

# Policy Document

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## IBM Support and Maintenance Policy for IBM ISS Products and Services

IBM provides technical support services and product maintenance (together “Support and Maintenance”) purchased by or on behalf of the Customer during the period for which the applicable fees have been paid. The Support and Maintenance provided by IBM, which will vary depending on the IBM ISS Product(s) and Services purchased, is described below.

### 1. Definitions

**Business Day** – Monday through Friday, excluding holidays.

**Enterprise** – any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent.

**Error** – a situation reported by or on behalf of a Customer where the IBM ISS Product does not function according to its current documentation.

**Fix** – a repair or replacement of binary or executable code versions of the IBM ISS Product, to remedy an Error. Such repair or replacement includes corrections to the Product documentation.

**IBM ISS Software** – software produced by or on behalf of IBM with the IBM ISS brand.

**Product(s)** – the IBM ISS Software and/or IBM ISS Appliance(s) (which consist of IBM ISS Software pre-installed on a single IBM ISS hardware device supplied to Customer by IBM ISS).

**Premium Support Engineer (“PSE”)** – assigned IBM ISS focal point for Maintenance and Support – Premium

**Senior Technical Support Engineer** – second tier of IBM ISS customer support.

**Technical Support Personnel** – those individuals providing initial telephone support to Customers and those individuals providing first, second and third tier IBM ISS customer support.

**Technical Support Representative** – refers to individuals providing initial telephone support to Customers and those individuals providing first, second and third tier IBM ISS customer support.

**Workaround** – a change in procedures followed by the Customer, as recommended by IBM, to avoid an Error without substantially impairing use of the IBM ISS Product.

### 2. Support and Maintenance - Standard

Support and Maintenance – Standard is made up of the following elements.

#### a. Telephone and Electronic Support

IBM provides access to the IBM ISS online knowledgebase, as well as telephone and electronic support for all IBM ISS Products on a 24 hours/day by 7 days/week basis . This telephone and electronic support includes troubleshooting and Workaround assistance, along with limited installation and configuration advice. If your education or consulting needs are outside the scope of the limited installation and configuration advice available through IBM’s telephone and electronic support, IBM may refer you to the IBM ISS Education and/or IBM ISS Professional Security Services for assistance. The telephone and electronic support provided by IBM does not include support for software or machines developed by a third party unless the third party software or machine is offered as an integrated module within an IBM ISS Product.

IBM’s online knowledgebase provides answers to many Customer questions. For those questions not answered by the knowledgebase, trained Technical Support Representatives are available to handle inquiries concerning use of the IBM ISS Product(s).

IBM’s Technical Support Representatives will respond to questions, provide a reasonable level of guidance to the Customer about the use of the Product, respond to reports of Errors and determine if the reported Error is a result of a problem in the operation of a Product or an environmental or installation problem. The Customer is responsible for providing information and documentation sufficient for IBM to reproduce the Error including a detailed written description of the problem, log files, core dumps, data files, and any other information reasonably requested by IBM.

The support provided by IBM's Technical Support Personnel is provided for the most current and immediately preceding version(s) of IBM ISS Product(s). In some cases, resolving an issue may consist of advising the Customer to upgrade to the most current version.

b. Software Error Corrections

IBM will use commercially reasonable efforts to correct Errors in the current version of the IBM ISS Software in a timely manner by providing the repair or replacement of object or executable code versions of the IBM ISS Software. An IBM Technical Support Representative will endeavor to resolve suspected Errors at the time of the initial call or electronic response. If the Technical Support Representative cannot resolve the matter during the initial call or electronic response, the request for service will be logged and the Technical Support Representative will continue to investigate the incident. If the Technical Support Representative is unable to resolve the Error within a reasonable timeframe, the Error will be escalated to the IBM ISS Product engineering team to resolve the issue. Escalation timeframes may vary depending on the priority and severity of the Error.

The Customer may report a suspected Error, and designate its priority level, to IBM by telephone or electronically. Upon receipt of the report, IBM's Technical Support Personnel will respond and provide a Fix or Workaround in accordance with the applicable level of priority assigned to the Error. IBM reserves the right to reassign the designated priority level if necessary based upon the nature of the suspected Error.

c. Hardware Error Corrections

Hardware Errors are reported the same way IBM ISS Software Errors are reported. IBM's Technical Support Personnel will diagnose the problem and attempt to resolve the issue with the Customer over the phone. If appropriate, IBM's Technical Support Personnel will instruct the Customer to restore the Appliance hard drive image to its factory default settings by using the recovery CD included with the original Appliance shipment. To be eligible for Maintenance and Support - Standard, the IBM ISS Appliance must be in acceptable operating condition according to IBM ISS specifications, and at version levels supported by IBM.

d. Advanced Hardware Exchange

If, after troubleshooting, IBM's Technical Support Personnel determines that the Appliance hardware is defective and must be replaced, IBM will, for eligible Customers, initiate an advanced exchange of the defective hardware with replacement hardware. To enable IBM to proceed with shipment of replacement hardware, the Customer must provide the following information: 1) Appliance serial number, 2) Customer name and ship-to address, and 3) name, phone number, and e-mail address of the contact person at the Customer's location. Upon receipt of that information IBM will issue a return merchandise authorization ("RMA") number to the Customer contact, and replacement hardware will be shipped to the specified Customer location. Replacement units may be new, reconditioned or functionally equivalent. IBM will use commercially reasonable efforts to ensure that delivery of replacement hardware occurs within a reasonable period. Upon receipt of the replacement unit, the Customer must return the defective unit in the shipping box and with the prepaid return shipping label provided or using the freight service pickup coordinated through IBM. In the event the defective unit is not received from Customer in good condition (except for defects discovered during troubleshooting) within 21 calendar days of delivery of the replacement unit, IBM may cancel the applicable RMA and invoice Customer the then current list price plus applicable maintenance fees for the replacement unit. Defective hardware that is timely returned becomes the sole property of IBM upon its receipt. Customer's license to use IBM ISS Software on the defective unit also terminates at such time. IBM is not responsible for Appliances returned without a valid RMA number.

e. Designated Customer Contacts

Access to IBM Technical Support Personnel by telephone or through the online Customer Support Center is limited to the Customer's designated contacts. Maintenance and Support - Standard access is provided to no more than four (4) designated Customer contacts. Assigning designated contacts ensures that only authorized personnel are able to adjust the Customer's security settings. Further, it allows the Customer to manage support issues more efficiently by using a centralized approach. Each Customer must designate one contact as the primary designated contact ("PDC"). The PDC acts as the administrator for the designated named contact profiles, and can add or change named contacts online.

f. Security Content Updates

As part of Maintenance and Support – Standard, Security Content updates are periodically provided to the Customer and include, but are not limited to, security algorithms, checks, decodes and may include IBM ISS related analysis of such information. Security Content updates are made available for RealSecure® Software, and Proventia® Software, and Proventia® Appliances (excluding the Proventia Network Multi-Function Security Appliance anti-virus blade from Sophos) as part of the ongoing maintenance and support fee. Security Content updates for Proventia Network Multi-Function anti-virus blade from Sophos are made available as part of the fees paid for an annual content subscription. IBM makes new Security Content updates available to the Customer for the most current version of the Products mentioned in this paragraph. Security Content updates for preceding versions may be made available to the Customer according to the current IBM ISS brand Product Lifecycle Policy.

### 3. Maintenance and Support - Select and Premium Levels

In addition to the Maintenance and Support - Standard level of support, IBM also offers Maintenance and Support at the Select and Premium levels.

Maintenance and Support - Select includes all the benefits of Maintenance and Support – Standard, plus:

- a. direct access to Senior Technical Support Engineers
- b. higher priority response targets

Maintenance and Support – Premium includes all the benefits of Maintenance and Support – Select, plus:

- a. assignment of a designated Premium Support Engineer
- b. highest priority response targets
- c. two annual on-site optimization reviews by the PSE (two consecutive days (Monday – Friday) per visit, with travel expenses included). Unused visits expire at the end of each annual support period;
- d. credit towards use of IBM ISS Professional Security Services of up to \$11,000 per support period (three Business Days minimum engagement), and up to \$4,995 per support period for IBM Education Services (which may include training at the IBM ISS Atlanta training facility, or may be used toward purchase of on-site training). IBM's reasonable travel expenses will be billed at cost. Credits may be utilized only as set forth above and unused credits expire at the end of each annual support period;
- e. two seats of X-Force® Threat Analysis Service providing personalized, up-to-date threat analysis and advance release of important security advisories; and
- f. two additional designated Customer contacts may be purchased.

### 4. Version Upgrades

IBM makes software upgrades, improvements, and modifications available to the Customer for the most current version of the IBM ISS Software, such as improvements in use and usability. IBM will provide Customer all such upgrades, improvements and modifications of the IBM ISS Software that IBM makes generally available to supported IBM Customers and does not market as independent products or modules.

#### 4.1 Classification of Errors and Response Times

Any suspected Error which is reported to IBM for IBM ISS Products is classified in accordance with the priority levels defined, below:

- a. P1 - Critical Priority - A critical priority Error renders the IBM ISS Software inoperable or causes the IBM ISS Software to substantially fail. Examples of critical priority issues may include:
  - (1) Blue screen
  - (2) Kernel panic
  - (3) File corruption
  - (4) Hanging program requiring reboot
  - (5) Network down situation
  - (6) Critical hardware failure

- b. P2 - High Priority - A high priority Error substantially degrades the performance and/or causes serious limitations in the use of the IBM ISS Software. Examples of high priority issues may include:
- (1) Lack of functionality as designed
  - (2) Update failures
  - (3) Substantial performance degradation
- c. P3 - Medium Priority - A medium priority Error has minor impact on overall IBM ISS Software use. Examples of medium priority issues may include:
- (1) Content or data format inconsistencies
  - (2) Cosmetic issues
  - (3) Enhancement requests
  - (4) Information requests
  - (5) Documentation questions

Response time objectives are for IBM ISS Software Errors only. IBM will use commercially reasonable efforts toward ensuring that delivery of replacement hardware occurs within a reasonable period.

IBM will use commercially reasonable efforts to do the following:

P1 (critical priority)	P2 (high priority)	P3 (medium priority)
<ul style="list-style-type: none"> <li>● <b>Standard</b> - A Technical Support Representative will initially respond to an unresolved Error within 2 hours of the time the incident is first reported.</li> <li>● <b>Select</b> - A Technical Support Representative will initially respond to an unresolved Error within 1 hour of the time the incident is first reported.</li> <li>● <b>Premium</b> – A Technical Support Representative with initially respond within *30 minutes of the time the incident is first reported.</li> </ul> <p>* Between the hours of 6pm – 7am EST, Monday through Friday, or Saturday or Sunday, targeted response time is 90 minutes if phoned in or 2 hours after the start of the next Business Day if submitted electronically.</p>	<ul style="list-style-type: none"> <li>● <b>Standard</b> - A Technical Support Representative will initially respond to an unresolved Error within 4 hours of the time the incident is first reported.</li> <li>● <b>Select</b> - A Technical Support Representative will initially respond to an unresolved Error within 2 hours of the time the incident is first reported.</li> <li>● <b>Premium</b> – A Technical Support Representative with initially respond within *30 minutes of the time the incident is first reported.</li> </ul> <p>* Between the hours of 6pm – 7am EST, Monday through Friday, or Saturday or Sunday, targeted response time is 90 minutes if phoned in or 2 hours after the start of the next Business Day if submitted electronically.</p>	<ul style="list-style-type: none"> <li>● <b>Standard</b> - A Technical Support Representative will initially respond to an unresolved Error within 8 hours of the time the incident is first reported.</li> <li>● <b>Select</b> - A Technical Support Representative will initially respond to an unresolved Error within 4 hours of the time the incident is first reported.</li> <li>● <b>Premium</b> – A Technical Support Representative with initially respond within *30 minutes of the time the incident is first reported.</li> </ul> <p>* Between the hours of 6pm – 7am EST, Monday through Friday, or Saturday or Sunday, targeted response time is 90 minutes if phoned in or 2 hours after the start of the next Business Day if submitted electronically.</p>
<ul style="list-style-type: none"> <li>● Provide Customer with daily reports on the status of the issue</li> </ul>	<ul style="list-style-type: none"> <li>● Provide Customer with frequent reports on the status of the issue</li> </ul>	<ul style="list-style-type: none"> <li>● Include a Fix for the Error in the next major release of the Product</li> </ul>
<ul style="list-style-type: none"> <li>● Provide Customer with a Workaround or Fix within 10 Business Days</li> </ul>	<ul style="list-style-type: none"> <li>● Provide Customer with a Workaround or Fix within 30 Business Days</li> </ul>	
<ul style="list-style-type: none"> <li>● Include a Fix for the Error in the next major release of the Product</li> </ul>	<ul style="list-style-type: none"> <li>● Include a Fix for the Error in the next major release of the Product</li> </ul>	

## 5. **General**

IBM is not responsible for errors or other problems due to non-IBM ISS products or services, misuse, accident, damage or modification, or failure to maintain proper physical or operating environment. If IBM reasonably believes that a problem reported by the Customer may not be due to an Error, IBM will so notify the Customer, and IBM shall not proceed further unless instructed to do so in writing by the Customer. If, upon resolution of the problem, it is determined the Error is not due to the IBM product or other conditions attributable to IBM, the Customer will be invoiced for time and materials at IBM's then standard rates for the Error resolution. In connection with its provision of Support and Maintenance you agree to authorize International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use your business contact information wherever they do business, in connection with IBM products and services or in furtherance of IBM's business relationship with you. This IBM Support and Maintenance Policy for IBM ISS Products and Services is subject to change from time to time as IBM updates its support offerings.