

MIBB Statement of Work

IBM Power Expert Care for Power 10

1. Scope of Work

When Client acquires IBM Power 10, Client may select from IBM Power Expert Care Basic, Advanced, or Premium, as each is described herein, in addition to the standard Machine warranty. Client selections are documented in the Transaction Document (the TD). The available IBM Power Expert Care options depend on the machine type / model selected by Client.

Unless MIBB specifies otherwise, Power Expert Care 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. MIBB will provide the Services through its subcontractors and affiliates.

Severity Levels are defined in 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.

Prerequisites:

-IBM Software Maintenance (SWMA) is a mandatory prerequisite for all Power Expert Care Power10 Systems.

-For IBM Power Expert Care Premium/ SUSE is a mandatory prerequisite.

All prerequisites must run coterminous with the full term of Power Expert Care for all Tiers (Basic / Advanced / Premium).

1.1 IBM Power Expert Care Basic MIBB will provide:

- a. Warranty Service Upgrade and Machine maintenance, 9x5 coverage for the term defined in the TD.
- b. Predictive Support, 9x5 Alerts using Call Home Cloud Connect with a 9x5 call back from Remote Technical Support Teams.

1.2 MIBB Power Expert Care Advanced

MIBB will provide:

- a. Warranty Service Upgrade and Machine maintenance, 24x7 coverage for the term defined in the TD. Predictive Support , 24x7 Alerts using Call Home Cloud Connect with a 24x7 call back from Remote Technical Support Teams.

1.3 MIBB Power Expert Care Premium

MIBB will provide:

- a. Warranty Service Upgrade and Machine maintenance, 24x7 coverage for the term defined in the TD. Consult the MIBB Support Guide for details
- b. Predictive Support, 24x7 Alerts using Call Home Cloud Connect with a 24x7 call back from Remote Technical Support Teams;
- c. Technical Account Manager (TAM);
- d. Enhanced Response Time (Severity 1 and Severity 2) 30 Minutes. Consult the MIBB Support Guide for details;
- e. Remote Code Load (up to once per year for Scale Out servers and up to twice per year for High-End and Mid-Range servers).

2. Service Descriptions

2.1 Machine Maintenance

IBM 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 IBM's Call Management System and IBM's technical representative contacting 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 considered achieved when the technician or part arrives on-site.

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

2.2 Predictive Support

IBM predictive support features are built into in the Reliability Assurance Serviceability (RAS) package of a Power 10 server and provide service action recommendations when applicable. Additional predictive support capabilities are developed and improved constantly within IBM's support service strategy. Client agrees to enable IBM Tools to permit Predictive Support. To take full advantage of all predictive support features it is strongly recommended that the system is enabled for call home and registered to use Call Home Connect Cloud.

Call Home Connect Cloud (CHCC) provides the following:

- a. a single place to manage IBM Systems products;

- b. an enhanced live view of assets, including the status of cases, warranties, maintenance contracts, service levels, and end of service information;
- c. links to other online tools and security documents;
- d. real-time updates and notifications;
- e. updates to assets are displayed in the CHCC as they happen, ensuring Client always see the latest data. Clients can also subscribe to receive notifications about important conditions detected for their assets;
- f. product-specific tools;
- g. direct links to product-specific tools including Storage Insights and Fix Level Recommendation Tool (FLRT); and
- h. software and firmware level recommendations for Storage and Power products, including Power logical partitions (LPARs).

2.3 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. assists in Call Home enablement;
- b. assists in Predictive Support via Call Home Connect Cloud enablement;
- c. provides software roadmap and life cycle information;
- d. provides high impact pervasive (HIPER) information for Client impact avoidance;
- e. provides best practices documentation; f. provides Priority handling of Severity 1 and Severity 2 problems;
- g. engages the appropriate support resources and provides an escalation path as needed. Participates in managed escalations as required;
- h. delivers relationship management including welcome calls, support plan, monthly reporting, and quarterly meetings; i. engages resources on Client's behalf with Remote Code Load team when applicable; and j. facilitates change management by communicating planned events to appropriate support team.

Eligible software products covered by the TAM are available at <https://www-50.ibm.com/services/supline/products/index.html>.

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

Response time is the elapsed time between IBM 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 or 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.

Severity descriptions 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.

2.5 Remote Code Load

Remote Code Load (RCL) allows MIBB to remotely install Power10 system firmware via Hardware Management Console (HMC) or on standalone AIX/IBMi systems as specified in the Schedule. Code updates will be performed by remote MIBB support personnel. MIBB has implemented a remote capability to upgrade code on Client's entitled systems and HMC. RCL is the preferred delivery code, proven to be efficient and secure for both MIBB and Client. MIBB will implement updates of the Code levels on Client's entitled IBM Machines using RCL Services on targeted systems at the Specified Locations in the Schedule, up to once per year for Scale Out servers and up to twice per year for High-End and Mid-Range servers, 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. 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.

2.5.1 Client responsibilities for Remote Code Load

Client agrees:

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

2.6 Optional Committed Maintenance Service Levels

Committed Maintenance Service levels (CMSL) are optional add-on hardware services beyond Power

Expert Care that can be requested by Client during warranty/after warranty expiry, run co-terminus with IBM warranty or HW maintenance services, and apply only to specified Machine serial numbers acquired under this SOW. Optional CMSL applies only to Severity 1 and 2 cases.

2.6.1 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.

2.6.2 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 equivalent to 3% of the annual Expert Care charge for that specific Eligible Machine type/model/serial. For terms less than one year, the credit will be prorated.

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 of the greatest amount and not an aggregate credit for all failing Eligible Machines.

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). Client is entitled to receive a service credit only if Client has paid for CMSL.

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.

2.6.3 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, (collectively, the Transition Period).

Client may not claim Service credits:

- a. for any delay due to causes outside MIBB's control;
- b. for failures caused by an external source (product or software);
- c. for failures due to non-incidentual problems (not limited to failure due to system administration, commands, file transfers performed by Client's representatives);
- d. for 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) delay due to down level microcode or firmware, where microcode and firmware levels are Client's responsibility;
- (3) delays because Client elected not to use remote electronic support facilities or electronic services, where available at no additional 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 Attachment or Agreement; and
- (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.

2.6.4 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.

2.6.5 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 us 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.