

Agreement for Support Line for IBM PowerAI

Using this IBM Agreement for Support Line for IBM PowerAI (the Agreement) and the IBM Client Relationship Agreement (CRA) attached hereto (or available on <http://www-05.ibm.com/support/operations/zz/en/selectcountrylang.html>), Client may acquire the IBM Service described herein.

1. Scope of Services

IBM provides Support Line for IBM PowerAI (called “Service”) to remotely assist Client with the operation of IBM PowerAI products (Eligible Products) and system environments only. Supported versions are located at <http://www-03.ibm.com/services/supline/products/> or as otherwise provided by IBM. Updates, fixes, and patches are not delivered under this Agreement but may be available from IBM under separate terms.

2. Contract Period

When Client orders the IBM Power System Machine, Client must specify one year or three years of this Service (the Contract Period). The start date of the Contract Period will be the start date of the Machine warranty. Service will terminate at the end of the Contract Period, depending on the selected period.

The Service does not automatically renew.

3. Service Description

For all Eligible Products, IBM will provide remote assistance (via telephone from IBM’s support center, or electronically) in response to requests pertaining to the following:

- a. basic, short duration installation, usage and configuration questions;
- b. code-related problem questions;
- c. diagnostic information review to assist in isolation of a problem cause (for example, assistance interpreting traces and dumps for installation and code-related problems); and
- d. for known defects, instructions to find available corrective service information and a method to obtain available program patches directly from IBM.

IBM will assist Client in determining the cause of the problem and direct Client on where to obtain corrective information if it is available from IBM.

4. Response Criteria

IBM will use commercially reasonable efforts to respond, by telephone, to Service calls from Client within two hours during Prime Shift. IBM’s initial response may result in resolution of Client’s request or it will form the basis for determining what additional actions may be required to achieve technical resolution of Client’s request. During Off Shift IBM will use commercially reasonable efforts to respond to Service calls which Client specify to be Client Critical Problems within two hours. Support requests for Client Critical Problems during Off Shift must be reported by a voice call.

IBM is not responsible for delays in electronic response delivery caused by systems and network problems.

5. Charges

The charges for the selected Service are detailed in the documentation provided to the Client at purchase of the IBM Power System Machine.

6. Client Responsibilities

Client:

- a. will designate the Client Primary Technical Contact (PTC), Client’s representative for IBM to direct general technical information pertaining to the Service. The PTC must have sufficient technical knowledge regarding the Eligible Products in Client’s environment to enable effective communication with the IBM support center;
- b. agrees to provide IBM the inventory of Eligible Products to be covered at each specified location, and to provide written notice of changes to inventory within one month after the change occurs. Such changes may cause a revision to charges;

- c. agrees to ensure that any access codes IBM provides are used only by authorized Client personnel;
- d. will have valid licensing and subscription (as applicable) in place for Eligible Programs covered by this Service;
- e. will ensure that each Eligible Machine is covered by IBM hardware maintenance or IBM Machine warranty;
- f. will acknowledge that Personal Data other than Business Contact Information is not required for the performance of the Services by IBM. Accordingly, Client agrees not to provide or otherwise make available any Personal Data other than Business Contact Information to IBM in respect of the Services. Client acknowledges that IBM has no obligation to review data provided by Client to determine if it contains Personal Data; however, if IBM becomes aware of Personal Data in the data provided by Client, Client instructs IBM to delete or return the Personal Data, at Client's request. For the purposes of this clause, "Business Contact Information" means business-related contact information disclosed by Client to IBM, including names, job titles, business addresses, business telephone numbers and email addresses of Client's employees and contractors;
- g. will provide appropriate remote access to Eligible Products and provide IBM with all relevant and available diagnostic information (including product or system information) pertaining to software problems. Client remains responsible for adequately protecting Client's system and all data contained therein whenever IBM remotely accesses it with permission. If Client declines such remote system access, IBM may be limited in its ability to provide the full Service necessary to resolve the problem. If IBM is unable to do so, IBM will notify Client and close the service call; and
- h. is responsible for obtaining all necessary permissions to use, provide, store and process content in Services and grants IBM permission to do the same. Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

7. Termination

IBM may withdraw a Service or support for an Eligible Product on at least 90 days' written notice to Client. Client cannot terminate this Service.

Either party may terminate this agreement immediately for cause if the other is in material breach of the Agreement, provided the one who is not complying is given notice and reasonable time to comply. Failure to pay is a material breach. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees.

THE TERMS IN THIS AGREEMENT AND THE IBM CLIENT RELATIONSHIP AGREEMENT GOVERN CLIENT'S PURCHASE OF THIS SERVICE. THESE TERMS ARE THE COMPLETE AND EXCLUSIVE AGREEMENT REGARDING THIS SERVICE AND REPLACE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN CLIENT AND IBM CONCERNING THIS SERVICE.

Client accepts the terms of this Agreement without modification by any one of the following means: to the extent permissible under applicable law, by ordering, using, or making payment for the Service or, where required by law, signing this Agreement. A Service becomes subject to this Agreement when IBM or Client's IBM Business Partner accepts Client's order or payment. Once in effect, 1) unless prohibited by applicable local law or specified otherwise, any reproduction of this Agreement made by reliable means (for example, photocopy, electronic scan or facsimile) is considered an original and 2) Service under this Agreement is subject to it.

Neither party is relying on any representation not specified in this Agreement. For a change to the Agreement terms to be valid, both of us must acknowledge acceptance of the change. Additional or different terms in any written communication from Client (such as a purchase order) are void.