



Operated by MIBB

Statement of Work

Remote System Services Support

The terms of this Statement of Work (SOW) prevail over and are in addition to or modify the terms if the MIBB Business Partner Agreement – Technical Services Attachment for Marketing Technology Support Services ("Attachment").

1. Scope of Work

MIBB provides Remote System Service Support (RSSS) for the Machines listed in a Schedule in the following extent:

- a. remote technical support for problem determination (PD) and problem source identification (PSI);
- b. consulting and information assistance in solving problems outside the location of the equipment; and
- c. spare parts for the repair action.

MIBB does not provide:

- a. on-site services at the BP or BP's Customer location;
- b. services from within the country in which the BP/ BP's Customer is located;
- c. continuous contact for services during lengthy procedures (e.g. complete configuration, complete upgrade or installation);
- d. application development assistance;
- e. detailed design and analysis; or
- f. technical education.

MIBB provides RSSS based on Hardware Service Request accepted by MIBB. Services can be delivered by MIBB or its subcontractors.

2. BP Responsibilities

BP agrees:

- a. to ensure that only an MIBB Authorized Warranty Service Provider ("AWSP") provides on-site support at the customer's location and Machine install address agreed in a Schedule and to provide using written evidences that such an AWSP is contracted by the customer;
- b. to ensure that the Hardware Service Request is submitted only by an AWSP;
- c. to follow the procedures communicated by MIBB and to follow the instructions given by MIBB in response to the Hardware Service Request;
- d. to provide MIBB with all relevant and available diagnostic information (including product or system information);
- e. to ensure that any access codes provided by MIBB to BP are used only by BP's current authorized personnel;
- f. ensure at all times that services are requested and utilized only in connection with Machines specified in the Schedule;
- g. that BP will allow MIBB to audit its compliance with the terms of this SoW and provide MIBB access to its premises and records upon prior written request;
- h. to ensure that BP's customer is either the owner of all Machines or has obtained appropriate authorization from the owner to enable compliance with all terms of this SoW;
- i. the BP will assure that mandatory engineering changes (such as those required for safety) deemed

necessary by MIBB will be deployed on the Machines;

- j. to provide for any required electronic access and pay any communications charges associated with accessing the service;
- k. to inform MIBB immediately about any changes regarding the Machines;
- l. to ensure that any access codes MIBB provides to BP are used only by BP's authorized personnel (see item e above);
- m. to ensure that the customer / BP gives MIBB authorization to remotely access customer's Machines in order to enable MIBB's performance of the services;
- n. to ensure that customer / BP provides MIBB with appropriate remote access to customer's Machines via modem, the Internet or other MIBB approved connectivity mode for the provision of remote services such as problem diagnosis and correction; customer / BP is responsible for supplying the modem and telephone lines required at customer's facility and for providing MIBB with access to customer's Machines. Failure to deliver remote access to customer's Machines may delay the problem resolution time;
- o. to ensure that customer is responsible for adequately protecting customer's Machines and all other programs and data contained therein whenever MIBB accesses them;
- p. In countries without local parts stock the AWSP will receive Parts under the terms of this Agreement exclusive of transportation from the customs stock location of destination and exclusive of customs duties, taxes or other levies/fees. The AWSP will act as importer and pay all customs duties, taxes and any other levies/fees. The basis for determining customs duties and taxes on parts is the IBM list price.
- q. to ensure that BP is responsible for the security of BP's information and for maintaining procedures for the reconstruction of lost or altered files, data and programs;
- r. to pay any communications charges associated with BP's accessing of the services unless MIBB specifies otherwise;
- s. to review on a regular basis the IBM websites to verify whether there have been any additions or deletions or changes to the Machines eligible to the services under this SoW;
- t. to ensure that Machines are at the most recent cumulative fix level;
- u. to ensure that customer provides MIBB with all relevant and available diagnostic information (including product or system information) pertaining to problems with Machines for which customer requests assistance;
- v. to ensure that customer installs on customer's Machine(s) the appropriate programs MIBB will specify that may be required for the use of remote electronic tools;
- w. to ensure that customer is responsible for the installation of microcode, firmware and fixes which MIBB recommends;
- x. to use the information obtained under this service only for the support of the information processing requirements within customer's enterprise;
- y. to ensure that customer acknowledges that some devices (e.g. fusion I/O devices and solid-state devices), have read/write or wear limitations as documented in the hardware product specifications and/or limitations. When these devices have reached the wear limitations, they are not covered under services under which MIBB agrees to provide support, maintenance, or replacement of defective, failed or any other parts, unless such terms specifically identify the device by description and/or part number and describe the terms of support or maintenance coverage applicable to it;
- z. to ensure that customer is responsible for the content of any data file, database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the performance of the service from access by unauthorized personnel;
- aa. to be responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect customer's business and technical environment, as well as to assure that customer's environment meets the requirements of those applicable laws, regulations and statutes;
- bb. to inform the customer in writing that all services rendered under the Schedule to this SoW will be rendered by MIBB (in some cases together with entities acting on MIBB's behalf) and specify in writing to the customer the contract number of the Schedule to this SoW; and

cc. In addition to specific Services terms, BP will include the following statement in BP's contract with BP's End User:

{End User's name} exclusive remedy for any and all damages under the agreement, including, but not limited to, consequential, indirect, or special damages, is against {MIBB Business Partner name} and not any subcontractors.

3. Spare Parts

Spare Parts mean any component or element of a Machine, feature or upgrade which is identified to be individually replaceable in accordance with MIBB's instructions for field maintenance.

MIBB's RTS team will determine which critical Spare Parts are required to facilitate the repair of the machine based on their analysis of the failure, these parts will be shipped from MIBB's central buffer to the port of entry as per the BP/distributor's contract. Title, risk of loss and damage relating to the Spare Parts will pass upon delivery of the Spare Parts to the port of entry and prior to customs clearance. MIBB will pay for the transportation costs up to the point of importation by the BP/distributor, and the BP will pay all customs duties, tax and any other levies/fees.

Therefore ownership of the part transfers from MIBB to the BP/Distributor at the port of entry. The BP/distributor after importation is responsible for all costs associated with warehousing, parts management and disposal, disposal should always be completed as per the applicable country laws.

4. Taxes

Indirect Taxes means value added, goods and services, consumption, sales, use, revenue and/or turnover taxes calculated as a percentage of gross revenue (excluding income taxes calculated on net income or profit), financial transaction, digital services, export and import taxes or duties, stamp, registration, documentary and property taxes and any other similar charges or contributions, including surcharges on the aforementioned taxes, in each case imposed, collected or assessed by, or payable to, a tax authority or other Governmental Agency.

All charges referred to in this SOW are expressed as exclusive of all applicable Indirect Taxes. If any Indirect Taxes are payable in relation to any goods, services or other supplies made under or in connection with this SOW, including the provisioning and fulfillment of such supplies (i) the applicable Indirect Taxes shall be added to any charges payable by BP; (ii) MIBB shall issue an invoice or other billing documentation to the BP that complies with Applicable Tax Laws; and (iii) as applicable, BP shall pay or reimburse the amounts of such Indirect Taxes to MIBB on or before the due dates for satisfaction of such invoices.

In the event that local laws or regulations could require the MIBB contracting entity to register for Indirect taxes in overseas countries, BP agrees to execute local agreements with local MIBB in the applicable overseas country where MIBB makes supplies under the SoW.

In the event that any withholding or deduction for or on account of tax is required under any law or regulation of any governmental entity or authority, domestic or foreign to be made by BP in respect of any charge, the sum payable by BP to MIBB shall be increased by the amount necessary to yield to MIBB an amount equal to the sum it would have received had no withholdings or deductions been made