

## GSA Chapter 4

# Technical Services Attachment for Technology Lifecycle Services (TLS) Offerings



Using this Technical Services Attachment for TLS Offerings (Attachment or TSA), Client may order TLS offerings from IBM directly or through an IBM Business Partner.

Additional details are provided in Statements of Work (SOW), Service Descriptions, Schedules, and Change Authorizations (collectively Transaction Documents or TDs). The Client Relationship Agreement for Service or equivalent referenced herein, this Attachment, and Transaction Documents are the complete agreement regarding TLS transactions hereunder. In the event of conflict, a) this Attachment prevails over the Agreement, and b) a Transaction Document prevails over both the Attachment and the Agreement, and only applies to the specific transaction. A Schedule prevails over other TDs as to the specific transaction.

For acquisitions through an IBM Business Partner (BP) authorized to resell IBM Services, the BP sells the IBM Services as described in this TSA and applicable SOWs. The BP establishes the price at which they market IBM Services and communicates the terms for each BP transaction directly to Client. However, IBM establishes the terms of each Service IBM provides and will provide the Services as described in this Attachment and applicable TD. Whenever a party is required to provide notification to the other, each agrees to notify the applicable BP.

## Services

IBM will provide Services, as described in this Attachment and Transaction Documents, to support Client's Machines and Programs that are a) eligible for the specific Service that Client is acquiring hereunder and b) are documented in the applicable TD (Eligible Machines, Eligible Programs, and collectively, Eligible Products).

IBM will identify details such as Eligible Products, Specified Locations (entire information processing environment, or a portion thereof, at multiple sites or a single building), hours of coverage selected, applicable Services, the contract period, and other relevant details in the TD, usually a Schedule.

Client may access IBM Support to place service requests by calling the Support number for Client's country, listed at <https://www.ibm.com/planetwide/> 24x7 or otherwise as directed by IBM, by voice or electronically (depending on severity). IBM will begin servicing the request during the applicable entitled coverage days and hours. Severity Levels are defined in the IBM Support Guide: <https://www.ibm.com/support/pages/node/739151> Coverage is based on the time zone where the Product is located. IBM provides Services during the hours of service selected as documented in the TD. IBM provides telephone assistance and, if available, electronic access, only to Client's Information Systems (IS) technical support personnel. This assistance is not available to Client's end users.

Unless otherwise specified, Service is provided during normal business hours (8 a.m. to 5 p.m.) in the local time zone where Client receives the Service, (Monday through Friday), excluding national holidays. For an additional charge, Client may upgrade hours of coverage to 24x7.

Services are delivered in the English language unless otherwise mutually agreed to in writing.

Eligible Machines must meet IBM's safety and serviceability requirements. IBM reserves the right to inspect a Machine within one month from the start of Service. Any IBM inspection for maintenance eligibility is subject to a charge to be quoted to Client in advance. If the Machine is not in acceptable condition for Service, IBM will restore it for a charge or Client may withdraw the request for maintenance Service.

### 1.1 Machine Maintenance

Machine Maintenance is Service to keep Machines in, or restore them to, conformance with their official specifications, and may include:

- a. remote assistance with problem determination (whether system problems are machine or program related);
- b. on-site and remote diagnostic and remedial maintenance Service in accordance with the service level specified for the Eligible Machine listed in the TD. Following problem determination, if IBM determines on-site Service is required, a service technician will be scheduled for Service at the Specified Location;
- c. if available for Client's IBM Eligible Machines, installation of Service Programs to endeavor to:
  - (1) detect and analyze permanent errors;
  - (2) correlate temporary errors; and
  - (3) identify and report media problems.
- d. the services of support specialists from IBM manufacturing, engineering, and development locations as deemed necessary by IBM;
- e. the planning, scheduling, and installation of any mandatory engineering changes or field change orders required to improve the serviceability, performance, or safety of the IBM Eligible Machines;
- f. assisting Client in establishing and implementing electronic support facilities such as IBM Electronic access; and
- g. activation, for use by IBM personnel, of electronic facilities to remotely diagnose, applying fixes, and update Client's IBM Eligible Machines.

Machine Maintenance does not cover:

- a. improperly maintained or damaged Machines, Machines with altered identification labels, alterations, accessories;

- b. supply items, consumables (such as batteries and printer cartridges), structural parts (such as frames and covers), or failures caused by a product for which IBM is not responsible;
- c. Machine installation, or preventive maintenance;
- d. engineering change activity that involves standard fixes or new Machine Code versions, which are made available to Client and which are not mandatory. This is a Client responsibility;
- e. service of features, parts, or devices not supplied by the Machine's manufacturer, or IBM during the performance of Service;
- f. unsuitable physical or operating environment; and
- g. any failure caused by a move of a Machine by non-IBM personnel (change of location). IBM may inspect the Machine for damage after such move, such inspection to be provided as a billable Service. IBM may restore the Machine to its official specifications upon Client request, as a billable Service.

IBM does not warrant uninterrupted or error-free operation or that IBM will correct all defects or prevent third party disruptions or unauthorized third-party access. Repair parts will be functionally equivalent to those replaced, may be new or used and may have been manufactured by other than the original manufacturer.

IBM may use tools, owned or licensed by IBM, in the performance of the Service (IBM Tools). IBM continuously develops and utilizes new IBM Tools and capabilities for the purpose of providing remote and on-site problem determination and resolution support to IBM Clients. Some IBM Tools (e.g., an application (App)), are used by on site technicians to capture and store images of the Machine and transmit the images to a remote IBM Subject Matter Expert with a goal of faster and more cost-effective repair and one-visit resolution of complex issues. The images may also be modified and/or used for training and to improve maintenance services. Unless licensed in writing by IBM, Client has no right to access, retain, copy, or use the IBM Tools, No Client license or intellectual property right is granted or implied by the use of the IBM Tools used in connection with performance of the Services. IBM Tools are subject to the terms associated with them. IBM Tools are not warranted. If applicable, upon completion of the Service Client agrees to cease use of, uninstall and remove the IBM Tools from Client's Eligible Machines and facilities.

## 2 Warranty Service Upgrade (WSU)

During the warranty period for certain Eligible Machines, Client may select an upgrade to the standard warranty. WSU may not be terminated or transferred during the warranty period. When the warranty period ends, the Machine is added to maintenance at the type of Service selected for WSU.

## 3 Maintenance of IBM Machines

IBM will provide maintenance of Eligible IBM Machines specified in the TD. IBM may provide an exchange replacement for installation by Client. Such replacements may be i) a part of a Machine (called a Client Replaceable Unit (CRU), e.g., keyboard, memory, or hard disk drive), or ii) an entire Machine.

Maintenance of IBM Machines is also sold as a component of other IBM offerings, such as IBM Expert Care, a premium offering whereby Client may acquire multiple Services under consolidated separate terms.

### 3.1 Hardware Service Extension

After IBM has announced End of Service for specified Machines, IBM may offer limited support, including remote assistance, from IBM's support center or via electronic access, and on-site assistance as determined by IBM, in response to Client requests for hardware support on the specified Machines that have reached End of Service (Hardware Service Extension).

IBM will:

- a. provide remote technical support for problem determination (PD) and problem source identification (PSI);
- b. provide on-site technical resources, if necessary, for hardware defect resolution (for example, but not limited to, the exchange of field replaceable units (FRUs), provided that the parts are generally commercially available); and
- c. determine if an applicable resolution exists, which may include existing patches or workarounds for Client installation.

On-site repair is subject to the availability of repair parts and skilled resources and does not include repairs that require Software, Engineering, or Development Support. Response time and availability of parts may vary by location.

For the avoidance of doubt, IBM's responsibilities under Hardware Service Extension do not include any: (1) preventive service; (2) support for newly reported defects or previously reported or known defects for which no updates, patches, or fixes were created; (3) engineering change management; or (4) development of any new Machine Code updates, patches, or fixes (including those designed to address security). IBM publishes its responses to security vulnerabilities at its IBM Product Security Incident Response (PSIRT) blog found here: <https://www.ibm.com/blogs/psirt/>

The covered Eligible Machines, Coverage Period (the HW Support Extension Effective Date to the HW Support Extension End Date), locations, options selected, and charges, all as applicable, are specified in the applicable TD. Newly added Machines and subsequent periods of coverage are documented in new TDs.

Notwithstanding the terms of Section 6, IBM may withdraw Hardware Service Extension for any Machine on 30 days' written notice. Client will receive a credit for any remaining prepaid period associated with this IBM withdrawal. This Service does not automatically renew.

## 4 Maintenance of Non-IBM Machines

IBM will provide repair Service for the manufacturer's base configuration for each covered model of Eligible non-IBM Machines specified in the TD. IBM requires up to 30 days to initiate support on newly added Eligible non-IBM Machines that Client adds or relocates. Repair of non-IBM Machines is subject to the availability of parts and technical support required of the manufacturer. Maintenance of non-IBM Machines does not automatically renew. Upon written notice, IBM may withdraw coverage for an Eligible

non-IBM Machine due to lack of available repair parts or manufacturer technical support or as described in section 6. Client will receive a credit for any remaining prepaid period associated with this withdrawal.

#### 1.4.1 Multi-Vendor Service

IBM provides maintenance support and repair coordination of maintenance activities for Machines in a multi-vendor environment (also called Multiple Vendor Service or MVS). For repair coordination, Client must notify service providers that IBM will be placing the requests for service. IBM then places warranty or maintenance calls with service providers on Client's behalf and remains responsible for coordinating maintenance activities and problem resolution until resolved. Notwithstanding other terms of this Attachment:

- a. Charges are based on MVS Inventory. IBM will adjust the charges when the inventory changes;
- b. MVS Services do not automatically renew. Additions or renewals are documented in a new TD with the new inventory, period, and applicable charges; and
- c. Client commits to continue MVS for the specified transaction contract period. No credit is given for Client termination during the committed term.

#### 1.5 Media Retention

Media Retention allows Client to retain defective storage flash memory cards, solid state drives, hard disk drives, and other media as mutually agreed to by the parties in writing (collectively, Media) replaced in the course of IBM Services. If the reported problem requires the replacement of Media and Client has acquired Media Retention, a replacement will be supplied by IBM and the removed defective Media will be provided to Client instead of being returned to IBM. The Products covered under Media Retention must also be covered under IBM warranty, IBM maintenance Service, or equivalent IBM Service under which IBM provides replacement Media.

Client agrees to:

- a. identify a Client representative to receive the retained defective Media from IBM at the time of replacement. If a Client representative is not available to receive Media at the time of replacement, IBM will retain the replaced Media as IBM property;
- b. refrain from placing the defective Media into productive use;
- c. dispose of all retained Media in compliance with applicable environmental laws and regulations;
- d. not transfer faulty Media between non-Eligible and Eligible Machines; and
- e. notify IBM of any Machine configuration changes.

## 6 Support Insights

IBM will provide standard version Support Insights through a cloud-based portal (Portal) to help Client plan preventive maintenance for Eligible Products. Terms governing Support Insights are in the Statement of Work and Service Description at <https://www.ibm.com/terms/?id=Z126-8960>.

The 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.

## 7 IBM Software Maintenance

IBM offers software maintenance (SWMA) for Eligible Programs for which Client is licensed. SWMA includes the most current commercially available version, release, or update to the Eligible Programs for which Client acquires support in the specified operating environment. Information to order versions, releases or updates is found at <https://www.ibm.com/support/pages/node/733923>.

Eligible Programs are listed in the Supported Product List at <https://www.ibm.com/support/pages/node/7004671> or may be obtained from Client's IBM representative. The listing of Eligible Programs contains the last date of service for each respective release. IBM supports only current releases of Eligible Programs. It is Client's responsibility to ensure that its Eligible Programs are current when requesting Service. Availability information can be viewed at <http://www-01.ibm.com/software/support/lifecycle/>

IBM provides assistance for Client's a) routine, short-duration installation and usage (how-to) questions and b) code defect-related questions. IBM provides Severity 1 assistance 24 hours a day, every day of the year. A 24x7 (every day of the year) all-severity option may be available for an extra charge. For each Eligible Program, all licensed units must be covered by SWMA. No partial coverage is allowed.

Service is provided solely for Eligible Programs located within the United States (USA) and all support will be provided in the English language. Software "traps" or other tools that may be necessary to diagnose problems will be sent only to the USA Eligible Programs location, and the diagnosis and repair of data encryption will be discussed only with personnel at the USA Eligible Programs location.

#### 1.8 Support via US Citizens or US Persons Option

US Government, public sector, and commercial clients can acquire an IBM Support via US Citizens or US Persons Option (Option) when access restrictions, based on immigration status or citizenship, apply US law. Commercial clients must specify the reasons for such restrictions.

For purposes of this section, US Person includes US Citizens, lawful permanent residents, and protected individuals as provided in 22 C.F.R. § 120.15. US Citizenship can be based on birth or naturalization and is evidenced by acceptable proof of citizenship per 32 C.F.R. Part 117.

IBM support for hardware or software is a mandatory prerequisite for this Option. This Option provides an IBM US Citizen or US Person contact, as applicable, to manage IBM remote hardware and software support for Client. IBM will provide remote support agents meeting the required criteria to interact with Client. Client data submitted for diagnostic purposes may be stored and accessed outside the US and may be viewed or handled by non-US Citizens or Persons. Client agrees not to send protected or sensitive data to IBM. IBM Support via US Citizens or US Persons is available via voice support, during normal business hours only. Each time

Client calls IBM, Client must identify itself as a Support via US Citizens or US Persons Client, as applicable. IBM will verify Client's entitlement then transfer Client to the appropriate contact.

## 9 Machine Control Program Remote Support (MCPRS)

Machine Control Program Remote Support for Hardware Management Console (MCPRS) is provided remotely, only for Machine Control Programs (MCP) defined as code delivered with an IBM Machine that executes below the external user interface (i.e., is implemented in a part of storage that is not addressable by user programs). IBM hardware warranty or hardware maintenance is a mandatory prerequisite for MCPRS.

MCPRS does not include assistance for 1) the design and development of code, 2) Client's use of an MCP in other than its specified operating environment, 3) use on other than the Eligible Machine, or 4) failures caused by products for which IBM is not responsible under this Service or 5) on-site assistance at Client's location.

### Client Responsibilities

Client agrees:

- a. to provide IBM with the inventory of Eligible Products to be covered at each Specified Location and to notify IBM of inventory changes, utilizing the specified tools or systems to provide such written notice. Any changes to contracted configuration or inventory may result in a change to original charges;
- b. as required for the specific Service, to designate the Primary Technical Contact (PTC), Client's country-based representative to whom IBM may direct general technical information and questions regarding the Eligible Products within the environment, in order to enable effective communication with the IBM support center;
- c. to have valid licensing and subscription in place for Eligible Programs covered by a Service;
- d. that all Client notices must be in writing and received by IBM 60 days prior to the effective date of a change, unless otherwise specified;
- e. to limit use of any access codes to electronic diagnostic tools, information databases, or other Service delivery facilities to those authorized to use them under Client's control and only in support of Eligible Products and Services identified in TDs;
- f. to provide IBM with necessary information requested, and keep such information current;
- g. to access IBM Support as directed by IBM, such as (i) by calling 1-800-IBM-SERV or the Support number for a specific country listed at <https://www.ibm.com/planetwide/> and providing machine type / serial or customer number or (ii) to obtain support electronically use the Internet web site: <http://www.ibm.com/support/> ;
- h. to allow remote access to Client's system to assist in isolating the problem cause. Client remains responsible for adequately protecting its system and all data contained therein whenever IBM remotely accesses it. If Client denies remote access to its system by IBM, IBM may be limited in its ability to resolve the problem. If IBM is unable to resolve the problem without access, IBM will notify Client and close the service call;
- i. that some Services may require the installation and use of remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution. Any third-party communications or connectivity charges are Client's responsibility;
- j. to use the information obtained under these Services only for the support of the information processing requirements within Client's Enterprise;
- k. when a part return is required, Client is charged for the replacement part if IBM does not receive the replaced part within 15 calendar days of Client's receipt of the replacement. Client may request that IBM install the replacement as a billable installation service;
- l. to securely erase all non-IBM programs and all data (including confidential, proprietary and personal data regarding any individual or entity) from any Machine or part of a Machine returned to IBM for any reason and ensure that it is free of any legal restrictions that would prevent its return;
- m. that, to perform its responsibilities, IBM may ship all or part of the Machine or its software to other IBM or third-party locations around the world;
- n. that Client is responsible for obtaining all necessary permissions to use, provide, store and process content in connection with Services, and grants IBM permission to do the same. Client is responsible for adequate content back-up and maintaining its system security during the Services. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures;
- o. Client will not disclose confidential information without a separate, signed confidentiality agreement. If confidential information is exchanged under such an agreement in connection with Services hereunder, the applicable confidentiality agreement is incorporated into the Purchase Order/Contract
- p. that Services may be performed on-site at Client's Specified Locations and off-site at IBM locations, and that IBM uses global resources (non-permanent residents used locally and personnel in locations worldwide) for delivery of Services;
- q. that the terms of the Machine Code License at [http://www-947.ibm.com/systems/support/machine\\_warranties/support\\_by\\_product.html](http://www-947.ibm.com/systems/support/machine_warranties/support_by_product.html) apply to Eligible IBM Machines and all Machine Code and Machine Code updates on such Eligible IBM Machines;
- r. to follow the service request procedures that IBM provides, including installation of entitled Machine Code and other software updates (downloaded from an IBM web site or copied from other electronic media), and to follow IBM's (or manufacturer's) guidelines pertaining to operator responsibilities, maintenance procedures, and supplies, prior to placing a Service request;
- s. that some devices have write or wear limitations as documented in the device's hardware product specifications. Once a device reaches its write or wear limitation, the device is considered end of life and therefore no longer eligible for warranty or maintenance Services. Replacement of devices that reach write or wear limitations is a Client responsibility not covered under warranty or maintenance Services;

- t. that, with respect to Services under this Attachment, the parties agree to look to their own risk management (including insurance) to cover damage, destruction, loss, theft, or government taking (collectively, Loss) of their respective tangible property (whether owned or leased), and neither party shall be liable to the other for such Loss;
- u. to obtain any approvals and enable access necessary for IBM to access and use Client's resources and systems to the extent necessary for IBM to provide the Services;
- v. to provide safety and security protection for Service personnel when they must work at unmanned Client sites or other sites as agreed by the parties in advance; and
- w. that Client cannot resell Services or transfer Services from the entitled Machine to another Machine.

## Charges

**For sales through IBM**, charges are based on Service selections, payment option, and any prepay period. Renewal charges are calculated at the start of each renewal period. IBM will invoice Client as specified in the Schedule for the Machine/Service List and charges period specified. Price protection will apply from the start date through the committed term as follows:

- a. no price increase announced by IBM will apply for the committed term specified; and
- b. Client will receive the benefit of a price decrease as of the stated effective date, if the price decrease is announced by IBM with an effective date during the committed term specified.

All newly added Eligible Products and Services, and changes to existing Eligible Product configurations and Services, will be charged at the then-current rate, and price protection will apply, for the new term specified. Usage charges, as applicable, are invoiced in arrears.

For each transaction, total Service charges are adjusted when:

- a. a review of the inventory indicates a change from the last accounting; or
- b. a Specified Location is affected by a change that results in additional charges (e.g., a change in tax rates, as applicable), Eligible Machine type, or Service is added, deleted, or changed.

Increases to charges apply at the renewal of the term.

**For sales through an IBM Business Partner (BP)**, the IBM BP sets the charges and charges terms. The IBM BP may impose an additional charge for some actions (e.g., termination), or for IBM's provision of some additional services (e.g., Service upgrades) as identified in this Attachment and its associated TDs. Notwithstanding any other term of this Attachment, Client must inquire with the IBM BP regarding charges, credits, or refunds. Client's payment is made directly to the IBM BP and any credit or refund is received from the IBM BP. Any required notices (e.g., changes to inventory or termination of Service) must be provided in writing to Client's BP.

### 3.1 On/Off Capacity on Demand (OOCoD) Maintenance Charges

The temporary use of Machine capacity, whether such capacity is acquired or not, may incur additional maintenance charges. The charges will apply as of the day of activation of OOCoD as specified in the Resource Link at <http://www.ibm.com/servers/resourceLink>. The applicable daily charges are based on the largest OOCoD activated, during a contiguous 24-hour period or partial 24-hour period. The resulting charges will be charged until Client deactivates OOCoD. The configuration, time of activation, and time of deactivation for OOCoD is recorded on the entitled Machine, and reported to IBM by a Vital Product Data file that Client transmits to IBM.

### 3.2 Hardware Re-establishment Fee

A Re-establishment Fee will apply if:

- a. Client does not acquire hardware maintenance or IBM Expert Care for a Machine to be effective at the end of warranty, and Client later requests to start hardware maintenance or IBM Expert Care, thus creating a lapse in coverage; or
- b. Client's hardware maintenance or Expert Care coverage for a Machine lapse by 90 days or more, and Client subsequently requests to restart hardware maintenance or Expert Care.

The Re-establishment fee applies based on the number of days of lapsed coverage, up to 365 days of the applicable charges for the Machine.

### 3.3 Software Maintenance After License Fee

For the Operating System and Licensed Program Products (LPPs), SWMA After License Fee (ALF) is a one-time charge to resume SWMA and applies:

- a. if there is a resumption of SWMA after a lapse in coverage of 30 days or more under SWMA; or
- b. when Client transfers a Software License for a Program not currently covered by IBM SWMA; or
- c. when Client acquires the Software License with the purchase of a used Machine, unless Client acquires SWMA within 30 days of the acquisition.

The ALF is calculated on a monthly basis, based on the number of cores, up to a maximum of 12 months. The new support period begins on the date that IBM accepts Client's order.

## Automatic Inventory Insertion

Machine upgrades, including additional features, elements, and model conversions, on covered Eligible Machines will be added to the Machine/Service List on the day following its installation or on the day following end of warranty, whichever occurs first, provided receipt of Client's Contract / Purchase Order for the Machine upgrade includes sufficient funding for the maintenance coverage.

Program upgrades, new features, new releases, or new versions of an existing Eligible software license will be automatically added to the Machine/Service List following installation.

Products added under Automatic Inventory Insertion will receive the same level of Service as the existing Eligible Product and will result in an amended TD with the applicable charges. Client is not permitted to cancel such Automatic Inventory Insertion. Any Service or Product support that IBM performs at Client's request on Products not included as Eligible Products will incur an additional charge.

For newly installed Products (new machine type/model/serial) it is Client's responsibility to acquire Services, as Automatic Inventory Insertion does not apply. If there is a lapse in acquiring such Service, Re-establishment fee and/or ALF may apply, as described in the Charges section.

## Renewal

Services will renew upon receipt of a renewal delivery order with a coverage commencement date starting the first day following the current contract period end date. Client shall provide IBM written notice not to renew at least 30 days prior to the end of the current contract period. After receipt of such notice, Services will then terminate at the end of the current transaction contract period. See Section 9 for more information for Purchase Order clients.

If a renewal delivery order is received by IBM with a coverage commencement date later than the first day following the end of the current contract period end date, the Government shall promptly modify such order to reflect October 1 of the then current fiscal year or the day following the end of the PO/ Contract period to avoid Re-establishment Fee. Should a Client notify IBM of their intent to renew, place maintenance/repair calls and then not provide a funded renewal delivery order with an effective day beginning on the day following the end date of the prior contract term, the agency will be charged for the Per Call Service.

## IBM Withdrawal of Service or Support, Change of Support Level

IBM may withdraw a Service or support for an Eligible Product on 90 days' written notice. Client will receive a credit for any remaining prepaid period associated with an IBM withdrawal of Service or support.

For some Products, instead of withdrawing all Service or support for those Products, IBM may withdraw only engineering and development support and continue to provide limited support for known defects (Change of Support Level). Unless otherwise specified in the Change of Support Level notice, IBM will continue to:

- a. provide remote technical support for problem determination (PD) and problem source identification (PSI);
- b. provide on-site technical resources, if necessary, for hardware defect resolution (for example, but not limited to, the exchange of field replaceable units (FRUs), provided that the parts are generally commercially available); and
- c. determine if an applicable resolution exists, which may include existing patches or workarounds for Client installation.

Beginning on the effective date in the notice, IBM's responsibilities will no longer include any: (1) preventive service; (2) support for newly reported defects or previously reported or known defects for which no updates, patches, or fixes were created; (3) engineering change management; or (4) development of any new machine code updates, patches, or fixes (including those designed to address security). IBM publishes its responses to security vulnerabilities at its PSIRT blog found here: <https://www.ibm.com/blogs/psirt/>

Affected Products will be covered under the new support level on the effective date in the notice (Effective Date), unless Client notifies IBM in writing of Client's intent to terminate coverage before the Effective Date.

## Client Termination

Client has committed to continue Services for the entire transaction contract period as documented in the applicable TD. However, unless otherwise specified in a TD, Client may terminate Services for an Eligible Product if Client: a) replaces the terminated Services with equivalent new IBM Services, b) on 60 days' written notice to IBM if Client permanently removes the Eligible Machine from productive use within Client's Enterprise, c) immediately prior to the start of the fiscal year or Purchase order renewal date for which funds have not been appropriated, or d) by the Government exercising its rights of early termination in accordance with the termination provisions set forth in FAR 52.212-4 paragraphs (l) Termination for the Government's convenience on 60 days' written notice.

Client will receive a credit for any remaining prepaid period associated with Services that Client terminates in accordance with the above, and a separate invoice for the equivalent Services added, if applicable. Otherwise, no credit is given in the event Client terminates during the committed term.

## Data Processing Protection

IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit at [www.ibm.com/terms/?id=DPA-Exhibit\\_TSS](http://www.ibm.com/terms/?id=DPA-Exhibit_TSS) apply to IBM's processing of personal data on behalf of Client. Please contact your IBM representative for a copy of the applicable DPA.

## 9. Purchase Order Clients

This Section applies if Client requires a purchase order (PO) for its acquisition of Services hereunder. For PO clients buying directly through IBM, IBM receives Client's PO as documentation of Client's order for Services acquired under this Attachment. Additional or different terms in any written communication from Client (including a PO) are void. If Client requires a PO, IBM is not required to commence Services until IBM receives Client's fully executed PO. IBM is not responsible for Service delays or lapses in Service caused by PO wait time. IBM must receive a renewal PO at least 30 days prior to the contract period end date to avoid termination for non-renewal.

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This 1) Technical Services Attachment for TSS Offerings (Attachment), 2) applicable Transaction Documents, and 3) the Client Relationship Agreement for Services comprise the complete Agreement regarding the Services and replace any prior oral or written communications between Client and IBM. 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 Attachment by issuing a Contract / Purchase Order incorporating the IBM proposal, inclusive of the terms by reference.