



# Statement of Work for ServiceElite

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Both of us agree to add the following Services as part of our ServiceElite contract.

## Service Extension Support

Notwithstanding the IBM Software Maintenance terms of the ServiceElite contract or Passport Advantage Agreement, as applicable, the following terms govern Service Extension Support.

### 1. Scope of Work

Service Extension Support (Service) includes remote assistance (from IBM's support center or by electronic access as specified below) in response to problems discovered after a Product reaches end of service. This Service does not include preventive service, or the provision of patches, bypasses, or fixes designed to address security.

Product-specific terms are in Appendix A. Unless otherwise specified in Appendix A, default Service includes usage, known defect, and newly discovered defect support as described below. IBM Software Maintenance or IBM Passport Advantage coverage are prerequisites for this Service.

#### 1.1 Usage and Known Defect Support

IBM will provide assistance for routine, short-duration installation and usage (how-to) questions and code related questions. IBM will also assist on supported product known defects for which corrective service information and fixes are available.

#### 1.2 New Defect Support

If the supported Product contains defects such that it does not conform to Program specifications when properly used in the supported operating system environment for which the Program was designed, IBM will attempt to provide a corrective restriction, bypass, or fix package, that may require prerequisite or co-requisite fix packages. IBM may determine that a resolution is not feasible due to size, complexity, or risk factors associated with code implementation and dependent architectural modifications. Any fix is provided at the then-current maintenance level for the supported Product.

### 2. Client Responsibilities

Client agrees to install fix packages to update software to assist with problem resolution. If the fix package does not pass Client's test, IBM will use reasonable efforts to re-work the problem. Client will maintain IBM Software Maintenance or IBM Passport Advantage coverage as appropriate for the given Product.

### 3. Termination

IBM may withdraw this Service upon three months' written notice. Client may terminate the Service upon one month's written notice, after the Service has been in effect for at least two months for each of the Eligible Machines and supported Products. Client will receive a credit for any remaining prepaid period associated with the terminated Service. This Service does not automatically renew.

## Appendix A: Product Specific Terms

#### A-1: AIX, i5/OS and IBM i

Refer to the supported Products listing for supported product and end of service details at [www.ibm.com/services/supline/products/](http://www.ibm.com/services/supline/products/)

Any newly acquired Eligible Machines and supported Products may be added upon written request, and once accepted by IBM will be reflected in the Schedule and may result in changes to the charge for this Service.

#### A-2: Licensed Program Products

The following support is covered for AIX Licensed Program Products (LPPs) and IBM i LPPs. Refer to the supported products listing for supported product and end of service details at [www.ibm.com/services/supline/products/](http://www.ibm.com/services/supline/products/)

Any newly acquired Eligible Machines and supported products may be added upon written request, and once accepted by IBM will be reflected in the Schedule and may result in changes to the charge for this Service.

##### A-2a: AIX Usage and Known Defect Support for (LPPs) Option

If Client has chosen full shift hours of coverage, IBM will use commercially reasonable efforts to respond to all other service calls within four hours.

##### A-2b: AIX New Defect Support for (LPPs) Option

IBM will provide new defect assistance for Severity 1 and Severity 2 problems on supported Products for which Client is entitled to receive support under the terms of the IBM Program license.

**A-3: Lotus Notes/Domino V8.0.0**

The following third party components are excluded from this support:

- (1) Java (SUN)
- (2) JavaScript (Netscape)
- (3) KeyView (Verity/Autonomy)
- (4) Simple Network Management Protocol (SNMP) (Peer Networks/BMC).

**A-4: Tivoli Workload Scheduler V8.4.0**

Support for Products running on unsupported operating systems (OS) is limited to technical assistance and existing fixes to known problems. Defects must be reproduced on a supported platform in order to be investigated. If a problem is identified in an OS or database platform that has reached end of service, Client must work with the associated vendor for support. This Service does not add support for new platforms or operating systems that were not supported prior to the Product's end of service date.

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This Statement of Work, its applicable Transaction Documents, applicable Attachments, and the agreement in effect between us comprise the complete agreement regarding the Services described and replace any prior oral or written communications between Client and IBM. Each party accepts the terms of this Statement of Work by signing this Statement of Work by hand or, where recognized by law, electronically.

As used in this Statement of Work, "Client", "Customer", "you" and "your" refer to the contracting entity identified below.

**Agreed to:**

COUNTY OF MADISON (Client)

**Agreed to:**

International Business Machines Corporation (IBM)

By

By

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Enterprise number: 05398523

Reference Attachment number: MAQ6BC0

Statement of Work number: AM40CT

Enterprise address:

IBM address:

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