

Statement of Work

IBM Solution Support Services – Total Support for SAP HANA - Acquired from an IBM Business Partner - (LB SSS - TS SAP HANA)

Edition January 2016

1. Subject

IBM will provide the Services listed in this Statement of Work „IBM Solution Support Services – Total Support for SAP HANA - Acquired from an IBM Business Partner - “ (LB) (hereafter „Services“) for

- eligible programs included in the support group „ETS4 - Linux Intel“ and employed within the framework of „SAP HANA Appliances“ as well as
- eligible machines included in the support group „ETS4 - Linux Intel“ and employed within the framework of „SAP HANA Appliances“, on which the eligible programs are installed.

The Services described below will be provided according to the contract conditions defined in the Order Form.

2. Definition of terms

In this Statement of Work, the following terms have the given meaning:

Basic Support Contracts are contracts concerning the following Services from IBM or Lenovo, as far as they are applicable:

- IBM hardware maintenance / IBM repairs or Lenovo hardware maintenance / Lenovo repairs,
- IBM ServicePac or Lenovo ServicePac,
- IBM Passport Advantage „Subscription and Support“

or comparable maintenance and support contracts from IBM or Lenovo which apply to the Eligible Machines or Eligible Programs installed at the customer.

Customer Critical Problem is a problem connected to an Eligible Program or an Eligible Machine for which the customer knows no workaround and which leads to an interruption of the customer’s critical business flows (Severity Level 1).

Eligible Calls are customer Service requests to be processed within the framework of this Service.

Eligible Machines are machines specified in the Order Form* (Eligible Machines for the SAP HANA appliances).

** Any serial numbers not yet listed at the time of contract signature must be made available by the customer in the course of the first discussion with the rST (Chapter 4.5).*

Eligible Programs are the programs specified in the Support Group „ETS4 - Linux Intel“ and employed within the context of „SAP HANA Appliances“.

IBM reserves the right to change the list of the programs contained in the Support Groups at regular intervals (by adding new or deleting no longer supported programs).

Eligible Requestors are the customer employees who may place Service requests as per this contract. These employees must possess sufficient technical knowledge to enable a problem-oriented and constructive communication between the customer and IBM.

IBM Specialist is a person named by IBM who will carry out technical activities within the scope of remote or on-site support as agreed between the Primary Contact Partner for Technical Questions on the customer side and the Remote Solution Team.

Installation Site defines a location specified in the Order Form where the eligible machines are/will be installed (customer installation address).

Microcode defines the supported microcode, firmware and basic input/output system (BIOS) Service Level (excluding BETA versions).

Node defines the logical structure on which the „SAP HANA Appliances“ are built. Nodes physically consist of one (server) or two Eligible Machines (server and expansion unit).

Order Form specifies the order form itself – including its appendices and/or any associated change documents that may be added later.

Primary Contact Partner for Technical Questions is an employee on the customer side to whom IBM forwards general technical information related to this Service.

Productive HANA Platform defines the productively used part of a memory data platform for real-time analyses or real-time applications (SAP HANA) at the customer.

Reaction Time specifies the period between the registration of a customer Service request in the IBM Call Management System and the time a qualified IBM employee contacts the customer to initiate the first steps for identifying the problem.

Remote Solution Team (rST) is a team, consisting of IBM named Specialists that, together with the Primary Contact Partner for Technical Questions, specifies the general conditions for the technical communication with respect to this Service and then works together with the Contact Partner.

Service Provider describes a company that does not belong to IBM and which provides technical support for non-IBM products.

Status Report is a collection of documents containing information about the status of reported problems, technical information, recommendations and other data relevant to the provision of the Services.

Support Group describes the list of programs which are eligible for this Service. The available Support Groups can be found under the following Internet address: ibm.com/services/sl/products.

Problems can be reported by telephone on the free of charge telephone number 0800 55 54 54 round the clock, stating the IBM customer number given above.

3. Technical Requirements

The Service requires the following conditions to be fulfilled throughout the entire Service provision period:

- The Eligible Machines are under guarantee (optional producer service) from IBM or Lenovo or covered by a valid Basis Support Contract.
- There exists an applicable Basis Support Contract as part of a special agreement for the eligible IBM programs that are licensed through the IBM Passport Advantage License Agreement.
- There is at least one valid „Basic Maintenance“ contract between SUSE and the customer for the eligible SUSE Linux programs („SUSE Linux Enterprise Server for SAP Applications for AMD64 & Intel64“ and if necessary, „SUSE Linux Enterprise Server for x86, AMD64 & Intel64“).
- There is at least one valid maintenance contract between Red Hat and the customer for the eligible Red Hat Linux programs („Red Hat Enterprise Linux for SAP HANA“ and if necessary „RedHat Enterprise Linux Server for x86“).

4. Service Scope

IBM will provide the Services described below during the standard IBM office hours, unless otherwise specified.

4.1 Central contact point for hardware and software problems

The customer, or a company acting on his authority (such as e.g. SAP) reports problems concerning the Eligible Programs and Machines by telephone, as far as possible providing all relevant information concerning the problematic situation, such as e.g.:

- IBM customer number (see Order Form)
- Component ID: 5621SWC02
- Type, model and serial no. of the machine
- Operating system version/release/level and Service status
- Affected software/components (program no./component ID/Service status)
- Error identification (message code, message number, return code, reason code)
- Short description of the problem

The first qualified return call will take place as per the agreed Reaction Time by an IBM Specialist for „SAP HANA Appliances“ (generally by the rST) taking into account any already known specifics regarding the customer's IT environment and support structure.

The subsequent handling of the problems is according to the relevant agreed Service Levels for the Eligible Programs and Machines.

If a problem is detected during the processing indicating that the cause is related to SAP software, the problem description and the preliminary, relevant analysis results, in agreement with customer, will be forwarded directly to SAP. To this end, the customer authorizes IBM to act on behalf of the customer and to notify SAP of the problem using the SAP customer data. The SAP customer data are defined as:

- SAP customer number and
- SAP system number and
- SAP installation number, or
- a technical user installed at SAP, which allows notification of the problem and which is set up and made available to IBM by the customer.

The customer alone, in collaboration with SAP, is responsible for the subsequent coordination of the co-operation with SAP and the resolution of the problem. Moreover, the customer is responsible for the implementation of the SAP recommendations. IBM assumes no responsibility for the resolution of problems concerning products not covered by a Basic Support Contract.

4.2 Software Support

IBM provides remote support (by telephone through the IBM Support Center) for the following customer requirements concerning the Eligible Programs:

- answering basic questions and those concerning installation, usage and configuration that can be answered within a short time;
- answering questions concerning patches, drivers and firmware;
- answering questions concerning the compatibility and interoperability of products;
- answering questions concerning IBM releases;
- answering questions concerning errors caused by code relating to eligible IBM programs;
- checking the diagnostic information as support for localizing the cause of a problem (e.g. support with the interpretation of traces and dumps for installation and code related errors);
- for known errors, providing information for correcting errors and program corrections (PTFs), to which the customer is entitled due to the acquisition of usage rights for the IBM software (license).

If the customer reports a problem concerning eligible non-IBM programs, IBM provides support for localizing the cause of the problem and obtains information for the repair from the producer, if available.

As far as it is authorized, IBM provides error and program fixes (if available) for known errors, if they do not concern open-source software. For known errors concerning open-source software and for which IBM ascertains that error or program fixes are available in the Internet, IBM will inform the customer of the relevant URL links. It is the sole responsibility of the customer to acquire or download any error or program fixes.

If a new (hitherto unknown) error is identified, IBM will report it to the relevant producer, and inform the customer of the measures taken. In so doing, IBM's support services are deemed to be provided. The producer of the program is responsible for the solution of such problems.

For a situation where the producer provides a fix or program update for this new error, IBM will inform the customer of the relevant URL link.

For problems concerning open-source software, IBM is in no way obliged to develop error corrections or program amendments, provide them to the customer or integrate them into the open-source software. If IBM ascertains that an error correction or program amendment or the open-source software, into which this error correction or program amendment is to be integrated, breaches or could breach third party rights, IBM is at liberty to inform the customer of this. In this situation, IBM is not obliged to inform the customer whether or not a rights violation is/would occur, nor is it obliged to provide any further information on the subject, such as for example URL links to error corrections or program amendments in the Internet with respect to this open-source software.

4.3 Agreed reaction times

IBM will call the customer back within 30 minutes (round the clock) for a customer-critical problem concerning an Eligible Program, and within two hours (during standard IBM business hours) for problems not deemed to be customer-critical.

In the case of a problem concerning an Eligible Machine, IBM will call the customer back within 30 minutes (during the relevant IBM or Lenovo service times for hardware maintenance, which are given in an applicable Basic Support Contract) for a customer-critical problem, and within two hours (during standard IBM business hours) for problems not deemed to be customer-critical.

All customer-critical problems must be reported by telephone, whereby details of the affected software components as well as machine types and serial numbers must be given.

If this information is not provided, the problem is not deemed to have been reported.

If the problem cannot be resolved during the first call-back by IBM, it will be determined, on the basis of this telephone call, whether and which further measures are required to produce a technical solution to the problem.

4.4 On-site software support for customer-critical problems

If a customer-critical problem concerning an Eligible Program cannot be otherwise efficiently analyzed or resolved, IBM will, after consultation with the customer and at its own discretion, follow up the problem at the Installation Site of the Eligible Machine on which the Eligible Program runs.

4.5 rST support

The Remote Solution Team will

- carry out a first telephone discussion with the Primary Contact Partner for Technical Questions in order to
 - check the applicable conditions and associated documents for the Services,
 - obtain an oversight of the customer's technical IT environment with respect to the Eligible Programs and Machines that are to be supported within the scope of the Service,
 - inform her/himself about the existing support structure at the customer,

- identify critical systems and applications in the customer environment covered by the Service as well as important deadlines (date and time) and
- plan the Services in accordance with the person-day quota and the proactive Services as well as
- plan twice-yearly, telephone status calls with the Primary Contact Partner for Technical Questions.

During these discussions, the rST will deliver a Status Report containing all relevant reports and information as specified in this Statement of Work.

For a customer-critical problem concerning an Eligible Program or an Eligible Machine, the rST will coordinate support activities from within IBM. To this end, the team will consult the appropriate support specialists, follow the pre-defined IBM escalation guidelines and continuously inform the customer about the status of the problem resolution, until the problem is resolved.

4.6 Microcode and release management

Within the scope of these Services and in consultation with the customer, the Service statuses for the first Node of each productive HANA platform and the programs installed on them will be determined once per contract year. These will be compared to the relevant service statuses available at this time and summarized in a statement together with recommendations for meaningful updates.

The time frame for the provision of these Services must be planned at least three weeks in advance and agreed by the customer and IBM (rST).

4.6.1 Determination of the Service statuses

At the start of the contract, IBM will deliver a list as well as a description of the data to be collected or provided by the customer. This data includes, in particular

- Eligible Machines: support data
- Programs: Service Levels

The customer will identify this data at both the agreed dates and send it in electronic format to the IBM Support Center (see: <https://www.ecurep.ibm.com/app/upload>).

Otherwise, IBM is released from its obligations to provide the Services.

4.6.2 Analyses and resultant recommendations

IBM will check the currency of the recorded Service statuses with the current SAP patch information and the relevant update recommendations from ISSIC (IBM SAP International Competence Center). The resultant recommendations for updates of the Service statuses will then be adjusted by the rST to the specifics of the customer installation, taking the current problem reports into account.

Based on the findings of these analyses, IBM will prepare a statement with recommendations for meaningful updates and present this to the customer.

IBM's obligations under the scope of this Service are fulfilled when this statement is handed over to the customer's contact partner in written or electronic format. A detailed explanation of the recommendations will be given in the course of the half-yearly status discussions (chapter 4.5) or when requested by telephone by the rST.

Any work arising from the implementation of the recommended updates of the Service statuses are not a component of these Services and can be requested within the framework of the person-day quota. The Services will be provided as advice and support services. The customer alone is responsible for changing system parameters or the installation of updates.

4.7 Health Check

Once per contract year, in accordance with this Service, IBM will, in consultation with the customer and on the basis of the analysis data provided by the customer, check the customer's „SAP HANA Appliance“ installation for the productive and standby nodes of each productive HANA platform remotely (optionally also possible on-site, within the scope of the person-day quota). In so doing, it will be recorded in what way the „SAP HANA Appliance“ environment is set up, which changes with respect to the requirements and configuration have arisen and how they are operated.

The time frame for the provision of this Service must be planned at least three weeks in advance and agreed by the customer and IBM (rST).

As a prerequisite for this remote Service, IBM requires the analysis data of the customer „SAP HANA Appliance“ installation necessary for this. Otherwise, IBM is released from its obligations to provide this remote Services. The details for the generation and preparation of the analysis data will be agreed at the start of the contract between the customer and IBM (rST).

The Health Check includes the following services, which are provided for the productive nodes and standby nodes of each productive HANA platform and the programs installed on them, based on the experiences of IBM and the recommendations of SAP. This includes:

- Analysis and evaluation of hardware errors and temperature profile;
- Checking the system driver;

- Analysis and assessment of the system configuration;
- Analysis and assessment of the GPFS and Linux log files;
- Pointing out possible problem areas;
- Recommendations for resolving any problems.

Together with the results of the Microcode & Release Management (chapter 4.6) also carried out at this time, there emerges an holistic analysis of the „SAP HANA Appliance“ environment operated and examined within the scope of this Service.

The results of the analysis will be documented in a Status Report.

IBM's obligations under this Service are fulfilled when this Status Report is handed over to the customer's contact partner in either written or electronic format. A detailed explanation of the analysis results will be given in the course of the half-yearly status discussions (chapter 4.5) or when requested by telephone by the rST.

Any work arising from the implementation of the recommended changes is not a component of these Services and can be requested within the framework of the person-day quota. The Services will be provided as advice and support services. The customer alone is responsible for changing system parameters or the installation of updates.

4.8 Additional system checks (MRM or Health Check)

If agreed (see Order Form), IBM will carry out further checks of the customer's „SAP HANA Appliance“ installation.

The system check will be charged per Node and includes the following services:

- Microcode & Release Management (chapter 4.6)
- Health Check (chapter 4.7)

which the customer can select as required.

The time frame for the provision of this Service must be planned at least three weeks in advance and agreed by the customer and IBM (rST).

4.9 Extended support (Hot Standby)

Once per contract year IBM will, in consultation with the customer, for the duration of a maximum of 24 consecutive hours („time frame for the extended support“) provide the customer with remote support for problems arising during the upgrading of the „SAP HANA Appliance“ installation by the IBM Support Center.

The time frame for the extended support must be planned at least three weeks in advance and agreed by the customer and IBM (rST).

IBM will inform the customer at least two days prior to the start of the extended support for the upgrade how he can contact IBM during this time.

During the period of the extended support IBM will, as a rule call, the customer back within 30 minutes of a Service request regarding the upgrade.

If the problem cannot be resolved with this first phone call, it will be determined on the basis of this phone call which further measures are necessary to achieve a technical solution to the problem.

The Service „Extended support (hot standby)“ does not include any installation or upgrade activities. These can however be requested under the person-day quota. The Services will be provided as advice and support services. The customer alone is responsible for changing system parameters or installing updates

4.10 Annual development planning

In consultation with the customer, IBM will carry out a telephone conference (optionally also possible as an on-site meeting within the limits of the person-day quota) a maximum of once per contract year with the customer in order to plan the further development of the installed „SAP HANA Appliance“ environment.

The aim is, based on past information about utilization and performance as well as data and project forecasts for planned future requirements supplied by the customer, to enable the extension of the „SAP HANA Appliance“ environment in good time and to carry out the resource and contract modifications necessary for this.

The time for the telephone conference (or on-site meeting) must be planned at least three weeks in advance and agreed by the customer and IBM.

4.11 Services within the scope of the person day quota

If agreed (see Order Form), IBM will deliver the following consultancy and advice services in the area of the „SAP HANA Appliance“ environment remotely, or in agreement with the customer and at its own discretion, directly at the Installation Site of the Eligible Machines (see Order Form). The extent (number of person-days) as well as the Service fee(s) are listed in the Order Form.

The consultancy and support services assume that the necessary hardware and software requirements are met for the entire period of the Service provision.

The time frame for the provision of this Service must be planned at least three weeks in advance and agreed by the customer and IBM (rST).

The Services will be provided by the hour (remote) or by the day (at the Installation Site of the Eligible Machines) during the standard IBM business hours and charged against the agreed person-day quota. One person-day consists of 8 working hours.

For all Services provided at the customer's request and in consultation with IBM a) outside of the standard IBM business hours or b) within the standard IBM business hours but exceeding the normal working time of 8 hours, a surcharge of 30% will be added on the

person-day quota. Generally, the provision of Services at weekends will be subject to a surcharge of 50% and on public holidays as well as 24./31.12., a surcharge of 100% will be applied to the person-day quota.

All travel costs to the Eligible Machines' Installation Site are included in the Service fees.

Unused, whole person-days will be credited or offset at the end of the contract term. This does not apply to the agreed minimum order quantity. Unused person-days within the agreed minimum order quantity lapse without compensation at the end of the contract term, i.e. they are not credited.

The customer and IBM agree that the customer is responsible for the results sought after and achieved by the employment of the Services. The organizational inclusion of IBM materials in the customer's operating procedure is undertaken under the customer's own responsibility.

4.11.1 Implementation

IBM Specialists provide consultancy and support services (software installation and configuration) in the course of the implementation of the „SAP HANA Appliance“ environment.

In addition, an IBM Specialist takes over the coordination of the IBM Services during the implementation. A project coordinator will be employed for this task and her/his name will be given to the customer. The IBM project coordinator is the central contact partner for the duration of the implementation.

4.11.2 Support for updates, upgrades and configuration changes

IBM Specialists provide consultancy and support services for the system support of the „SAP HANA Appliance“ environment. This includes, amongst other things, the installation of updates and fixes, the execution of release upgrades as well as changes to the configuration of the „SAP HANA Appliance“ environment.

5. Additional customer responsibilities

The customer will:

- Pay all communication fees on the customer side connected with the usage of the Services, as long as nothing else is agreed;
- Ensure that usage rights for all Eligible Programs for which the support is requested apply;
- Ensure that, for the duration of the term of the provision of this Service, the applicable Basic Support Contracts (including the Service times agreed therein) for all products that should be covered by the Services, are valid. The applicable Basic Support Contracts are described in chapter 3 „Technical Requirements“. If the customer terminates one of these Basic Support Contracts (or agrees other Service times), the rST must be informed immediately;
- Within three working days of the start of the Service provision, give IBM the name of a Primary Contact Partner for Technical Questions who
 - Acts as the contact partner for the rST for all questions concerning the Services,
 - Takes part in the meetings with the rST or names a deputy who participates in her/his stead and
 - Has decision making powers on the customer side for all issues concerning this Statement of Work;
- Ensure that the Primary Contact Partner for Technical Questions, her/his deputy and each caller has sufficient technical knowledge about the customer's Eligible Programs and Machines for an effective communication with the IBM Support Center. For customer-critical problems, a customer employee with this knowledge must be reachable around the clock;
- Report customer-critical problems concerning an Eligible Program by phone, stating details of the affected software components as well as machine type and serial number for a machine-related Service. If the information received by IBM is not complete and provided in a timely manner, the problem is not deemed to have been reported;
- Regularly check the list of Eligible Programs and Machines within the Support Groups under <http://www.ibm.com/services/sl/products> in order to determine whether newly announced products are added or machines and/or programs which, e.g. reach their Service end date, are removed. Questions concerning such changes can be directed to the rST;
- Install all tools and carry out all measures recommended to the customer by the rST or an IBM Specialist and which are necessary for the efficient implementation of these Services. Details about these tools will be discussed during the first telephone discussion. Tools provided by IBM may only be used for the purposes of Service execution;
- Provide IBM with an electronic connection for transferring data reports and allow their transfer in order to enable an effective usage of the above-mentioned Service tools. Otherwise, IBM is relieved of its obligation to provide the Services related to this;
- To use the information received in the course of this Service exclusively for supporting the IT requirements within the customer's company;
- Ensure that all access codes provided by IBM are used exclusively by the named persons entitled to request the Service;
- Supply IBM with the necessary and available diagnostic information (including product or system information) connected to problems concerning Eligible Programs and Machines, for which support is requested;
- Assume responsibility for the appropriate protection of the Eligible Machines and all programs and data stored on them as well as data storage devices and means of payment;
- Assume responsibility for the installation of the IBM recommended microcode, firmware or program corrections;

- Take over the organization of the meetings at the Installation Site;
- Inform the IBM Specialists or rST of all security and fire protection regulations which apply at the Installation Site at which the technical activities or meetings within the scope of this Service take place;
- Guarantee access to the premises and the hardware as well as to important resources and information for the IBM Specialists or rST, as far as this is necessary for the Service provision;
- Inform IBM in writing of changes to the „SAP HANA Appliance“ installation which affect the license model used within one month of the change. Such changes may lead to a change in the Service fees for this Service.

6. Service Fees

The Service Fees will be calculated by the IBM Business Partner.

All Service provisions during the standard IBM business hours as well as for customer-critical problems outside of the standard IBM business hours are included in the Service fees in accordance with this Statement of Work.

All travel costs associated with activities at the Installation Site are covered by the Service fees in line with this Statement of Work.

For the rest, the provisions of the other contract conditions in the Order Form apply.

7. Claims Following Non-compliance with the Agreed Reaction Time

7.1 Calculation of liquidated damages

If IBM does not comply with the agreed Reaction Time for an Eligible Call, the customer is entitled to liquidated damages amounting to 4% of the annual Service fee for the following Service components of „IBM Solution Support Services - Total Support for SAP HANA“ (see Order Form):

- Total Support for SAP HANA Appliances - basis and options (minus the Service fees for person-days, incl. travel costs (project support))
- Total Support for SAP HANA Appliances – Nodes

The customer may exercise a maximum of two claims during each contract year. With the payment of the liquidated damages, all customer claims arising from non-compliance with agreed Reaction Times are deemed satisfied.

7.2 Reports

At the customer's request, IBM will prepare a report on the incident for which the customer is claiming liquidated damages.

7.3 Exemptions

No liquidated damages will be awarded for non-compliance with the agreed Reaction Time concerning a problem report for an Eligible Machine or Eligible Program if the cause lies outside of IBM's sphere of influence. The following are examples of this:

- A customer employee with sufficient technical knowledge could not be reached or did not answer in a timely manner when IBM called back;
- Non-eligible call or missing information (also see chapter „5 Additional Customer Responsibilities“);
- Denial-of-Service attacks, natural disasters, changes due to national, political or other official measures or judicial procedures, strikes, war, legal measures against other companies (including network providers and other IBM suppliers) and other force majeure.

7.4 Calculation of the liquidated damages

In order to make a claim for liquidated damages, the customer must inform IBM at the latest 15 days after the end of the calendar month in which the agreed Service Level for an Eligible Call was, from his point of view, not complied with, or in the case of terminating the Service, prior to the date of the termination. If the customer does not inform IBM within this time frame, he forfeits his claim to liquidated damages.

After checking the claim made by the customer, IBM will inform the customer about the liquidated damages owing to him, and the customer is entitled to receive them.

All payments to which the customer is entitled at the expiry of the agreed contract term or termination of Services will be settled within one month following the effective date of the expiry of the agreed contract term or the termination.

The customer is only entitled to receive liquidated damages when he has paid the Service fees due for the Services.

With the payment to the customer or the settlement of the amount, all claims from this agreement concerning this matter are satisfied.

8. Extension, Conclusion, Termination and Withdrawal

The Service is not automatically extended past the expiry of the agreed contract term, but ends on the contract end date stated in the Order Form.

The customer may not terminate the Service normally during the agreed Service duration.

IBM may terminate or withdraw the Service or individual services with a notice period of three months by informing the customer and the IBM Business Partner in writing if IBM itself no longer receives the requisite support from its providers. The Service fee will be accordingly modified in this respect.

If an activity provided by IBM according to this Service is withdrawn or terminated, the customer can demand a pro rata credit via the IBM Business Partner if the service has been paid for in advance and the period paid for has not yet expired. This does not apply to the withdrawal of support for individual programs and/or machines.

9. Miscellaneous

If not otherwise stated, IBM guarantees no credits or repayments for Services paid for in advance and not used or for changes undertaken by the customer concerning the Eligible Programs and Machines.

For all other current or future support contracts with IBM, the Service scope defined therein applies. A transfer of the Service extensions described here to these contracts is precluded.