

Doing Business with IBM

A guide for Turbonomic customers in Asia Pacific



Welcome to IBM!

In June 2021 IBM closed the acquisition of Turbonomic, Inc., including its subsidiaries SevOne, Inc. and ParkMyCloud, Inc., **collectively referred to in this document as “Turbonomic”**.

On 1 July, 2022, Turbonomic’s business will be transferred to, and conducted by, the applicable local/regional IBM operation covering your location. This “Doing Business with IBM” guide describes the operational changes to expect and resources available to help ensure a smooth transition to IBM’s business systems and processes. Please review the details provided in this guide and share this information with the appropriate individual(s) in your company who are also engaged with Turbonomic and IBM.

Our goal is to make this transition as seamless as possible. If, upon review of this information, you have additional questions or require assistance please contact your Turbonomic representative.

Important note: If your company currently conducts business with Turbonomic through a business partner, you may continue to do so. However, after 1 July, 2022, new purchases of Turbonomic offerings must be made from IBM or an authorized IBM business partner. Turbonomic business partners not currently authorized to resell IBM offerings have been encouraged to apply to one of IBM's business partner programs.

What’s not changing July 1st?

Your existing Turbonomic contract, including payment terms, will continue to apply for the duration of your active Turbonomic contract(s).

What’s changing July 1st?

New purchases and contract renewals for Turbonomic offerings will be executed under a standard IBM agreement.

Starting with the July billing cycle, customers previously invoiced by Turbonomic will receive an IBM invoice generated from IBM billing systems. Additional information can be found in the “Changes to Billing & Invoicing” section of this document.

IBM will take Turbonomic’s place as processor of the data processed under your Turbonomic contract(s). IBM is committed to the protection and management of your data and privacy. To understand how your data and privacy is governed, please refer to the “Data Processing” and “Privacy Policy” sections of this document.

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Important action: Create an IBM account

IBM offers the “[My IBM](#)” portal to make it easier for customers to manage their account information, payment methods, support requests and more in one convenient and secure location. To access My IBM, along with the other online tools referenced in this document, you first must create an IBM account (often referred to as your IBMid).

Step 1: Create an IBM account with a unique IBMid

Registering for an IBM account provides you with access to the My IBM portal and other IBM.com applications, along with enhanced features such as trials, demos, and starter kits.

Create your IBM account here: <https://www.ibm.com/account>. **The email address used to register for your IBM account will become your IBMid.**

If you are a current IBM customer with an IBM account, you may continue to use your existing account and do not need to create a new one. If you require assistance with recovering a lost IBMid or password, please contact the IBMid worldwide help desk as referenced below.

Note: There may be a delay of up to 15 minutes before you will be able to use your new IBMid to access IBM applications

Step 2: Complete your profile

Once you have created your IBM account and logged into My IBM using your IBMid, complete your [profile](#) by adding your contact information and preferences.

Need assistance?

For additional information and guidance, please consult the IBMid worldwide help desk: <https://www.ibm.com/ibmid/myibm/help/us/helpdesk.html>.

Changes to Billing & Invoicing

Beginning with the July 2022 billing cycle, the vendor name and remit-to instructions on invoices will change from Turbonomic's to IBM's. Please update your systems and processes in order to remit payment as instructed on your IBM invoice to ensure proper application of your payment.

Important Note: These changes only pertain to customers previously invoiced by Turbonomic. If your company currently purchases Turbonomic offerings through an authorized Turbonomic business partner, you should continue to remit payment as instructed on the invoice issued by your business partner.

Customer numbers

Effective 1 July, 2022, all Turbonomic customers will have an assigned IBM Customer Number (ICN). Invoices and order-related communications issued by IBM will include your ICN, along with your Site ID, in the following format: Site ID / ICN. Customers that are invoiced by an IBM business partner may obtain their ICN from the partner they conduct business through. All customers will need to provide their ICN when contacting IBM regarding their specific account.

Note: Your ICN is different from your IBMid, which is selected by you during the registration process and used to access IBM applications (see "Important action: Create an IBM account").

Purchase orders

If your IBM invoice cannot be paid without a new purchase order (PO) issued to IBM, please take the necessary actions now to issue a new one. Clients with future billing requirements for active contracts may be contacted by IBM to submit a new PO.

Invoice or payment questions

For IBM-issued invoice or payment questions, please visit our [Customer Support website](#) which offers access to self-service online tools, answers to frequently asked questions, and options for contacting the IBM Customer Support team online or by telephone.

Taxes

Turbonomic's tax identification numbers will change to IBM's.

IBM's prices are exclusive of any taxes, including value added tax/goods and services tax or business tax or consumption tax or any surcharge. Where applicable, the IBM company that does business in your country will charge taxes at the required rate and will include these taxes on the invoice. Please refer to Appendix A for tax requirement information specific to your country.

For assistance with all invoice and payment related issues, including clarification on the tax applied, please contact [Customer Support](#). The address for the Customer Support website will also appear on your invoices from IBM.

Invoice delivery and frequency

Beginning in July 2022, invoices from IBM for Turbonomic software offerings will be emailed to the "Bill To" contact on file for your account. In most cases the frequency of these invoices will remain the same as it was under Turbonomic.

Invoices from IBM for Turbonomic professional services engagements and statements of work (SOW) will also be emailed to the contact on file. Note that professional services invoices will be emailed separately from any software invoices.

Standard payment terms

While IBM standard payment terms of "due upon receipt" will automatically appear on your IBM-issued invoices, IBM will continue to honor the payment terms established in your active Turbonomic contract(s) for the duration of the existing contract.

Note: If you are contacted by an IBM Accounts Receivable representative for late payment, please make them aware that you are a heritage Turbonomic customer with unique payment terms defined in your contract with Turbonomic.

Access your invoices online

“Invoices@IBM” is a portal that allows you to view your IBM invoices online, along with many additional features. You can view, print, route and download invoice information to a spreadsheet. If you view your invoice and have a question, there is an option to create an online inquiry so you can get help quickly without having to pick up the phone and call. At login, you can specify customer number, invoice number, or date range to bring up a list of all invoices associated with your account and available to view. Whenever a new invoice is issued for your account, you will be sent an email notification so you can login and access immediately.

“Invoices@IBM” can be found here: <https://www.ibm.com/support/customer/invoices/welcome>.

Note: If you are a first-time user, you will need to log in using your IBMid and follow the simple sign-up registration process. Once you are registered, you will need your ICN (see “[Customer numbers](#)”) in order to associate your invoices with your account.

Vendor name and remit-to information for invoice payments

Beginning with your first IBM-issued invoice, the vendor name and remit-to information for payments will change to the applicable IBM local/regional operation covering your location. Bank account information and directions for remitting payment will be included on your invoices from IBM.

Information about the payment methods accepted by IBM, including credit card and Electronic Data Interchange, can also be found in the “Invoices and payments” section of the Customer Support [website](#).

Note: For invoices issued by Turbonomic, please continue to use the former remit-to address, payable to Turbonomic, as it appears on those invoices to ensure correct application of payment.

Currency

In some countries, the currencies used by IBM may be different than those used by Turbonomic, therefore your transactions with IBM may be in a different currency than your previous transactions with Turbonomic.

Language

IBM invoices will be in the language of the IBM entity servicing your location. In some countries, this may result in your IBM invoices being in a different language than your previous Turbonomic invoices.

Product names and descriptions

Turbonomic product names and descriptions will be replaced with IBM product names and descriptions. These new names and descriptions will begin to appear on your invoices and quotes from IBM.

New Purchases & Contracts

New purchases from IBM must be made under an IBM agreement. IBM offerings are sold under either the Passport Advantage program or a Client Relationship Agreement such as the Cloud Services Agreement.

Passport Advantage

Passport Advantage is IBM's comprehensive program to acquire IBM software (both non-expiring and term) licenses, CEO (Complete Enterprise Option) Product Categories, Software Subscription and Support, Cloud Services, Appliances and Appliance Services, and selected third party offerings subject to third party terms.

For further information about the benefits of Passport Advantage please visit our website:

<https://www.ibm.com/software/passportadvantage>.

Client Relationship and Cloud Services Agreements

The IBM Client Relationship Agreement (CRA) is our single agreement used to procure most IBM offerings.

The CRA family of agreements provide clients with the flexibility to acquire a specific set of offerings with only the terms necessary to support the acquisition of those offerings. The CRA family of agreements includes, but is not limited to, the Cloud Services Agreement (CSA) and the CRA – Services.

When a client uses one of the CRA family of agreements for a prior transaction involving only a specific offering and chooses, at a later time, to expand the terms of their CRA family of agreement to include other offerings, they may do so by adding an attachment containing those supplemental terms when desired.

All IBM standard agreements, including the CRA and CSA, can be found here:

<https://www.ibm.com/support/customer/csol/terms>.

Renewals

Turbonomic renewals will be integrated into IBM processes and IBM Terms & Conditions in the phased approach defined below.

Renewal date prior to 1 July, 2022

Customers who purchased directly from Turbonomic with renewal dates or contracts that expire prior to 1 July, 2022 should have received a renewal notice from Turbonomic and should have proceeded with confirming their renewal by the date specified on the notice or 30 June, 2022, whichever is earlier, to ensure that there are no disruptions in service. Contracts not renewed by 30 June, 2022 will be re-quoted on or after 1 July, 2022 by IBM under IBM standard Terms & Conditions.

**Renewal date
between July 1st and
August 31st**

Customers who purchased directly from Turbonomic with renewal dates that expire between 1 July, 2022, and 31 August, 2022, should have received a renewal letter and quote from Turbonomic to secure their renewal by 30 June, 2022, on Turbonomic Terms & Conditions, to ensure that there are no disruptions in service.

Contracts not renewed by 30 June, 2022, will be re-quoted on or after 1 July, 2022, by IBM under IBM standard Terms & Conditions.

**Renewal date after
31 August, 2022**

Renewals will be quoted by IBM under IBM standard Terms & Conditions.

**Renewing under
IBM standard Terms
& Conditions**

Passport Advantage Enrollment: If you are a new customer to IBM and have Software (both non-expiring and term) licenses or Cloud Services, please review the Passport Advantage Program Terms & Conditions and enroll prior to your contract's end date. Taking this step will help ensure a smooth transition when it comes to renewing your Software Subscription & Support and Cloud Services. For more information on how to enroll visit: <https://www.ibm.com/software/passportadvantage/howtoenroll.html>

If you are a new IBM customer with Cloud Services, please also review the IBM Cloud Services Agreement ("CSA") Terms & Conditions. All IBM standard agreements, including the CSA, can be found here: <https://www.ibm.com/support/customer/csol/terms>.

Data Processing

In accordance with the IBM notice to you in regard to your Turbonomic contract, IBM is now your new processor relative to the data processing for the purposes of providing the contracted services. IBM itself will keep the list of Subprocessors up-to-date to reflect any intended addition or replacement of Subprocessors. To be notified of changes to the Subprocessor list, you may subscribe to receive updates to the corresponding DPA Exhibit via the IBM Terms site at: ibm.com/terms/?cat=dpa-exhibits. If you do not subscribe, you can still access the above link to see the updated Subprocessor list at any time.

IBM's Data Processing Addendum (DPA) and Exhibits available at <http://ibm.com/dpa> (DPA) shall apply to personal data processed under your contract, if and to the extent that: i) the General European Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> are applicable.

Technical Support

Technical support interfaces will remain unchanged until further notice. Please ensure the appropriate contacts within your organization are aware that they should continue to access technical support in the same manner they did before 1 July, 2022. User login credentials will remain unchanged.

Future updates

As we work to integrate our technical support interfaces, we will offer customers expanded capabilities through the existing IBM infrastructure. You will be notified prior to the implementation of any changes in how you access support.

Professional Services

IBM will assume any ongoing professional services engagements and statements of work (SOW), which may include configuration, implementation, provisioning, consulting and training, and will perform as originally contracted. There are no immediate changes planned regarding the associated delivery methodology or staffing.

After 1 July, 2022, any extensions or changes to existing SOWs will be executed under an IBM agreement.

Privacy Policy

At IBM we value your privacy and are committed to protecting and processing your personal information responsibly. The IBM privacy statement describes how IBM collects, uses and shares your information, including personal information such as business contact information or account information processed by IBM in administering the contractual relationship with you. IBM's privacy policy may be viewed online at <https://www.ibm.com/privacy>.

For any questions about your data processing agreement or the privacy policy, please contact your IBM representative or see the contact information within IBM's privacy policy for any questions about how IBM collects, uses, or shares your information.

Currency Table

The table details the currency that IBM or its Business Partners do business in for various countries in Asia Pacific.

Currency	Country
AUD	Australia, Cocos Islands, Christmas Island, Norfolk Island, Papua New Guinea, Solomon Islands, Western Samoa
NZD	New Zealand, Cook Islands, Fiji,
KRW	Korea
INR	India
IDR	Indonesia
USD or SGD	Singapore
USD	Bangladesh, Brunei, Cambodia, Hong Kong, Sri Lanka, Macao, Maldives, Malaysia, Philippines, Taiwan, Thailand, Vietnam
USD or RMB	China

Note: Services and other offerings covered by Statements of Work are usually provided in local currency.

Appendix A

Note: These amendments relate to the country the contract is assigned to.

Korea:

All prices or other sums payable or consideration to be provided under or in accordance with your agreement/s are exclusive of VAT. If VAT is imposed on any supply made under or in accordance with your agreement/s, the recipient of the taxable supply must pay to the supplier an additional amount equal to the VAT payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount must be made at the same time as payment for the taxable supply is required to be made.

In relation to Withholding Taxes, should you be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, and IBM is unable to recover such amounts, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made.

India:

In order to comply with India tax requirements, the following will apply:

"Prices are exclusive of applicable taxes like Goods and Services Tax (GST) or any other similar taxes and cesses. Buyer shall bear all taxes viz., GST applicable on the supply of goods (or services) in terms of this Agreement. Supplier shall state the applicable taxes in its tax invoice and pay all taxes collected from Buyer to the appropriate tax authority. Buyer shall separately state the invoicing location and beneficiary location for any supply of goods/services provided under this Agreement or any Statement of Work (SOW) or any other document issued pursuant to the terms of this Agreement. Payments will be made by Buyer to Supplier subject to India withholding tax as may be applicable. In the case where Buyer withholds the applicable tax from payments to Supplier, Buyer will remit the withholding tax to relevant tax authority and promptly provide Supplier with official tax certificate for the tax recovery. In the eventuality of credit of withholding not being available to Supplier on account of default/non-compliance solely by the Buyer, the same shall be compensated to Supplier."

Bangladesh, Cambodia, Hong Kong, Malaysia, Philippines, Singapore, Taiwan, Thailand and Vietnam:

All prices or other sums payable or consideration to be provided under or in accordance with your agreement/s are exclusive of goods and services tax ("GST") or similar/like taxes. If GST is imposed on any supply made under or in accordance with your agreement/s, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount must be made at the same time as payment for the taxable supply is required to be made.

In relation to Withholding Taxes, should you be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, and IBM is unable to recover such amounts, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made.

Should IBM request, you will need to provide IBM with a valid certificate of such taxes paid within sixty (60) days of making the related payment to IBM.

Australia (and Solomon Islands):

All prices or other sums payable or consideration to be provided under or in accordance with your agreement/s are exclusive of goods and services tax ("GST") or similar/like taxes imposed in Australia. If GST is imposed on any supply made under or in accordance with your agreement/s, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount must be made at the same time as payment for the taxable supply is required to be made.

China:

In order to comply with China Law requirements, the following will apply:

Both you and IBM consent to the application of the laws of the People's Republic of China (PRC) to govern, interpret, and enforce all of your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

Any disputes arising from or in connection with this Agreement will first be resolved through friendly consultation, failing which either of us has the right to submit the dispute to the China International Economic and Trade Arbitration Commission in Beijing, the PRC, for arbitration in accordance with its arbitration rules in force at the time. The arbitration tribunal will consist of three arbitrators. The language to be used therein will be English and Chinese. An arbitral award will be final and binding on all the parties, and will be enforceable under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958). The arbitration fee will be borne by the losing party unless otherwise determined by the arbitral award. During the course of arbitration, this Agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

Indonesia:

In relation to Withholding Taxes, should you be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, and IBM is unable to recover such amounts, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made.

Regardless of whether IBM can recover such amounts, should IBM request, you will need to provide IBM with a valid certificate of such taxes paid within sixty (60) days of making the related payment to IBM.

New Zealand:

All prices or other sums payable or consideration to be provided under or in accordance with your agreement/s are exclusive of goods and services tax (“GST”) or similar/like taxes imposed in New Zealand. If GST is imposed on any supply made under or in accordance with your agreement/s, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount must be made at the same time as payment for the taxable supply is required to be made.