



# Statement of Work for ServiceElite

## Proactive Support Service for IBM Z

Under this Statement of Work (SOW) Client may acquire Proactive Support Services for eligible IBM Z operating systems and IBM Z middleware products (collectively, IBM Z). Basic maintenance and SoftwareXcel Enterprise Edition Full Shift are mandatory prerequisites for Proactive Support.

### 1. Scope of Service

There are three Enhanced Service Modules in Proactive Support -- Priority Response, Priority Handling, and Proactive Support -- to provide premium remote voice and electronic entry into, and handling within, IBM's support structure to assist Client with managing and maintaining its Information Technology (IT) environment. IBM will provide remote support to assist Client with the supported Eligible Products to establish and maintain a framework for technical communications and activity reporting. The Priority Support Team (PST) is the group of skilled Proactive Support specialists responsible for tasks in the following Enhanced Services Modules. IBM will assign a remote IBM Focal Point to Client, available during Prime Shift unless expressly stated otherwise. Other members of IBM's support teams will assist the assigned IBM Focal Point with all aspects of the Service.

All eligible processors at Client's Specified Location must be covered under this Service. Machines designated as disaster recovery Machines (Machines used to maintain business continuity, and not part of production, test, or development in productive use) will be exempt if Client notifies IBM in writing at [swxcel@us.ibm.com](mailto:swxcel@us.ibm.com)

IBM SoftwareXcel Enterprise Edition Full Shift and 24x7 Basic Maintenance (if available) is a prerequisite for each Eligible Product for which Client selects Proactive Support coverage. If 24x7 all Severity coverage is not available under Basic Maintenance for a particular Product, the most comprehensive hours of coverage available must be selected. Eligible Products are identified at <https://www-03.ibm.com/services/supline/products/>

### 1.2 Priority Response

Response Time is the elapsed time between IBM's receipt of Client's problem submission and IBM's acknowledgment of the submission. IBM will use 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. IBM's initial response may resolve the problem or form the basis for determining if additional actions are required. Response Times for Proactive Support Service supersede the defined Response criteria in the pre-requisite SoftwareXcel Enterprise Edition Full Shift service. Response Times are objectives only. IBM is not responsible for delays caused by systems and network problems.

Severity	Prime Shift Response Time	Off Shift Response Time
Severity 1	30 minutes	30 minutes
Severity 2	2 hours	4 hours
Severity 3-4	2 hours next business day	2 hours next business day

### 1.3 Priority Handling

For problems submitted for Eligible Products, on Client's request the remote IBM Focal Point will:

- a. be Client's focal point for problem escalations and resolution;
- b. monitor open problems to ensure progress and appropriate response time;
- c. provide status updates at intervals dictated by the severity level of such problems (per prerequisite support Services terms and as mutually agreed); and
- d. coordinate the support activities within IBM in the case of a Client Critical Problem, including the engagement of the appropriate level of support expertise and invoking IBM's standard support escalation guidelines per the prerequisite support Services terms.

### 1.4 Proactive Support

The IBM Focal Point will, during Prime Shift, perform proactive support activities, limited to z/OS, z/VM, and z/VSE, to assist Client to manage the supported IT environment, and establish and maintain a framework for technical communications and activity reporting. The IBM Focal Point will:

- a. remotely conduct the initial Welcome Call and provide information related to the Proactive Services of Proactive Support;
- b. provide Client's Primary Technical Contact (PTC) with a detailed questionnaire to be completed and returned to the IBM Focal Point, to enable the IBM Focal Point to create and deliver the Technical Support Plan (TSP) to the PTC within 30 days of the Welcome Call. The TSP will:
  - 1) summarize the Proactive Support Service;
  - 2) document and maintain the inventory listing of Eligible Products;
  - 3) document Client's operational and maintenance processes, current support structure, critical applications, critical outage scenarios, and environment; and
  - 4) as applicable, schedule initial setup of the Proactive Support tools and provide tool details.
- c. update the TSP as needed, but at least annually;

- d. if applicable, verify that remote support electronic connections to the environment are functioning and that the IBM Tools are available for use as documented in the TSP;
- e. create a Quarterly Proactive Support review package, including delivery of Reports; and
- f. schedule quarterly Status Calls with PTC to review monthly documentation, review tools output, provide advice on recommended practices for managing and maintaining Client's Eligible Products, and document any planned changes.

## 2. Client Responsibilities

Client agrees to:

- a. identify and maintain a USA PTC, to whom IBM may direct general technical information and questions;
- b. maintain, for the duration of the SOW, Basic Maintenance for Eligible Products, consistent with the Service being purchased. Client must terminate Proactive Support for IBM Z upon termination of prerequisite Basic Maintenance on Eligible Products;
- c. have valid licensing in place for Eligible Programs covered by this Service;
- d. provide appropriate remote access to Eligible Products and provide IBM with all relevant and available diagnostic information (including product or system information) pertaining to software problems. Client remains responsible for adequately protecting Client's system and all data contained therein whenever IBM remotely accesses it with permission. If Client declines such remote system access, IBM may be limited in its ability to provide the full Service necessary to resolve the problem. If IBM is unable to do so, IBM will notify Client and close the service call; and
- e. be responsible for obtaining all necessary permissions to use, provide, store and process content in Services and grants IBM permission to do the same. 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.

## 3. Termination

Upon 90 days' written notice, IBM may withdraw a Service or support for an eligible Product. A prorated credit will apply for any prepaid Service not provided.

Client may terminate Proactive Support on 60 days' written notice, after the initial contract year. Adjustment fees may apply.

## 4. IBM Tools

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 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. Unless licensed in writing by IBM, Client has no right to access, retain, copy, or use the IBM Tools and 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.

## 5. Reports

IBM will deliver Status Reports as Project Materials, as applicable. Client will own the copyright in Project Materials that IBM develops for Client under this SOW. Project Materials exclude works of authorship delivered to Client, but not created, under the SOW, and any modifications or enhancements of such works made under the SOW (Existing Works). IBM grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.

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IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the attached DPA Exhibit apply to the processing of Client's personal data by IBM on behalf of Client in order to provide IBM Services, if and to the extent i) the European General Data Protection Regulation (E/2016/679) (GDPR; or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

This SOW, the Attachment, and the Agreement are the complete agreement between Client and IBM 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) estimated completion dates, levels of service, hours, or charges to provide any Service; 2) the experiences of other clients; or 3) results or savings Client may achieve. Each party accepts the terms of this Statement of Work by signing this Statement of Work by hand or, where recognized by law, electronically.

As used in this Statement of Work, "Client", "Customer", "you" and "your" refer to the contracting entity identified below.

**Agreed to:**

**Agreed to:**

International Business Machines Corporation (IBM)

By \_\_\_\_\_

Authorized signature

Name (type or print):

Date:

Enterprise number:

Enterprise address:

By \_\_\_\_\_

Authorized signature

Name (type or print):

Date:

Reference Attachment number:

Statement of Work number:

IBM address: