Statement of Work for ServiceElite

Limited Support for IBM Products

Notwithstanding the terms of the Attachment, IBM’s sole responsibilities under this Statement of Work (SOW) are limited to the items set forth in this Section 1. Scope of Services.

1. Scope of Services
   Under this SOW for Limited Support for IBM Products (Limited Support), IBM will provide on-site and remote assistance, from IBM’s support center or via electronic access (the Service), in response to Client requests for support on problems discovered after IBM has announced that a Product will be withdrawn from IBM maintenance (withdrawn Machines). The terms specified herein are only applicable to this specific Limited Support Service, replace all other terms for maintenance of the specified withdrawn Machines, and will terminate when this Service terminates. On-site repair of these Machines is subject to the availability of repair parts and skilled resources. This Service does not include recovery of the Machines or data from multiple disk failures, logical volume recovery, recovery from data corruption issues, product quality improvements, root cause analysis, problem recreates, or comparable issues.

   The eligible withdrawn Machines, Contract Period (the withdrawal Effective Date to the Limited Support Service End Date), locations, options selected, and charges, all as applicable, are specified in the applicable Schedule. Newly added Machines are reflected in separate Schedules.

2. IBM Responsibilities
   For Eligible withdrawn Machines IBM will:
   a. provide remote technical support for problem determination (PD), problem source identification (PSI) and, where able, remote problem resolution;
   b. review diagnostic information to isolate a problem cause (which would include assistance interpreting traces and dumps for installation problems);
   c. determine an applicable resolution which may include patches or workarounds;
   d. provide on-site technical resources, if necessary, for PD, PSI, and hardware defect resolution (for example but not limited to the exchange of field replaceable units (FRUs), provided that the parts are generally commercially available; and
   e. provide assistance with code-related questions for pre-existing Machine Code (also referred to as microcode or firmware) fixes only.

   For the avoidance of doubt, IBM’s responsibilities do not include any preventive service, support for newly reported defects, engineering change management, or development of any new Machine Code updates, patches or fixes (including those designed to address security).

   Unless otherwise specified in the Schedule, IBM provides Limited Support Service during Prime Shift.

3. Client Responsibilities
   Client agrees to:
   a. ensure that systems covered are at the most recent cumulative fix level;
   b. designate a technically qualified representative (Primary Technical Contact) as Client focal point to whom IBM may direct general technical information pertaining to the Service. Primary Technical Contact and each caller must have sufficient technical knowledge of Client environment to enable effective communication with the IBM support center;
   c. provide IBM with all relevant and available diagnostic information (including product or system information) pertaining to hardware problems for which Client request assistance; and
   d. provide IBM with written notice of changes to Client machine inventory within one month after the change occurs. Such changes may cause a revision to Client charges for Limited Support Service.

4. Termination
   IBM may withdraw this Limited Support Service upon three months’ written notice to Client. Client may terminate the Service by giving one month’s written notice to IBM. Client will receive a credit for any remaining prepaid period associated with Services terminated in accordance with this provision. This Service does not automatically renew.