



Statement of Work

IBM Software Support Services

IBM Support Line

Version: February 2011

1. Subject

Within the scope of IBM Software Support Services – Support Line (hereinafter called "Service") IBM will provide the following services:

- Remote support for the operation of system environments and eligible machines and programs of the Customer (Software Support)
- Provision of upgrades to the latest releases and/or versions of selected eligible programs of the Customer (Software Subscription)

Software services are provided for certain machines and programs specified by IBM that are installed on certain machines at the agreed locations. Software services will be available for various system platforms and are each described separately for each platform.

The services described below will be provided further to the contractual terms and conditions listed on the Order Form.

2. Definitions

In this Statement of Work, the following terms have the specified meanings:

Off shift: all times outside of Prime shift.

Eligible machines and programs: the machines and programs listed in the Customer-specified support groups that are specified on the Order Form of this SOW. The programs are installed on the machines specified in the service list. A detailed list of the machines and programs per support group and country can be found at the Internet address www.ibm.com/services/sl/products.

IBM reserves the right to modify, at regular intervals, the machines and programs that are listed in the support groups on the aforementioned Internet page. This will result in additions to and/or deletions of the Customer's eligible machines and/or programs.

Customer Critical Problem: a problem for which no workaround is known to the Customer and which leads to an interruption in critical business processes (severity level 1).

Primary contact for technical issues: the Customer's focal point to whom IBM may direct general technical information pertaining to the Customer's eligible Machines and Programs.

Prime shift: means the locally usually business hours of IBM during which the services are available (Mondays to Fridays, with the exception of statutory nationwide public holidays, from 8:00 to 17:00 h).

Full shift: support on 24 hours a day, seven days a week, including national holidays.

3. Technical Prerequisites

Network services may possibly be necessary for electronic access to the IBM support centre and certain databases.

4. Scope of Service

4.1. Software Support

Provision of remote assistance (via telephone from the IBM Support Centre) for the following Customer requirements:

For all eligible machines and programs in the covered support groups:

- Answering fundamental questions, and also questions to be answered in a short time, on installation, use and configuration;
- Answering questions on IBM publications regarding the eligible machines and programs.

For all eligible IBM programs in the agreed support groups:

- Answering code-related problem questions;*
- Review of diagnostic information to assist in isolation of a problem cause (for example, assistance in interpreting traces and dumps for installation and code-related problems);*
- For known defects, available corrective service information and program fixes (PTFs), which the Customer is entitled to receive by acquiring the usage rights to the software (licence).*

* Remark: for the eligible IBM operating system programs of the System z platform, no costs of telephone support by the IBM Support Centre are incurred within the scope of this SOW.

If the Customer reports a problem in relation to eligible non-IBM programs, IBM will provide support with isolation of the cause of the problem and will obtain recovery information, if available, from the manufacturer.

IBM will provide corrective service and program fixes, if available and IBM is authorised to provide to the Customer known problems provided they do not concern Open Source software. For known problems that concern Open source software and for which IBM discovers that problem or program fixes are available on the Internet, IBM will inform the Customer of the corresponding URL links. It will be the Customer's sole responsibility to independently procure or download any problem or program fixes.

If a new (previously unknown) problem is discovered, IBM will report it to the respective vendor and will inform the Customer about the measures taken. The Support Services of IBM will thus be considered to have been provided. The program vendor will be responsible for the resolution of such problems.

IBM will inform the Customer of the corresponding URL link in the event that the vendor provides a problem or program fix for such a new problem on the Internet.

IBM will under no circumstances be obliged to develop problem or program fixes for problems that concern Open Source software, to make them available to the Customer or to integrate them in the corresponding Open source software. Should IBM discover that a problem or program fix, or the Open Source software into which this problem or program fix is to be integrated, violates or could violate third-party rights, it will be at the discretion of IBM to inform the Customer of this. In this case, IBM will not be obliged to inform the Customer about whether or not rights have been violated or to provide further information such as URL links to problem or program fixes on the Internet with regard to such Open Source software.

4.2. Software Subscription

At the Customer's request, IBM or the respective vendor will provide the Customer with upgrades to the latest versions or releases of the Customer's programs for which a Software Subscription exists within the scope of this Statement of Work or, if applicable, IBM will provide the Customer with the procedure for obtaining the upgrades. Programs eligible for Software Subscription are listed on the Web site www.ibm.com/services/sl/subscription.

4.3. IBM Database Service

The Customer will have access to IBM databases containing problems and their resolutions as well as possible approaches and tips. With the aid of this information, the Customer will be able to analyse and correct occurring problems, also independently of IBM.

By means of this access, the Customer will also be able to perform "call management" by virtue of a direct connection to the internal IBM systems. The aim of this is to minimise any down times for the Customer. The Customer will get the quickest possible contact to IBM specialists, will be able to read up on the status of the Customer's problem reports and can directly notify IBM of new knowledge about an open problem. This new information will be incorporated into problem processing without delay, thus resulting in an optimum flow of information between the Customer and IBM.

The database service can be used 24 hours a day (except during system maintenance times), seven days a week. Line and connection costs are borne by the Customer.

4.4. Response Times

As a rule, after receipt of a service request from the Customer, IBM will call the Customer back within two hours during Prime Shift and, in the case of Customer Critical Problems, during Full Shift.

IBM's initial response may result in technical resolution of the Customer's problem or it may form the basis for determining what additional actions are required.

Support may be provided in English outside of regular IBM business hours. This may generally be the case for the "CISCO" and "CISCO Maintenance" support groups.

IBM is not responsible for response time delays attributable to system and network problems.

5. Additional Customer Responsibilities

The Customer will

1. ensure the Customer is properly licensed for all Eligible Programs for which the Customer requests the Services;
2. review the list of the current Eligible Machines and Programs on a regular basis on the specified IBM Internet page to verify whether there have been any additions or deletions within the Customer's support groups;
3. designate the Customer's Primary Technical Contact within 3 business days from the Start Date of this SOW, to whom information about the Eligible machines and programs can be addressed. This primary contact and every caller must possess an adequate technical knowledge of the Customer's Eligible Machines and Programs, thus ensuring effective communication with the IBM Support Centre;
4. be responsible for the installation of microcode, firmware and fixes that IBM recommends to the Customer;
5. obtain the upgrades to the Customer's programs, eligible to Software Subscription, as specified by IBM.

6. Charges

Service charges will be charged on the basis of the eligible programs, machines, processors and system environments of the Customer.

Insofar as described therein, the "Automatic Inclusion of Machines and Programs" section of the associated Supplementary Terms and Conditions will not apply under this Statement of Work.

Otherwise, the provisions of the other contractual terms and conditions listed on the Order form will apply.

7. Termination and Withdrawal

IBM may withdraw the Service for a support group on the "Supported Product List" (see section entitled "Definitions") on three months' written notice to the Customer prior to the end of each contractual year.

IBM can withdraw support for support groups for eligible non-IBM programs on the aforementioned IBM Internet site by giving the Customer three months' written notice if IBM itself no longer receives the necessary support from its providers.

In such cases the Customer will receive a credit note for any services paid for in advance, but no longer provided.

Other changes within a support group (for example by addition of new or deletion of no longer eligible machines and/or programs) will be posted to the list on the specified IBM Internet page as they occur.

If support for individual machines and/or programs within a support group is withdrawn, there will be no refund for services paid for in advance for the respective support groups.

Moreover, unless otherwise specified, IBM will not grant any credits or refunds for services that have been prepaid but not used up or for changes made by the Customer in relation to the eligible machines and programs within a support group (e.g. removal of a program).

Otherwise, the provisions of the other contractual terms and conditions listed on the Order form will apply.

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