IBM

IBM Deutschland GmbH

Statement of Work
IBM Enterprise Availability Management Service

Version: February 2013

1. Subject

The subject of the Service agreed between the Customer and IBM is the provision of the proactive **Enterprise Availability Management** support services.

The services to be provided by IBM are described in detail in this document.

The agreed services under the Enterprise Availability Management Services (EAM) apply to products and platforms for which the Customer has signed an IBM Support Agreement.

The services described hereafter are provided according to the Terms and Conditions stated in the Order Form.

2. Definitions

In this Statement of Work the following terms have the meaning defined below:

Eligible IBM Product – An IBM eligible product refers to hardware machines and software programs maintained by IBM for which an IBM Software Maintenance, Support/Comfort Line, ETS or Passport Agreement is in effect.

ETS – Enhanced Technical Support

Prime Shift – IBM's local business hours during which the services are available (from 8 a.m. to 5.p.m., Monday to Friday, except on national public holidays).

Off shift period - time outside prime shift.

Service Level Management (SLM) – SLM negotiates, agrees and documents appropriate IT service targets with the business, and then monitors and produces reports on delivery against the agreed level of service.

Availability Management – The purpose of Availability Management is to provide a point of focus and management for all availability-related issues, relating to services, components and resources, ensuring that availability targets in all areas are measured and achieved, and that they match or exceed the current and future agreed needs of the business in a cost-effective manner.

Critical/Urgent Changes – Critical or Urgent changes are caused by restriction of service or severe usability problems to a larger number of users, a mission-critical system, or equally critical problem. This problem has to be solved as it is causing an interruption or serious degradation to service. An urgent change triggers the so-called emergency change process.

Major/High Changes – Major or high changes are affecting a large number of users; these changes need to be implemented with the highest priority for change building, testing and implementation resources. Such changes should be made without delay, as it is associated with known errors that are significantly degrading the service quality.

Severity Definitions

Severity	Definitions	Examples
Severity 1	- Critical situation/system downtime - A mission-critical software component is not operational. - Usually applies to the production environment. - A critical interface has failed.	- Users of Tivoli Problem Management cannot register a call. - The Lotus Notes mail server has failed.
Severity 2	- Significant impact: A software component can only be used with restrictions, which causes significant impact on business processes.	- Users of Tivoli Problem Management receive a database error when trying to view open problems.
Severity 3	- Moderate impact: An uncritical software component has a problem, causing moderate impact on business processes.	- A Customer cannot connect to a server
Severity 4	- Minimal impact: An uncritical software component has a problem, causing moderate impact on business processes. This may refer to a non-technical request.	- The documentation is incorrect. - Additional documentation has been requested.

Customer Executive – CIO/CTO (Chief Information Officer/Chief Technical Officer)

ITIL® V3 – Information Technology Infrastructure Library (see official definition on **http://www.itil-officialsite.com**)

PMR – Problem Management Record

KPI – Key Performance Indicator

ESA – Electronic Service Agent

SLA – Service Level Agreement

APAR – Authorized Problem Analysis Reports

PTF – Program Temporary Fix

3.   Scope of Services

3.1.   Scope of the Document

This document describes all aspects of **IBM Enterprise Availability Management** with regard to the ITIL® V3 service management standard.

A significant part of the Enterprise Availability Management Service is the Client Availability Leader, who gives recommendations on IT availability for the Customer's eligible IBM hardware and IBM software and/or multivendor systems maintained by IBM. The Client Availability Leader is the Customer's primary IBM contact for the Enterprise Availability Management Services.

As of the date the Order Form is signed, IBM will appoint the Client Availability Leader.

The Client Availability Leader will advise the Customer in sustaining IT availability with the aim to improve the stability of IT business processes. Problem management activities of the CAL with regard to systems maintained by IBM will comprise the following tasks:

1. Working with the Customer's company executives and technical decision makers in order to attain high levels of system availability and stability in the IT environments.
2. Assisting the Customer's IT in recognising and acting upon trends through analysis and review of Problem Management Records (PMRs).
3. Assisting in periodic review of systems deployment, change management and systems management processes and facilitating communication between the Customer and the IBM product specialists in the relevant and appropriate IBM specialist areas.

3.2. ITIL® V3 Alignment

The IBM Enterprise Availability Management (as described in this SOW) is aligned to the ITIL® V3 disciplines of 'Service Management' (see detailed description and official definition on **http://www.itil-officialsite.com**). The detailed scope and services of IBM for each ITIL® V3 area is described in chapter 3.2.2.

Note: The ITIL area 'Service Strategy' is not part of the Enterprise Availability Management Service.

3.3. Enterprise Availability Management Service – Basic Service Content

The Client Availability Leader will assist in meeting Customer needs by supporting collaboration between the Customer, the IBM delivery team, vendors, and subcontractor organisations to improve Customer satisfaction.

The Client Availability Leader will also improve Customer satisfaction through formulation, development, implementation, and delivery of technical and business solutions as specified in this Agreement or Statement of Work.

The Client Availability Leader will provide account leadership to the IBM service delivery team to meet the responsibilities under the Agreement. He/she will manage schedule and service deliverables as they relate to the delivery organisation.

The Client Availability Leader supports service delivery quality and is responsible for tracking and attaining Service Level Agreements/Objectives (SLAs/SLOs).

In addition to the attainment of Service Level Agreements/Objectives, the Client Availability Leader's key measurement is Customer satisfaction.

Depending on the Customer's requirements, company size and complexity of IT infrastructure, the services can be differentiated by the three offering modules presented below.

3.3.1. Offering Modules

a) On Request

The Client Availability Leader will support the Customer in case of a major incident or other critical situation (Severity 1). This basically includes the tasks described below under the "Continual Service Improvement" and "Service Operation" service modules.

b) Continuous Presence

In addition to the services mentioned under the "On Request" offering module the Client Availability Leader will support the Customer with change management. This basically includes the tasks described below under "Service Transition".

c) Deep Engagement

In addition to the services mentioned under the "On Request" and "Continuous Presence" offering modules the Client Availability Leader will support the Customer with the tasks described under "Service Design".

3.3.2. Service Modules

1. Continual Service Improvement

The Client Availability Leader will support the Customer in:

- Applying the 7-step improvement process –
    1. Defining what should be measured (Quality Metrics);
    2. Defining what can be measured (KPIs);
    3. Data (*) gathering;
    4. Data (*) processing;
    5. Data (*) analysis;
    6. Data (*) presentation;
    7. Implementation of corrective action by considering:
        - Problem and incident reports;
        - Error logs;
        - Benchmarks of Customer segments (IBM maintenance related data);
        - Support of requests to improve the Customer's situation;
        - Managing Customer satisfaction (Set/Met Interview).
  * IBM maintenance related data

2. Service Operation
The Client Availability Leader will support the Customer with the following tasks:
- Providing major incident and problem management (critical systems only);
- Acting as IBM's 1st Customer management contact in case of:
    o Escalations of "high impact incidents" (out-of-line management/critical situations);
    o Alert notification for IBM executives, using of special alerting systems for mission critical systems and/or sub-systems;
- Providing remote or onsite support during crisis (critical situations) calls/meetings by involving IBM specialists, Critical Situation Managers;
- Providing overall leadership and direction to the IBM delivery team;
- Coordinating the IBM specialists for problem determination/problem source identification;
- Improving service delivery quality;
- Ensuring service delivery according to contractually agreed performance standards and commitments;
- Driving action plans, fast recovery and root cause analysis;
- Communicating and addressing Customer complaints.

3. Service Transition
The Client Availability Leader will support the Customer with the following tasks:
- Service asset and configuration management related to the hardware and software maintenance agreements;
- Service transition e.g. coordinate test/installation management / test/installation plan (→ critical and major changes only);
- Release and deployment management (→ critical and major changes only);
- Negotiation and planning of maintenance times/cycles;
- Advice on EOS (End of Service) / EOL (End of Life);
- Participation in planning sessions in order to explain impacts and give recommendations.

4. Service Design
The Client Availability Leader will support the Customer with the following tasks:
- Designing measurement methods and metrics in order to track progress and success (KPIs) based on IBM maintenance-related data and available data from incident and problem management systems;
- Identifying business processes interdependencies (process standards, architectures, frameworks, critical systems and documents);
- Recommendations for areas of potential IBM maintenance contract changes (e.g. enhancing agreed services with a defined Fix Time) to meet Customer Service Level Agreements;
- Setting up a communication plan and a communication matrix to be able to respond more specifically in critical situations;
- Advising on the best possible networking with the IBM Support Centre taking all electronic IBM support tools into consideration;
- Recommendations for HIPER notifications, APARs and PTF "Red Alerts";

- Coordination of on-site and remote diagnostic actions in regard of the IT infrastructure triggered by IT needs.

3.4. 7/24 Availability Management

Under this SOW, IBM will appoint a shared "Client Availability Management Team" who will provide assistance to Customer during the off-shift period as described in the Chapter "IBM Responsibilities" and will provide support in connection with the content of the selected base module for major incidents and other critical situations (Severity 1) initiated by Customer.

The "Client Availability Management Team" is managing the critical situations from remote location.

IBM will provide the handling of severity 1 incidents for IBM Hardware, IBM Operating Systems, IBM Software and Multi Vendor Systems, covered with a 7x24 service and located in Europe.

Initial service implementation will be finalized within one month after contract signature and availability management during the set-up period will be available on a best-can-do basis.

3.4.1. Response Time

As a rule, after receipt of a service request from the Customer, IBM will call the Customer back within 30 minutes. Support may be provided in English.

3.4.2. Service Content

IBM will:

- Build up and educate a named "Client Availability Management Team" in order to enable the 24 hours x 7 days availability of one person during the contract duration;
- Establish availability guidance including required documentation (e.g. Escalation Matrix or Crisis Cookbook);
- Establish relationship between IBM and LAB (Fast Path) for IBM Hardware, IBM Operating Systems, IBM Middleware and Multi Vendor Systems, covered with a 7x24 service and located in Europe.

During the off-shift period, the "Client Availability Management Team" will perform the following tasks:
- Collect information about open issues and tasks before starting the duty;
- Perform situation assessment and initiate immediate actions to support problem solving ;
- Act as end-to-end problem handling owner for covered infrastructure until critical situation is resolved;
- Lead and control the technical IBM resources involved in the problem solving
- Manage required technical and management escalations within IBM based on processes and timelines as defined in the pre-requisite contracts;
- Establish continuous communication within Customer and IBM in order to support common level of information;
- Report issues to Customer during the off-shift period.

3.4.3. Customer Responsibilities

Customer will:
- Establish a duty manager and named entitled callers;
- Communicate on "EAM - 7x24 Availability Management" service to internal responsible staff;
- Continuous update of the "Client Availability Management Team" on Customer's systems environment, critical infrastructure mainframe services, critical applications and their related service levels;
- Contact and inform the "Client Availability Management Team" in case of severity 1 incidents;
- Follow the process and procedures for critical incidents as commonly agreed upon between IBM and Customer during initial service implementation;
- Inform IBM on time about special projects and actions which may cause a critical situation.

3.5. New Product Introduction (NPI)

IBM will provide the Service described in this statement of work to the Customer for IBM Hardware (HW) products. IBM will support the Customer with the New Product Introduction (NPI) activities during the planning, configuration and implementation cycle.

3.5.1. Service Content

The Service includes the support of the Customer to plan, migrate and implement to new IBM HW supported products.

IBM will:

- Lead first planning discussion explaining how the New Product Introduction service will take place;
- Hold regular status communication with the Customer;
- Interact as IBM single point of contact to the Customer for all NPI activities.

On Customer's request, IBM will:

- Verify technical configuration of the new IBM HW supported products;
- Define project plan including timetable & major steps;
- Ensure the project plan meets the time criteria;
- Identify pre-requisites (HW & SW) for proper interaction;
- Plan mandatory HW configurations modifications;
- Coordinate and support all activities with interlock between Customer and IBM in:
  - Identifying and coordinating additional IBM support specialists for additional support (HW & SW) – if needed;
  - Identifying Backup / Fallback scenarios;
  - Identifying NPI test scenarios;
  - Validating NPI completion status;
  - Providing acceptance certification;
  - Leading a lessons learned session to identify potential improvements and feedback from previous implementation of lessons learned;
  - Phase out of old products;
  - Meet Service Level Agreements.

3.5.2. Customer Responsibilities

The Customer will:
- Designate a qualified counterpart to interact with the CAL for the time of the NPI activities;
- Request IBM assistance in a timely manner for the new product introduction and provide a list of new products to be introduced in his IT environment;
- Continuous update of the "Client Availability Management Team" on Customer's systems environment, critical infrastructure mainframe services, critical applications and their related service levels.

3.5.3. Duration

IBM will provide all described service activities inside normal business hours for 5 days a year. For complex NPI, the Customer will have to select the NPI module several times.

3.5.4. Exclusion

IBM will not take over any responsibility of proper interaction for non-IBM HW or non-IBM SW products. Prerequisite planning, dependency testing and implementation of potential modification for non-IBM HW or non-IBM SW will be done by the Customer.

The service does not include any advice or recommendation for all dependencies and does not include implementation of any microcode or release changes.

3.6. Extended Service Management (ESM)

The Extended IT Service Management (ESM) optional module contains project based deliverables with focus on implementing and changing service management activities defined together with the Customer and the CAL within the base EAM contract.

3.6.1. Service Content

The Customer and IBM will have defined the final content of the ESM module prior to the start of the service.

Examples of options the Customer may select, but not limited to:

- Identifying actionable service quality improvements that enable desired business outcomes within budget constraints (i.e. service delivery consolidation and supplier management);
- Recommending ways to reduce operational costs and prioritize service management investments to support higher-value outcomes (i.e. adopting SLA management);
- Reducing the overall cost of service delivery and lower total cost of ownership;
- Supporting the Customer during the stage of adopting and applying service management strategy to align IT with business objectives using IBM best practices and experience;
- Support implementing the 7-step improvement process to better manage IT services throughout their lifecycles;
- Enablement of eService readiness for available platforms (e.g. supporting implementation of IBM Technical Support Appliance);
- Managing Multivendor Environment (the CAL will attend the Change Advisory Boards and Customer/Vendor workshops to improve availability and apply to existing Service Management strategy);
- Developing an extended KPI structure and reporting requirements which ensure measurement of application availability to support and proves agreed business goals;
- Organisation of regularly meetings and presentations about service management and support innovations;
- Developing a Customer emergency plan with a clear step-by-step advice how to progress during an event of emergency.

3.6.2. Customer Responsibilities

The Customer will:
- Designate a qualified counterpart to interact with the CAL for the time of the ESM activities;
- In agreement with IBM, the Customer will define the final content of the Extended Service Management activity;
- Request IBM assistance in a timely manner for the Extended Service Management activity;
- Continuous update of the "Client Availability Management Team" on Customer's systems environment, critical infrastructure mainframe services, critical applications and their related service levels.

3.6.3. Duration

IBM will provide all described service activities inside normal business hours for 5 days a year. For time consuming ESM activities, the Customer will have to select the ESM module several times.

3.6.4. Exclusion

The development of an appropriate IT Service Management Strategy is not part of the present 'Extended IT Service Management' Statement of Work.

4.   Volumes

The charges will be calculated on the basis of the modules defined in the Machine List for basic Service Content (Chapter 3.3.1) and optional Modules (Chapter 3.4, 3.5, 3.6). Unless otherwise specified, IBM will not grant any credits or refunds for prepaid and unused services or additional services.

Pre-requisite for usage of an optional Module is an active EAM base contract. Customer's hardware products are covered by an IBM Hardware Maintenance contract with 7x24 coverage.

5.   Additional Customer Responsibilities

The Customer will:
1. ensure that all programs for which support is requested are properly licensed;
2. ensure that for the Eligible Programs covered by this Statement of Work an IBM hardware maintenance or software support agreement (Software Maintenance, Support/Comfort Line, ETS or Passport Advantage etc.) is in effect;

3. designate a primary technical contact technical for IBM to whom general questions regarding the supported products can be addressed;

4. provide the required system data to IBM;

5. designate a Customer executive responsible for availability of IBM Systems to act as primary interface for the Client Availability Leader. The Customer may change the executive at any time upon written notice to IBM. By naming such executive the Customer represents that such persons have the authority to act on the Customer's behalf for all aspects of this Statement of Work;

6. arrange for the location, facilities, communication, and participation for the regular meetings as required by the Customer's availability management process;

7. provide relevant and appropriate information, or access to that information, as required by the Client Availability Leader to fulfill the responsibilities described above;

8. set up and support the available electronic support capabilities of the IBM systems which may include but are not limited to the following:

   a. Call home for problem reporting, inventory transmission, and sending problem determination information,

   b. Active fix management to keep the system in a maintainable state.

9. inform the Client Availability Leader in a timely manner of changes in the Customer's organisation or system configuration in order not to affect the ability of the Client Availability Leader to fulfill his/her responsibilities. The changes may include but are not limited to the following:

   a. Assignment of a new executive in the Customer's organisation,

   b. Organisational changes in an another key area,

   c. Changes to operating systems, middleware, data management software, network management software, systems management software,

   d. Critical business events or schedules that require maximum availability of IBM systems (e.g. quarter-end or year-end financial reporting),

   e. Escalation paths within the Customer's organisation.

10. refund travel expenses of the Client Availability Leader caused by onsite visits at non-agreed locations.

6.   Charges

The provisions of the other Terms and Conditions stated in the Order Form will apply.

7.   Other Terms and Conditions

7.1.   General Conditions

Flaws in the products for which the Customer has acquired an utilisation right and for which the Customer requests the service will be subject to the manufacturer's warranty terms and conditions.

Prerequisite for using an optional module is an active Enterprise Availability Management base contract.

7.2.   Project Change Control Procedure

Each party may request the other party in writing to have the agreed scope of the Services changed. Upon receipt of a change request, the recipient will investigate the change requested and the conditions at which it can be carried out, and advise the requesting party immediately and in writing of its acceptance or refusal and, if necessary the reasons that have led to its decision.

If an extensive investigation is rendered necessary by a change request submitted by the Customer, such an investigation shall be agreed upon separately. IBM may charge the Customer with the expenses incurred in this respect.

Any changes to the agreed terms and Services that may become necessary with respect to any such investigation and/or any such change will be laid down in writing (in an additional Order Form/Change Agreement) and will come into effect according to the terms and conditions of GTC Support Services.

7.3. Results

The Customer is responsible for the results obtained from the services provided under this Agreement.

7.4. Required Consents

The Customer is responsible for promptly obtaining and providing to IBM all required consents necessary for IBM to provide the Services in compliance with this Agreement. A required consent means any consents or approvals required to give IBM and its subcontractors the right to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products you use, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

The Customer will indemnify, defend and hold IBM, its affiliates and subcontractors, harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising from or in connection with any claims (including patent and copyright infringement) made against IBM that occur as a result of the Customer's failure to provide any required consents.

Definition of Affiliate: Affiliate is an entity that controls, is controlled by or is under common control with IBM. 'Controlled' or 'under control' means to hold or control directly or indirectly more than fifty (50) percent of voting shares.

IBM will be relieved of the performance of any obligations that may be affected by the Customer's to promptly provide any required consents.

7.5. Exclusions

The service definition for the offering modules in Chapter 3.3.1 are based on average figures. The Enterprise Availability Management effort per year is varying and depending on specific Customer requirements, critical situations and IT infrastructure complexity.

The IBM effort for the Client Availability Leader engagement based on this Statement of Work is limited for the following modules to the maximum of:

On Request: 50 days per contractual year
Continuous Presence: 150 days per contractual year
Deep Engagement: 250 days per contractual year

7.6. Open Source Software

Open source software ("OSS") that IBM may install, update, access or otherwise use for the Customer under this Statement of Work is licensed and distributed to you by the OSS distributors and/or respective copyright or other right holders under their terms and conditions.

IBM is not a licensee, licensor, or a distributor of such OSS and performs the work described in this Statement of Work on your behalf. Notwithstanding anything to the contrary contained in this Agreement, IBM makes no express or implied warranties or representations with respect to such OSS and provides no indemnity for such OSS. IBM grants no express or implied patent or other license with respect to such OSS. IBM is not liable for any damages arising out of the use of OSS. Any modification or creation of derivative works of any OSS is outside the scope of this Statement of Work.

8. Service Hours

Unless otherwise agreed, IBM or the Client Availability Leader will be available during regular IBM business hours. In some cases, the Customer may also have to grant access to the Customer's locations outside of regular IBM business hours if this has been agreed by the Customer and IBM.

In the event that the Client Availability Leader is not available due to vacations, illness or training, a deputy will be appointed at the CAL Support Centre or in the CAL Community.

9. Service Location

The Service will be provided at the installation site of the hardware and software and at IBM locations, unless otherwise agreed.

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