



Statement of Work

IBM Software Support Services

IBM Software Maintenance (SWMA)

Version: July 2019

1. Object

The object of the service is the provision of remote support and the supply of updates for the Eligible programs of system p, system i and power system platforms as well as storage systems. The services described below are provided for the conditions of contract listed in the order form.

2. Definition of terms

In this Statement of Work (SOW), the following terms have the meaning specified below:

Customer-Critical Problem means a problem for which the Customer has no known workaround/solution and which may result in a critical disruption to the Customer's business processes (Severity 1).

Eligible Machine means a machine identified by its serial number which is specified in the service list or which has been added subsequently to the scope of services in accordance with the section "Automatic inclusion of machines and programs" of the Supplementary Terms and Conditions if this section is included there.

Eligible Program means a program licensed by the Customer and listed on the Internet at www.ibm.com/services/sl/products which is installed on an Eligible machine, as specified in the service list, or which has been added subsequently to the scope of services in accordance with the section "Automatic inclusion of machines and programs" of the Supplementary Terms and Conditions if this section is included there.

The IBM i programs (previously also known as iSeries, i5/OS or OS/400 programs) listed on the said Internet page are Eligible programs for the Eligible machines of software maintenance for iSeries and i5/OS, if this service is specified in the service list.

All other programs listed on the said Internet page must be specified by name in the service list and designated as Eligible programs.

The list of programs available on the said Internet page will also be provided to the Customer by IBM upon request.

Full Shift means 24 hours a day, seven (7) days a week, including national public holidays.

Licensed Unit means a unit for which an Eligible Program has been licensed for IBM Software Maintenance. Licensed Units are for instance machines, cores (also called "processors"), installed total number of an Eligible Program ("per install"), the attached and managed chassis ("managed chassis"), storage devices or respective memory size ("Terabytes").

Prime Shift means IBM's normal business hours during which the services are available (from 8:00 to 17:00, Monday to Friday, except on national public holidays).



3. Technical requirements

The following terms apply to IBM Software Maintenance:

1. The IBM Software Maintenance Service for AIX-based license programs will be subject to the requirement that an IBM Software Maintenance service agreement for AIX has been validly concluded and will be maintained during the entire term of the relevant agreement.
2. The IBM Software Maintenance Service for IBM i-based license programs (previously also known as i5/OS and OS/400) will be subject to the requirement that an IBM Software Maintenance service agreement for iSeries and i5/OS has been concluded and will be maintained during the entire term of the relevant agreement.
3. All Licensed units must be covered by the IBM Software Maintenance Service for an Eligible program.

An equivalent IBM Linux support service is strongly recommended for all Linux-based license programs.

4. Scope of delivery

For the Eligible programs on the Eligible machines, IBM will provide the Customer with the following for the duration of the period of validity of the software maintenance, as specified in the order form:

1. Program updates (including new versions and releases) which are released during the contract validity period, once these are available generally and requested by the Customer;
2. Remote support for the following requirements of the Customer:
 - a) response to basic questions and questions which can be answered quickly concerning installation, use and configuration;
 - b) answers to questions concerning IBM publications for the Eligible programs;
 - c) answers to questions concerning code-related errors;
3. Checking diagnosis information to provide support when localizing the cause of a problem (e.g. support when interpreting traces and dumps in the event of installation- and code-related errors);
4. For known errors, provision of corrective service information and program fixes (PTFs) to which the Customer is entitled through the acquisition of usage rights for the software (license).

IBM will provide the technical support staff who are responsible for the information systems of the Customer with telephone and, if necessary, electronic support during prime shift at the relevant IBM Support Center. For Customer-critical problems, IBM will provide the Customer with support Full Shift.

As a rule, IBM will, following receipt of a service request from the Customer, respond to the Customer within two hours during prime shift and in the event of Customer-critical problems full shift.

If the problem cannot be solved during this first telephone call, this call is used to determine which further measures are required to find a technical solution of the problem.

5. Distinction between services

This service does not include support for

1. the design and development of applications,
2. the use of programs in an operational environment other than the one specified or
3. errors caused by products for which IBM is not responsible as part of this statement of work.



6. Additional Customer responsibilities

The Customer shall

1. regularly check the current list of Eligible programs on the Internet page specified in the section "Definition of terms" to determine whether or not program versions/releases have been added and/or deleted and
2. give IBM the name of a primary contact person for technical issues relating to the Customer, to whom general technical information for the Eligible machines and programs can be sent. This primary contact person and all callers must have sufficient technical knowledge of the Eligible machines and programs of the Customer to ensure effective communication with the IBM Support Center.

7. Charges

The service charges will be calculated on the basis of the list price of the licenses and their Licensed units of the selected Eligible programs and Eligible machines acquired by the Customer. It is possible that specific service specifications existing at the time the proposal was prepared have been taken into account to reduce the relevant price when calculating the final service charge. IBM will be entitled to adjust the service charges (e.g. on the basis of the valid list prices) if any price reductions cannot be applied due to these changes, if these specifications have been changed.

If there is a resumption of the software maintenance after a temporary interruption of the service (no continuous extension of the software maintenance upon expiry of the last support period) and, when acquiring the software maintenance for a new license, there are more than 30 days after the acquisition of the license (e.g. as part of the purchase of a second-hand machine), a one-time charge will be applied as an After License Charge (ALC) or After License Fee (ALF). Otherwise, the rules from the other conditions of contract listed in the order form are applicable.

8. Termination and withdrawal

IBM can withdraw the Software Maintenance Service for an Eligible program, as specified in the service list, by giving the Customer three months' notice in writing.

IBM reserves the right to modify the list of service-relevant program versions/releases on the Internet page specified in the section "Definition of terms" at regular intervals, i.e. to add and/or to remove program versions/releases. This will result in corresponding changes to the inventory of the Customer's programs Eligible for software maintenance.

Prepaid charges for a service, as specified in the service list, withdrawn by IBM will be credited to the Customer pro rata. This does not apply when withdrawing the service for individual versions/releases of the Eligible programs on the Internet page nor for prepaid, provided, but unused services.

Otherwise, the rules from the other conditions of contract listed in the order form are applicable.

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