with the terminated Service. This Service does not automatically renew.

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.