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CHAPTER 7. PROFESSIONAL SERVICES SINS

TERMS AND CONDITIONS

The terms and conditions of this Chapter are applicable to the purchase of IBM Information Technology Professional Services and product support services.

IBM's Information Technology Professional Services are governed by the terms of the Client Relationship Agreement for Services (CRA for Services) and an Attachment / Statement of Work. In the event of conflict, the Attachment or Statement of Work prevails over the terms of the CRA.

Services identified below are for Product Support Services – see sections starting at 7.2 below. Terms of the Client Relationship Agreement for Services (CRA for Services) and an Attachment / Statement of Work. In the event of conflict, the Attachment or Statement of Work prevails over the terms of the CRA.

Whenever the Government requires that service to be provided at a domestic location by persons with security clearances, the Government shall state that requirement in each order issued. IBM may, at its option, reject any such orders by written notice to the ordering office within 60 days of receipt. If a DD Form 254, DOD Contract Security Classification Specification is required for security purposes, Section 6.a of the DD Form 254 should show the same IBM address as on the delivery order for maintenance coverage.

7.1 OFFERINGS

7.1.1 TECHNICAL AND CONSULTING SERVICES

For detailed Consulting skill level descriptions and rates see Appendix C.

Services which may be provided under this Special Item Number include, but are not limited to:

Conversion Support

Database Planning and Design

Data Records Management

Information Technology Consulting

Implementation Support

Network/Communications



Programming Services
Project Management
IT Resources and Facilities Management (Operation and Maintenance)
IT Systems Analysis, Design, Integration, Backup, Data Conversion, Development
CAD/CAM Services
Desktop Management
Information Assurance
IT Network Management Services
Programming Services
System Engineering
System Installation
IT System Security
Image System
Independent Validation and Verification
Software Testing
System Testing
Training

7.2 PRODUCT SUPPORT SERVICES

Charges for these Services are found in Appendix D.

The Technical Services Agreement (TSA) (See Chapter 4), the Statement of Work for the each of the Services listed below, its applicable Transaction Documents, applicable Attachments, and terms of Client Relationship Agreement – Services are the complete agreement regarding the Services described and replace any prior oral or written communications between us. In entering into this Statement of Work, neither party is relying on any representation that is not specified in the Statement of Work or the documents specified in the preceding sentence, including without limitation any representations concerning: 1) level of service, hours, or fees to provide any Service; 2) the experiences or recommendations of other parties; or 3) results or savings Client may achieve. The ordering activity Contracting Officer accepts the terms of IBM’s terms and conditions by incorporating it by reference into a resulting order.

As used in this Statement of Work, “Client”, “Customer”, “you” and “your” refer to the contracting entity submitting the resulting order.



STATEMENT OF WORK SUPPORT LINE

Support Line is remote assistance with the operation of supported products and system environments (Service). In addition, IBM offers certain optional features as enhancements to this Service. These terms apply for each of these optional features. Supported Eligible Products for this Service are identified at <https://www-03.ibm.com/services/supline/products/> Refer to the Support Line offering for Eligible Products. Eligible Products for servers are grouped by Operating System (OS) and the server types on which the OS is installed. Eligible Products for storage devices are grouped by IBM storage classification.

SCOPE OF WORK

IBM will provide remote assistance (via telephone from IBM's support center, or via an electronic search and questioning capability) in response to requests pertaining to the following:

For all Eligible Products in Client's covered support groups —

1. basic, short duration installation, usage, and configuration questions; and
2. questions regarding IBM Supported Product publications.

For all IBM Eligible Programs in Client's covered support groups —

1. code-related problem questions;
2. diagnostic information review to assist in isolation of a problem cause (for example, assistance interpreting traces and dumps for installation and code related problems); and
3. for known defects, available corrective service information and program fixes as entitled under the terms of the IBM license.

IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide at <http://www14.soft-ware.ibm.com/webapp/set2/sas/f/handbook/home.html> for details. A 24x7 (every day of the year) all-severity option may be available for an extra charge.*

Service is provided solely for Eligible Products located within the United States (USA). For calls that originate from outside of the USA: a) toll free telephone access is not available, b) "local time zone" is defined as the time zone where Client's USA Eligible Programs are installed, Monday through Friday (excluding national holidays), c) replies or other return communication to the caller will be via a USA telephone number provided by Client or electronic means only,

d) software "traps" or other tools that may be necessary to diagnose problems will be sent only to the USA Eligible Programs location, e) the diagnosis and repair of data encryption will be discussed only with personnel at the USA Eligible Programs location, and f) all support will be provided in the English language only.



SUPPORT VIA USA CITIZENS

In addition to IBM Support Line for storage and Linux only, Client may purchase IBM Support via USA Citizens feature, which provides an IBM continental USA Citizen contact to manage IBM remote support for Client. IBM will provide USA Citizen remote support agents to interact with Client. Client data submitted for diagnostic purposes may be stored and accessed outside the USA and may be viewed or handled by non-USA Citizens. Client agrees not to send protected or sensitive data to IBM. IBM Support via USA Citizens is available via voice support, during prime shift only. Each time Client calls IBM, Client must identify itself as a Support via USA Citizens Client. IBM will verify Client's entitlement then transfer Client to the USA Citizen contact.

SUPPORTED PRODUCTS

For supported RedHat, Microsoft, Ubuntu, SUSE, Open Source, and VMware products, IBM will assist with isolating the problem cause and provide recovery information, if available from the vendor. If a new (unknown) defect is identified, IBM will report it to the appropriate vendor and notify Client of the report. IBM support is limited to providing updates made generally available by the vendor. Any updates provided by IBM will be via electronic download only. Resolution of defects is the responsibility of the vendor.

IBM does not distribute Microsoft updates directly to clients. Microsoft updates are only provided directly by Microsoft, via download, under the Microsoft License between Client and Microsoft. IBM is not a party to the Microsoft License and has no responsibility for any updates made available by Microsoft.

RED HAT, SUSE

IBM may make available emergency source code fixes for new defects for supported Red Hat and SUSE Enterprise releases to Open Source components of the Linux operating system and licensed products. Any patches, maintenance updates, refreshes, or fixes are made available via electronic download only. The distributor provides fixes, patches, maintenance updates and refreshes directly to Client on IBM's behalf, under the distributor's terms. IBM makes emergency source code fixes available to the distributors and the Open Source maintainers for inclusion and distribution as errata updates and patches. IBM will support and maintain these new emergency source code fixes until such time that the distributor or Open Source maintainer incorporates them or develops an alternate fix and distributes as errata update or patch. At such point, IBM support is complete.

UBUNTU

IBM provides Level 1 and Level 2 support for Ubuntu products. Canonical provides Level 3 support for Ubuntu and Open Source products on IBM's behalf. The distributor provides fixes, patches, and maintenance updates directly to Client on IBM's behalf, under the distributor's terms.



ROGUE WAVE

IBM provides Level 1 and Level 2 support for Rogue Wave supported products. Rogue Wave provides Level 3 support for Rogue Wave and Open Source products on IBM's behalf. The Open Source distributor provides fixes, patches, and maintenance updates directly to Client on IBM's behalf, under the distributor's terms.

PRODUCT SUBSCRIPTION OR LEVEL 3 OPTION

For Eligible Programs Client may also order this subscription option as an added Support Line feature. Subscription products are only available via electronic download. Client will identify a subscription coordinator who will be the focal point for all supplier-licensed subscription product orders and deliveries under this Support Line feature. The distributor provides fixes, patches, maintenance updates, and refreshes directly to Client on IBM's behalf, under the distributor's terms.

The supplier-licensed software is directly distributed and licensed by the supplier under the terms and conditions of the supplier's end user license agreement (EULA). While IBM may have placed the order with the supplier for the supplier-licensed software on Client's behalf as a convenience, Client acknowledges and understands that IBM is neither a party to the EULA nor a distributor, licensor, or reseller of the supplier-licensed software. While the supplier may provide Client with certain warranties, representations, or indemnities under the EULA, IBM, as a provider of Services, does not provide, whether express or implied, any warranty, representation, indemnity, or other license with respect to the supplier-licensed software. IBM has no responsibility for claims based, in whole or part, on non-IBM Products.

CLIENT RESPONSIBILITIES

Client:

1. will designate the Primary Technical Contact (PTC), Client's USA 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;
2. agrees to ensure that any access codes IBM provides are used only by authorized personnel;
3. will have valid licensing and subscription in place for Eligible Programs covered by this Service;
4. will provide appropriate remote access to Eligible Products;
5. is 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.



TERMINATION

Client may terminate Support Line for any support group or any optional feature on 60 days' written notice to IBM, after the first full contract year.

IBM may withdraw Service for a support group on the Eligible Products list on three months' written notice. Other changes to the Eligible Products list are published as they occur. If IBM withdraws Service, or either of us terminates a Support Line service as provided herein, and it is a service for which Client has prepaid and IBM has not yet fully provided the Service to Client, upon request Client will be provided a prorated credit.* This credit applies if IBM withdraws support for an entire support group but not if IBM simply withdraws support for individual products. For the Linux Product Subscription Option, termination by Client is not subject to prorated refund or credit for the prepaid charges.

STATEMENT OF WORK ACCOUNT ADVOCATE SERVICE

Account Advocate Service (AA) is optional with standard base hardware and software support services (Basic Maintenance) for Eligible Products.

1. SCOPE OF SERVICE

There are three Enhanced Service Modules in AA -- Priority Access, Priority Response and Priority Handling -- 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 Basic Maintenance is required on all Eligible Products for which Client selects AA coverage (hardware support is recommended for x86 server environments, not required). Basic Maintenance for software is mandatory for x86 server environments. Client must terminate AA upon termination of Basic Maintenance.

Eligible Products are identified at www.ibm.com/services/supline/products/

2. IBM RESPONSIBILITIES

IBM will assign a named member of the Account Advocate team as Client's Account Advocate. The Account Advocate will conduct a Welcome Call designed to provide Client with a unique AA Direct Access Code (DAC), and ensure that Client is able to maximize the benefits of AA. After the initial Welcome Call, IBM will provide a Technical Support Plan (TSP) detailing AA.

IBM provides standard AA, 8:00 a.m. to 5:00 p.m. in the local time zone where Client's Primary Technical Contact (PTC) is located, Monday through Friday, excluding national



holidays (Prime Shift). Off Shift is all hours outside of Prime Shift, and Full Shift is all hours inclusive of Prime Shift and Off Shift.

Response Time is the elapsed time between receipt of the submission by IBM technical support, and the acknowledgment of the submission. IBM’s initial response may result in technical resolution of the problem or it may form the basis for determining additional actions required. See the IBM Software Support Handbook for call handling process by severity at <http://techsupport.services.ibm.com/guides/beforecontacting.html>

The Priority Support Team (PST) is the group of skilled AA technical support specialists responsible for tasks set out in the Priority Access, Priority Response and Priority Handling Support sections. An IBM-designated member of the PST (the Account Advocate) will initiate AA and provide an escalation path for any issues.

2.1 PRIORITY ACCESS

IBM provides direct priority access to a team of skilled resources as an initial point of contact for problem submissions on all products covered by a valid IBM support contract that are associated with an AA Eligible Product. Client may submit Problem Management Records (PMRs) via remote voice using Client’s unique DAC or electronic problem reporting.

2.2 PRIORITY RESPONSE

The PST uses reasonable efforts to respond by telephone 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 are objectives only. IBM is not responsible for delays caused by systems and network problems. Targeted Response time objectives for United States Assistance are identified below:

Severity	Prime Shift Response Time	Off Shift Response Time (24x7 upgrade)
All Severities	30 Minutes	30 Minutes
Electronic assistance:		
Severity	Prime Shift Response Time	Off Shift Response Time
All Severities	2 hours	2 Hours, next business day

2.3 Priority Handling

The PST performs initial problem determination, problem source identification, and direct resolution, if possible. If additional resources are required for resolution, the PST will, based on the identified source and severity of the problem:

For all Severity Eligible Program problems --

- a) engage the appropriate resources;
- b) coordinate/manage the contributions of those resources;
- c) monitor the progress of Client problem submissions; and
- d) provide regular status updates.

For all Severity problems not covered by AA --

- a) route the reported problem to the appropriate resources to assume ownership and provide support per the terms/conditions of their support contracts; and
- b) provide an escalation path as needed.

3. CLIENT RESPONSIBILITIES

Client agrees:

- a) to submit all requests using Client's DAC;
- b) to identify and maintain a United States (USA) PTC, to whom IBM may direct general technical information;
- c) to maintain, for the duration of AA, Basic Maintenance to support Eligible Products consistent with the AA service being purchased; and
- d) that Client is responsible for obtaining all necessary permissions to use, provide, store and process content in the Service 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.

4. TERMINATION

Client may terminate AA on one months' written notice to IBM after the initial contract year. Termination of this Service does not terminate or modify any of your prerequisite technical base hardware and/or software support contracts.

5. IBM TOOLS

IBM may use pre-existing tools, owned or licensed by IBM, in the performance of the Service (IBM Tools). 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 installed on Client's Eligible Machines or at Client's facilities. Tools are not



warranted. Upon completion of the Service, Client agrees to remove the IBM Tools from Client's Eligible Machines and facilities.

6. REPORTS

IBM will deliver a TSP to assist Client in using AA. The TSP is an existing work owned by IBM and not created under the SOW. IBM grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of the TSP.

STATEMENT OF WORK pSERIES SOFTWARE SERVICES

Alert for pSeries provides automatic daily notification of the following for selected IBM Products: 1) High Impact and Pervasive Authorized Program Analysis Reports (called "HIPER APARS"), 2) any Program Temporary Fixes we discover to be defective (called "PE PTFs"), 3) latest available fixes, and 4) security advisories. IBM provides notification via e-mail for up to three different addresses of your choice.

IBM RESPONSIBILITIES

IBM will provide you Alert notifications regarding each of your specified pSeries systems based on the parameters you choose when setting up this Service. If you implement IBM Service Agent, IBM will tailor the maintenance information that it provides to you for your specific environment.

YOUR RESPONSIBILITIES

If you do not currently have an IBM Registration ID, you agree to obtain one at <https://www.ibm.com/account/profile/us?page=reg> The IBM Registration ID must be used to 1) access the Alert Web site, 2) set up your preferences for Alert notifications, and 3) indicate which type of notifications you choose to receive.

STATEMENT OF WORK ALERT AND RESOLVE FOR ZSYSTEMS

1. Scope of Service

Alert and Resolve for z Systems (the Service) provides electronic assistance to Client to identify and resolve problems with the operation of Eligible Products installed (the Service). IBM will provide remote assistance in response to electronic requests for code related issues. Supported Eligible Programs are identified at www.ibm.com/services/supline/products/



The supported Program list will change periodically to reflect the addition of new Programs or deletions (e.g., deleting Programs at the end of currency date). IBM may withdraw support for Programs on the list at any time without written notice to Client.

IBM provides Service during Prime Shift (8:00 am to 5:00 pm in the local time zone, Monday through Friday, excluding national holidays), or otherwise as specified in the applicable Schedule.

Response Time is the elapsed time between receipt of the submission by IBM technical support, and the acknowledgment of the submission. IBM's initial response may result in technical resolution of the problem or it may form the basis for determining additional actions required. See the IBM Software Support Handbook for call handling and additional information regarding support processes at <http://www-304.ibm.com/webapp/set2/sas/f/handbook/home.html>

2. IBM RESPONSIBILITIES

IBM will provide to Client:

- a. the ability to electronically report code-related problems to the IBM support center, and receive an electronic response;
- b. automatic electronic notification of High Impact and Pervasive Authorized Program Analysis Reports (HIPER APARs) and any Program Temporary Fixes (PTFs) IBM discovers to be defective (Product Engineering (PE) PTFs);
- c. tracking of Authorized Program Analysis Reports (APARs) and Program Temporary Fixes (PTFs);
- d. access to Eligible Product cross-reference information;
- e. access to information on the maintenance of Eligible Products;
- f. access to technical information databases, including a question and answer library;
- g. the ability to order PTF's electronically and request electronic delivery;
- h. the ability to order some preventive service packages;
- i. unique user IDs authorized for this Service; and
- j. information regarding the installation of new releases of Eligible Products or installation of PTFs.

3. CLIENT RESPONSIBILITIES

Client agrees to:

- a. have valid licensing in place for Eligible Programs covered by this Service;
- b. provide IBM with written notice of changes to Client's processor inventory within one month after the change occurs, and to include any changes to Client's disaster recovery Machines; and
- c. be responsible for obtaining all necessary permissions to use, provide, store and process content in the Service 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.

4. TERMINATION

Client may terminate Service on 60 days' written notice, after the initial contract year.

STATEMENT OF WORK SOFTWAREXCEL ENTERPRISE EDITION FOR ZSYSTEMS

1. Scope of Service

SoftwareXcel enterprise edition for zSystems (the Service) is remote assistance with the operation of supported Programs and system environments. Supported Eligible Programs are identified at www.ibm.com/services/supline/products/

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

The supported Program list will change periodically to reflect the addition of new Programs or deletions (e.g., deleting Programs at the end of currency date). IBM may withdraw support for Programs on the list at any time without written notice to Client.

2. IBM RESPONSIBILITIES

IBM will provide remote assistance (via an electronic submission capability) in response to requests for basic, short-duration, installation, usage, configuration questions, and information regarding IBM supported program publications.

IBM provides Service during Prime Shift (8:00 am to 5:00 pm in the local time zone, Monday through Friday, excluding national holidays). Off Shift is all hours outside of Prime Shift, and Full Shift is all hours inclusive of Prime Shift and Off Shift.

Response Time is the elapsed time between receipt of the submission by IBM technical support, and the acknowledgment of the submission. IBM's initial response may result in technical resolution of the problem or it may form the basis for determining additional actions required. See the IBM Software Support Handbook for call handling and additional information regarding support processes at <http://www-304.ibm.com/webapp/set2/sas/f/handbook/home.html>

2.1 TARGETED RESPONSE TIME OBJECTIVES

ELECTRONIC ASSISTANCE:

Severity	Prime Shift Response Time	Off Shift Response Time
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All Severity	2 hours	2 hours, next business day
All Severity, code related issue, premium response requested	1 hour	Not Applicable

Telephone Support Upgrade (Prime Shift):

Severity	Prime Shift Response Time	Off Shift Response Time
All Severity	2 hours	2 hours, next business day
All Severity, code related issue, premium response requested	1 hour	Not Applicable

Telephone Support Upgrade (Full Shift):

Severity	Prime Shift Response Time	Off Shift Response Time
Severity 1	2 hours	2 hours
Severity 2-4	2 hours	4 hours
All Severity, code related issue, premium response requested	1 hour	Not Applicable

2.2 Proactive and Notification Support Service

Proactive and Notification Support Service provides electronic notification of and information about, potential problems with selected IBM Programs. It also provides electronic access to assist client in identifying and resolving problems with the operation of Eligible Programs.

IBM provides Client with:

- a) automatic electronic notification of High Impact and Pervasive Authorized Program Analysis Reports (HIPER APARs) and Program Temporary Fixes (PTFs) IBM discovers to be defective (PE PTFs), based on Client's profile;
- b) information regarding the installation of new releases of Eligible Programs and installation of preventive service packages;
- c) the ability to order PTFs and request electronic PTF delivery;
- d) the ability to order customized preventive and corrective service packages;
- e) tracking of Authorized Program Analysis Reports (APARs) and PTFs;
- f) the ability to electronically report code-related problems to the IBM support center and receive an electronic response;
- g) access to information on the maintenance of Eligible Programs and diagnostic information on non-IBM problems;
- h) access to Eligible Program technical information databases and cross-reference information, including a question and answer library; and
- i) electronic monthly Status Reports.

3. CLIENT RESPONSIBILITIES

Client agrees:

- a) to have valid licensing in place for Eligible Programs covered by this Service;
- b) to provide IBM with written notice of changes to Client's processor inventory within one month after the change occurs, and to include any changes to Client's disaster



- recovery Machines;
- c) to be responsible for obtaining all necessary permissions to use, provide, store and process content in the Service 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; and
 - d) that if IBM detects inventory changes within Client's Enterprise at Client's Specified Locations during IBM's normal Client inventory validation processes, upon receipt of a change request (e.g, purchase order) IBM will add or remove the Machines and update the Service based on the date the Machines were installed or removed from productive use.

4. TERMINATION

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

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 Statement of Work (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.