

Statement of Work

Enhanced Technical Support (ETS) for VMware

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1. Subject

This ETS-Platform-SOW describes the specific Services for the VMWare operating system platform within the framework of the IBM Enhanced Technical Support Services (ETS), if the ETS Service for VMWare is listed in the service list of the Order Form. This Statement of Work (SOW) is a supplementary add on to the IBM Enhanced Technical Support SOW (hereafter referred to as „ETS-Base-SOW“) and is subject to it.

Subject of the Service is the provision of the following, and of the extended support services defined in the ETS-Base-SOW (hereafter referred to as „Service“) for

- the eligible programs in the „ETS4 - VMware“ support group, if these are installed on machines whose manufacturers specify they are compatible for the eligible programs; and
- the eligible DASD systems in the „ETS4 - VMware“ support group, if the „Storage Service“ option is listed in the service list of the Order Form under the ETS Service for VMware.

The following defined Services described below will be provided to the provisions of other applicable conditions specified in the contract.

2. Specific Definitions

In this ETS Platform Statement of Work, the following terms have the given meaning. These apply in addition to the terms defined in the ETS Base Statement of Work under „Specific Definitions“.

Eligible DASD Machines specifies the DASD units which are part of the eligible machine and are connected to the servers specified as eligible machines in the Order Form.

Direct Attached Storage Device (DASD) specifies a storage unit connected directly to a server, without a connection to a Storage Area Network (SAN) or Network Attached Storage (NAS).

Server Class (SC) specifies the price categories based on the number of IBM System x or IBM Blade systems that are specified as eligible machines, and are defined as follows: SC1 = up to 2, SC2 = up to 4, SC3 = up to 8, SC4 = up to 12, SC5 = up to 20, SC6 = up to 30, SC7 = up to 40.

3. Technical Requirements

As a preliminary, the Service requires that the following conditions be fulfilled for the entire Service period:

- the eligible machines are under IBM warranty or to have a Base Support Contract in place;
- For the eligible IBM programs which were licensed via the IBM Passport Advantage License Agreement, the relevant Base Support Contract within the framework of a special agreement is on hand; and
- the eligible DASD systems are under IBM warranty or are covered by a Base Support Contract, if the „Storage Service“ option is listed in the Order Form.

If the Technical Requirements are not fulfilled, IBM is exempt from its responsibility to deliver the Service or any affected Service component.

4. Scope of Service

The following Services apply in addition to those of the ETS-Base-SOW.

4.1 Remote Software Support

IBM will provide the Customer with remote assistance (via IBM's Software Support Center) in response to requests pertaining to the following:

- basic, short duration installation, usage, and configuration questions;
- patch, driver or firmware related questions;
- questions regarding the compatibility and interoperability of products;
- questions regarding IBM releases for the eligible programs;
- questions concerning code-related errors with respect to the eligible IBM programs; *
- diagnostic information review to assist in the isolation of a problem cause (e.g. support for the interpretation of traces and dumps with installations and code-related errors); * and
- for known errors, the provision of information for error correction and program correction (PTFs), to which the Customer is entitled through the acquisition of usage rights for the IBM software (licence). *

* The costs arising here are covered by the Base Support Contracts for the IBM programs.

If the Customer reports a problem with a non-IBM eligible program, IBM will assist the Customer in isolating the cause of the problem and will provide the Customer with recovery information, if available, from the supplier.

IBM will provide, if authorized, error and program corrections (if available) for known errors, if they do not relate to open-source software. For known errors relating to open-source software for which IBM ascertains that error or program corrections are available on the Internet, IBM will inform the customer of the relevant URL link. It is the sole responsibility of the Customer to independently obtain or download any error or program corrections.

If a new (unknown) defect is identified, IBM will report this defect to the appropriate supplier and will inform the Customer of IBM's actions. At this point of time, IBM support is deemed to be fulfilled. Resolution of this type of defect remains the sole responsibility of the supplier.

If the supplier provides an error or program correction on the Internet for this new error, IBM will inform the Customer of the relevant URL link.

IBM is on no account obliged to develop error or program corrections for problems pertaining to open-source software, to provide them to the Customer or integrate them in the relevant open-source software. If IBM ascertains that an error or program correction or the open-source software in which this error or program correction is to be integrated breaches the rights of a third party, IBM is free to inform the Customer of this. IBM is in this case not obliged to inform the Customer whether or not there is a violation of rights, or to provide further information, such as for example URL links to error or program corrections on the Internet with respect to this open-source software.

4.2 Customized Proactive Maintenance Services

Via quarterly conference calls with the Customer's Primary Technical Contact, the Remote Account Advocate Team will provide:

- information about the status of the reported problems and related action plans;
- warnings about known problems which may affect the Customer's eligible machines and programs, and information on fixes or actions to potentially prevent them;
- information about new releases or upgrades for the eligible programs installed at the Customer at the Customer's request;
- information on approaching end of service dates for the eligible programs installed at the Customer; and
- tips and technical hints for the eligible machines and programs installed at the Customer.

4.3 Extended Support for a Platform Upgrade

IBM will provide the Customer with access to its remote support centers for a maximum of twenty four (24) consecutive hours for each Annual Service Period (the "Extended Support Period") in order to assist with problems arising during the upgrade of the Customer's VMware platforms, which form part of the eligible programs.

The Extended Support Period must be planned and agreed two (2) weeks in advance between the Primary Technical Contact and the Remote Account Advocate Team.

The Remote Account Advocate Team will inform the Customer how to contact IBM during the Extended Support Period at least two (2) days before the beginning of the "Extended Support for a Platform Upgrade" Service.

During the Extended Support Period, IBM will as a rule respond, by telephone, to calls relating to the Platform Upgrade subject of this Service within thirty (30) minutes of the Service request during the agreed period.

If the problem can not be resolved during this first telephone call, it will be determined on the basis of the telephone conversation, which additional measures are necessary to bring about a technical solution to the problem.

The „Extended Support for a Platform Upgrade“ Service does not include installation or upgrade activities which remain the sole responsibility of the Customer.

5. Optional Services

The Services described below are optional Services that will be charged separately. They will be provided when they are separately declared in the service list of the Order Form.

5.1 System Health Check Option

If this option is selected in the Order Form, IBM will carry out up to four (4) System Health Checks for the selected number of eligible machines.

The System Health Check service includes checking the the following:

- status of the service processor (system management);
- status of the management module in the BladeCenter environment;
- disk controllers;
- VMware system event logs;
- VMware performance logs.

The data required for the System Health Check analysis will be collected by remote access.

Upon the end of the System Health Check activities, the Remote Account Advocate Team will analyze the data collected and will provide the Customer with the results of the analysis with next planned ETS Status report and provide the Customer with any recommendations for a possible optimization of the Customer's eligible machines and VMware operating systems, which are covered by the System Health Check option.

The charge for the System Health Check option is based on the server class and on the number of selected System Health Checks for each Annual Service Period.

The server class and the number of selected System Health Checks for each Annual Service Period are defined in the related Order Form.

The charge for the System Health Check Service will be adjusted by IBM whenever IBM is required in writing by the Customer to add a new eligible machine to the Service covered by this Service scope and which leads to a change in the applicable server class for the Customer.

If the customer has acquired the Service from an IBM Business Partner, check with your IBM Business Partner if any change applies to your charge.

Service delimitation:

The System Health Check service does not include assistance for:

- perform analysis on any of the virtual machines installed on the Customer's VMware operating system;
- the design and development of applications;
- the Customer's use of programs in other than their specified operating environment;
- consultancy activities; or
- performance related analysis.

5.2 Storage Service Option

If this option is selected on the Order Form, IBM will provide the following Services for the number of eligible DASD machines given in the Order Form.

IBM will

- provide the Customer with remote assistance in response to basic questions to be answered quickly concerning installation, usage and configuration;
- inform the Customer proactively about known problems which may negatively impact his eligible DASD machines, and provide him with information regarding updates and/or actions he may choose to take in order to potentially avoid them;
- provide the Customer with the following information concerning the Customized Proactive Maintenance Services, as defined in this ETS-Platform-SOW:
 - status of the reported problems and related action plans;
 - technical alerts and recommendations that may apply to the DASD eligible machines;

- relevant information in relation to the DASD eligible machines' maintenance level; and
- information on planned end of service dates related to the Customer's DASD eligible machines.

The charge for the optional Storage Service is based on the number of eligible DASD machines.

This charge for the Storage Service will be adjusted by IBM whenever IBM is required in writing by the Customer to add a new DASD eligible machine to the Service covered by this optional Storage Service.

If the customer has acquired the Service from an IBM Business Partner, check with your IBM Business Partner if any change applies to your charge.

6. Specific Customer Responsibilities

The following responsibilities supplement those Customer responsibilities listed in the ETS-Base-SOW.

The Customer will

- provide the Remote Account Advocate Team (rAAT) with a list of the machine types and serial numbers of the eligible DASD machines which are subject of this optional Storage Service, if this Service is selected in the Order Form;
- provide the Remote Account Advocate Team (rAAT) with a list of the machine types and serial numbers of the eligible machines according to the contracted number of systems, which are subject of the optional System Health Check Services, if this Service has been selected in the Order Form.

7. Charges

The charges for this Service are based on the total number of processors for the VMware servers.

If the customer has acquired the Service from an IBM Business Partner, check with your IBM Business Partner if any change applies to your charge.

In addition, the provisions of other applicable conditions specified in the contract will apply.