

Service Option Attachment - Acquired from an IBM Business Partner

Enhanced Technical Support for VMware

This Service Option Attachment (SOA) specifies an optional service selected by you on the Schedule of a related IBM Statement of Work (SOW). This SOA is subject to the terms of the related SOW.

1 Scope of Service

IBM will provide you the activities as specified in this SOA (hereinafter referred to as "the Service") for:

- a. the ETS Eligible Programs listed within the ETS Support Group "ETS4 VMware" when installed on machines compatible with the ETS Eligible Programs as specified by the product's supplier;
- b. the ETS Eligible Programs listed within the ETS Support Group "ETS4 VMware"; and
- c. the DAS Eligible Machines listed within the ETS Support Group "ETS4 VMware", when the Storage Service Option is selected on the related Schedule.

2 Definitions

The following definitions are in addition to those listed in the Definitions section of the related SOW:

DAS Eligible Machines - the Direct Attached Storage devices which are part of the ETS Eligible Machine and are connected to IBM System x or IBM Blade Systems that are specified as ETS Eligible Machines.

Direct Attached Storage (DAS) - a storage device directly attached to a server, without any type of Storage Area Network (SAN) or Network Attached Storage (NAS) in between

Servers Class (SC) – price category based on the following ranges of IBM System x or IBM Blade Systems that are specified as ETS Eligible Machines: 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.

Performance Management (PM) – optional service to ETS

3 Technical Requirements

As a preliminary, the Service requires the ETS Eligible Machines to be under current IBM warranty or have in place a Base Support Contract either in the related SOW or via a separate applicable agreement.

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

As a preliminary, the Service requires the following conditions:

 the PM Collection Agent should be installed and/or enabled on each entitled LPAR of the ETS Eligible Machine(s) in order to deliver the IBM Performance Management services

4 IBM Responsibilities

The following responsibilities are in addition to those listed in the related SOW:

4.1 Remote Software Support

IBM will provide you remote assistance (via IBM's Software Support Centre) in response to your requests pertaining to the following:

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- a. basic, short duration installation, usage, and configuration questions;
- b. patch, driver or firmware related questions;
- c. questions regarding IBM publications for the ETS Eligible Programs; and
- d. diagnostic information review to assist in isolation of a problem cause.

When you report a problem on non-IBM Eligible Programs, IBM will assist you to isolate the cause of the problem and will provide you with recovery information, if available, from the supplier.

For known defect, IBM will provide corrective services information and program fixes, if available and only if IBM is authorized to provide them to you.

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

4.2 Customized Proactive Maintenance services

Via quarterly conference calls with your Primary Technical Contact the Remote Account Advocate Team will provide:

- a. the status of your reported problems and related action plans;
- b. warnings of known problems which may affect your ETS Eligible Machines and Programs and information on fixes or actions to potentially prevent them;
- c. information on new releases or upgrades related to your ETS Eligible Programs upon request by you;
- d. information on end of service dates related to your ETS Eligible Programs; and
- e. tips and techniques associated with your ETS Eligible Machines and Programs.

4.3 Extended Support for Operating Systems Upgrade

IBM will provide you 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 you with problems arising during the upgrade of your VMware Operating Systems which are part of the ETS Eligible Programs.

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

The Remote Account Advocate Team will inform you about how to contact IBM during the Extended Support Period at least two (2) days before the beginning the Extended Support for Operating System Upgrade service.

During the Extended Support Period, IBM will use commercially reasonable effort to respond, by telephone, to calls relating to the Operating System Upgrade subject of this service within thirty (30) minutes during the agreed period.

IBM's initial response may result in technical resolution of your problem or it may constitute the basis for determining, where applicable, if and what additional IBM's actions are required.

The Extended Support for Operating Systems Upgrade service does not include installation or upgrade activities which remain your sole responsibility.

5 Optional services

5.1 Systems Health Check

As an option to be selected on the related Schedule, IBM will perform up to four (4) System Health Checks on the selected number of ETS Eligible Machines.

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The System Health Check service includes the following tasks:

- a. Service processor (System Management) health check;
- b. Management Module on BladeCenter environment health check;
- c. Disk controllers check;
- d. VMware System event logs check; and
- e. VMware Performance logs check.

The data required for the System Health Check analysis will be collected either remotely or onsite at the Specified Location(s) as appropriate and as mutually agreed between you and the Remote Account Advocate Team.

Upon the end of the System Health Check activities the Remote Account Advocate Team will analyze the data collected and will provide you the finding and any additional recommendations that may apply for the optimization of your ETS Eligible Machines and VMware Operating Systems covered by this System Health Check option,, with the first scheduled ETS Review Report.

The charge for the System Health Check is based on the Servers Class and the number of System Health Check selected for each Annual Service Period.

The Servers Class and the selected number of System Health Check for each Annual Service Period are defined in the related Schedule.

This charge for the System Health Check will be adjusted by IBM whenever your request to IBM, in writing, to add additional ETS Eligible Machines to the Service, and this request will result in a change of your Servers Class.

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

The System Health Check service does not include assistance for:

- a. analysis on any of the Virtual Machines installed on your VMware Operating System;
- b. the design and development of applications;
- c. your use of Programs in other than their specified operating environment;
- d. consultancy activities; or
- e. performance related analysis.

5.2 Storage Service Option

As an option to be selected on the related Schedule, IBM will provide you the following on the selected number of DAS Eligible Machines:

- a. remote assistance in response to your requests for basic, short duration installation, usage, and configuration questions;
- b. proactive alert on known problems which may impact your DAS Eligible Machines and information regarding updates and/or actions you may choose to take in order to potentially avoid them:
- c. inclusion of the following tasks on the Customized Proactive Maintenance services defined in this SOA:
 - 1. status of your reported problems and related action plans;
 - 2. technical alerts and recommendations that may apply to the DAS Eligible Machines;
 - 3. relevant information in relation to the DAS Eligible Machines maintenance level; and
 - 4. information on planned end of service dates related to your DAS Eligible Machines.



The charge for the Storage Service Option is based on the number of DAS Eligible Machines.

This charge for the Storage Service Option will be adjusted by IBM whenever your request to IBM, in writing, to add a new DAS Eligible Machine to this Storage Service Option.

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

5.3 IBM Performance Management services

For ETS Eligible Machines which implement the LPAR functional capability, the IBM Performance Management service will be provided on the operating system running on the main partition.

As an option to be selected on the related Schedule, the services may be extended to additional LPAR(s).

The number of additional LPAR(s) will be defined in the related Schedule and identified by your Primary Technical Contact during the initial call or subsequent conference calls.

For the entitled LPARs. IBM will:

- a) collect performance data related to the ETS Eligible Machines and VMware based Operating System which is part of the ETS Eligible Programs;
- b) provide you help and advice on how to operate the PM Collection Agent tools on the Eligible Machines and LPARs;
- c) provide an Internet address in order to enable your own secure access to detailed information on performance and capacity of your ETS Eligible Machine(s). The respective reports can be also provided to you, at your request, within the regular conference calls between the Remote Account Advocate Team and your Primary Technical Contact;
- d) assist you in the interpretation of PM reports; and
- e) assist you, on your request, in defining necessary actions to correct identified performance problems.

6 Your Responsibilities

6.1 Data availability to IBM

You agree that IBM may use the data collected by the PM Collection Agent tool within the IBM enterprise for problem determination purposes or to assist you with performance and capacity problems, notifying you of existing or projected resource constraints. You also agree that your performance data may be transferred to any IBM enterprise based in any country whether or not a member of the European Union

6.2 Data availability to your IBM Business Partner

You agree that IBM may share, where needed, your data with your IBM Business Partner to make him aware of your performance and capacity demands and to enable him to provide you with a higher level of service.

6.3 Additional responsibilities

In addition to your responsibilities as specified in the related SOW, you agree to:

- activate, per IBM's instructions, the PM Collection Agent and related program(s) on the entitled LPAR(s) of the ETS Eligible Machine(s);
- the Storage Service Option has been selected on the related Schedule, you agree to provide
 to the Remote Account Advocate Team the list of machine types and serial numbers of the
 DAS Eligible Machines subject of this service.