

IBM Brokerage Services

*Standard terms and
conditions*



This Statement of Work for IBM Brokerage Managed Services – full broker dedicated (“SOW”) is between IBM and Client (also called “Customer”). The term “Client” means and includes the Client company and its authorized users or recipients of the Services. This SOW is considered a Transaction Document under the Agreement.

This SOW is governed by the terms and conditions of the Agreement identified in the signature block of this document. If there is a conflict between the terms in the documents, the terms of the SOW prevail over those of the Agreement.

IBM Brokerage Managed Services – full broker dedicated

1. Overview

The IBM Brokerage Managed Services - full broker dedicated (the “Services” or “Brokerage Service”) is a cloud service, as such term is defined in the Agreement. The Services provide Client with dedicated access to a cloud-based platform composed of utility cloud services (the “cloudMatrix™ platform”) and associated tools, through a single point-of-entry (“portal”). Using such tools, Client is able to compare, buy, and manage cloud-based applications from multiple vendors.

1.1 Capabilities or Features

1.1.1 Plan

- a. Application Screener - assesses the readiness of a modeled application on two attributes cloud readiness and cloud benefit. Suggests a target infrastructure for the application to run on (e.g. physical, virtual, private cloud, public cloud, etc.)
- b. Cloud Compare – Client can compare an application’s price, performance, and features across multiple cloud service providers.
- c. Design –A visual design tool to assist Client in designing virtual data centers (VDCs) and automate the mapping of the design into a bill of material for the VDC and application architecture.

1.1.2 Buy

- a. Service Catalog - A dynamic centralized catalog to define and price services from service providers that supports dynamic pricing rules.
- b. Service Store – shopping cart functionality with simple browse, select, and order capabilities for end users to choose services from the Service Catalog.
- c. Order Approval Workflow – enables order approval workflow across multiple approver roles.

1.1.3 Manage

- a. Dashboards - Users can (i) access spend, usage and capacity data and trends and (ii) manage provisioned services, and budgets.

1.1.4 Operations Functions

- a. Services Catalog Management - supports a multi-provider services catalog for any IT service (primarily IaaS, managed, PaaS and custom services). This support can be extendable to cover services supporting different pricing models for different cloud service providers, contract pricing rules, and service terms.
- b. Customer Management – broker operators can manage the accounts of all customers on the portal, onboard and activate new customer accounts, and manage their users.
- c. Fulfillment Management – this is a centralized fulfillment hub that helps enterprises offer continuous delivery of multi-sourced solutions, at scale. Key features include: fulfillment agent registration, provider master billing account and sub-account registration, and standalone provider account registration.
- d. Billing Management – enables automated bill generation based on provisioned service orders, automated daily and monthly billing charges pickup, and operator functions.
- e. Dashboards – provides access to cost and capacity usage dashboards for all customer accounts on the portal.
- f. Policy Management – enables configuration of global rule-based policies.

2. Scope of Work

IBM will provide project management, consulting, and technical services to assist Client with the implementation of Virtual Servers and support of the Services.

“Virtual Server” is a unit of measure by which the Brokerage Service can be obtained. A Virtual Server is comprised of processing units, memory and input/output capabilities and that executes requested procedures, commands, or applications. Sufficient entitlements must be obtained to cover every Virtual Server made available to the Brokerage Service during the measurement period specified in the Charges section. A Virtual Server refers to a virtual machine that is ordered or managed through the Brokerage Service.

Utilizing the Brokerage Service tools, Client can:

- a. set up and manage the Client-defined cloud providers and services;
- b. view its Brokerage Service business by customer, by service provider, or for the entire business;
- c. centrally manage and track its existing cloud and managed service provider accounts; and
- d. consolidate and reconcile multiple customer bills into a single bill.

The Services are typically performed in two phases:

- Phase One – Implementation – IBM will provide professional services to assist Client in defining its environment, and specific requirements for the setup and implementation of the Brokerage Services. Completion of this phase is required in order to enable Client’s access to the cloudMatrix platform.
- Phase Two –Ongoing Support – IBM will provide access to, and ongoing operational support of, the cloudMatrix platform. Such access and support will begin on the first business day following completion of the professional services.

IBM will use existing, commercially available tools, as well as IBM proprietary tools, to perform the Services. Such tools and their associated documentation remain the property of IBM or third parties.

IBM may use for commercial purposes Compiled Data. “Compiled Data” means anonymized data related to use of the Brokerage Service, which IBM may compile and analyze with other data.

The Services may be used by Client only within Client’s Enterprise and not for the benefit of any third party.

IBM does not provide for the purchase or acquisition of any products as part of the Services.

Phase One - Implementation

During this phase, IBM will provide professional services to assist Client with defining its environment, documenting specific requirements, and assessing Client’s readiness to implement the Services. Implementation will be performed remotely, from 8:00 a.m. to 5:00 p.m., Monday through Friday in Client’s time zone, excluding national holidays. Client may be required to provide access to its locations outside the specified hours, as mutually agreed between Client and IBM, which may result in additional charges.

3. Professional Services

3.1 Services Coordination

3.1.1 IBM Services Coordination Responsibilities

IBM will designate an IBM Services specialist who will be IBM’s focal point during performance of the implementation. The IBM Services specialist will:

- a. review the SOW and any associated documents, with Client point of contact;
- b. establish and maintain communications through Client point of contact;
- c. work with Client to develop a project plan;
- d. administer the project change control procedure described below; and
- e. coordinate the technical activities of IBM’s assigned personnel.

3.1.2 Client Point of Contact Responsibilities

Prior to the start of the implementation, Client will designate a Client point of contact to whom all communications relative to the implementation will be addressed, and who will have the authority to act on Client’s behalf in all matters regarding this SOW. Client point of contact will:

- a. complete and return any questionnaires or checklists within five (5) days of receipt;

- b. serve as the interface between IBM's project team and all Client departments participating in the project;
- c. identify and assign core team members to the project;
- d. attend status meetings;
- e. obtain and provide applicable information, data, consents, decisions and approvals as required by IBM to perform the implementation, within two (2) business days of IBM's request, unless otherwise agreed;
- f. be responsible for developing a project plan;
- g. help resolve and escalate Services issues within Client's organization as needed; and
- h. administer the project change control procedure with the IBM Services specialist.

3.1.3 Client General Responsibilities

IBM's performance is dependent upon Client's fulfillment of its responsibilities at no charge to IBM. Any delay in performance of Client's responsibilities may result in additional charges and/or delay of the completion of the implementation and will be handled in accordance with the project change control procedure. Client will:

- a. appoint a person to act as the executive sponsor who will oversee this project for Client;
- b. make appropriate personnel available to assist IBM in the performance of its responsibilities;
- c. provide safe access, suitable office space, supplies, high speed connectivity to the Internet, and other facilities needed by IBM personnel while working at Client's location, as applicable;
- d. provide information and materials IBM requires to provide the implementation. IBM will not be responsible for any loss, damage, delay or deficiencies in the implementation arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by, or on behalf of, the Client;
- e. if making available to IBM any facilities, software, hardware or other resources in connection with IBM's performance of implementation, obtain at no cost to IBM any licenses or approvals related to these resources that may be necessary for IBM to perform the implementation. IBM will be relieved of its obligations that are adversely affected by Client's failure to promptly obtain such licenses or approvals. Client agrees to reimburse IBM for any reasonable expenses that IBM may incur from Client's failure to obtain these licenses or approvals;
- f. obtain all necessary permissions for IBM to use, provide, store and process data to which Client gives IBM access. Client is responsible for the security and privacy of such data. Client will not give IBM access to data subject to governmental regulation or requiring security measures beyond those specified in this SOW unless IBM has first agreed in writing to implement additional required security measures;
- g. ensure that current maintenance and license agreements are in place with applicable vendors for those products and services upon which IBM is relying to provide the implementation described herein. Such agreements must allow IBM to leverage existing support and maintenance contracts on Client's behalf;
- h. allow IBM to cite Client's company name, and the general nature of the Services IBM performs for Client, to IBM's other Clients and prospective Clients; and
- i. consent, and obtain any necessary consents for International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners), to store and use the business contact information of Client, its employees and contractors worldwide for our business relationship. IBM will comply with requests to access, update, or delete such contact information.

3.2 Project Initiation

3.2.1 IBM Responsibilities

IBM will facilitate a project initiation meeting either remotely or on-site, for up to two (2) hours, with Client Point of Contact and Client's selected attendees, on a mutually agreed date and time to:

- a. introduce the project team members;
- b. discuss project team roles and responsibilities;
- c. review Client environment and organization, including third party products and configurations upon which IBM is relying to provide the Brokerage Service;

- d. identify missing data and information; and
- e. develop a timeline for implementation activities.

3.2.2 Client Responsibilities

Client will:

- a. schedule and ensure participation of the appropriate subject matter experts to participate in the project initiation meeting; and
- b. provide information/requirements as requested by IBM.

3.3 Implementation

3.3.1 IBM Responsibilities

IBM will:

- a. establish the initial platform infrastructure to host and manage the cloudMatrix platform with a recognized, industry standard, cloud hosting provider;
- b. set up an instance, and initial set of end users, within the cloudMatrix platform dedicated environment, including:
 - (1) standard production and staging instances;
 - (2) support for up to the number of Virtual Servers specified in the Charges section below; and
- c. load approved cloud hosting providers (for example, SoftLayer, Amazon Web Services, Azure);
- d. support ongoing operations of the provided cloudMatrix platform installation; and
- e. input provider contract terms, credentials and pricing.

3.3.2 Client Responsibilities

Client will:

- a. provide required data for enabling Implementation (for example, logo, URL, and provider credentials);
- b. identify the initial set of end users to be enabled on the platform;
- c. participate in User Acceptance Testing;
- d. ensure it is running a supported browser version; and
- e. provide high-speed Internet connectivity from its workstation(s) to the cloudMatrix platform.

Note: Mobile devices are not supported at this time.

3.4 Integration

The purpose of this activity is to provide integration and customization services to add services to Client's catalog, and to integrate Client's own IT infrastructure such as identity/access management system, back office systems and IT fulfillment automation into the Brokerage Service.

There are two main types of integrations:

- a. Catalog integrations:
 - (1) private clouds integrated into the portal; and
 - (2) additional services not already included in the pre-loaded cloudMatrix platform catalog.
- b. Technology integrations:
 - (1) user identification and access management – single sign on (SSO);
 - (2) operations - configuration management database (CMDB), service management;
 - (3) fulfillment automation - orchestration and provisioning; and
 - (4) financial - billing system.

Client may also elect to have portal customizations such as:

- changes to the standard user interface (e.g., white-labeling, Client logo, changing URL and changing workflows); and
- changes to standard reporting (e.g., integrate with a reporting system such as Cognos).

The following table lists the available integrations and their descriptions. The integrations selected by Client and the associated charges are specified in the "Charges" section of this SOW.

Integration Type	Description
User ID and access management (IAM)	Integration with existing user ID and access management system (generally to provide simplified user experience and unified IAM security model among other support tools).
User interface	Changes to the standard user interface.
Reporting	Integration with an Enterprise Analytics or BI system, such as Cognos BI or Business Objects.
Configuration management database (CMDB)	CMDB integration to represent cloud assets in common configuration or asset management database.
Ticketing	Enablement of various ticket actions and transformations within an ITSM ticketing system.
Service management	Integration for end-user help desk and service management ticketing system.
Service catalog	Integration to enable catalog synchronization with service management catalog.
Billing system	Integration that enables cloudMatrix to feed a general ledger application.
Private cloud	Private cloud provider including catalog definition and population where virtualization technology is in place and cloudMatrix has an existing technology adapter.
Private cloud adapter	Private cloud adapter to enable low level private cloud integration as described above.
Service items or BluePrints	Update or addition of some custom service items or Blueprints to Client's service catalog.
Orchestration engine	Low level integration of orchestration and provisioning tools such as ICO, OpenStack or vRealize.
Managed service adapter	Managed service adapter to enable low level managed service system (e.g., monitoring, backup, security management) integration.
Solution prints	Creation of solution prints for Client specified reference architectures.
Private network connection	Creation of a VPN or MPLS based connection between cloudMatrix IBM hosted instance and Client private network.

3.4.1 IBM Responsibilities

IBM will:

- create a project plan which covers the Client-selected integrations and the estimated completion dates for each integration;
- utilize current cloudMatrix platform capabilities to integrate the requested services;
- provide integration methodology and associated documentation;
- design each selected integration and its required ongoing support;
- perform cloudMatrix integration configuration;
- test and verify each integration, including Client user acceptance testing; and
- maintain current functionality of each selected integration.

3.4.2 Client Responsibilities

Client will:

- provide connectivity from the IBM public network to systems to be integrated via a VPN, or a secured connection, or a dedicated private VLAN via Direct Link;
- provide remote network access to systems to be integrated, for the Brokerage Service integration teams with the credentials necessary to be able to read data updating through the integrations;
- provide documentation and a support contact for APIs supported by each system to be integrated;
- contribute to the definition of integration requirements, and review and approve the design;
- perform any required changes in systems to be integrated, as agreed to between IBM and Client;
- provide all necessary resources to support integration tests (access to test environment, test data, test accounts);
- contribute to the definition and review of the user acceptance test plan, and perform acceptance testing, with assistance from IBM; and
- provide the infrastructure or VM for hosting for fulfillment agents on Client's network (if remote connectivity and Client security policies require deploying such agents on Clients private network).

3.5 End User Training

The purpose of this activity is to provide basic skills instruction to Client's support team for accessing and using the Brokerage Service in Client's environment.

3.5.1 IBM Responsibilities

IBM will:

- a. provide up to three (3) end user training sessions. Such sessions will be:
 - (1) provided remotely, via Web conference;
 - (2) limited to ten (10) Client attendees per session;
 - (3) delivered in English on an "as is" basis; and
- b. provide training materials for use by Client attendees.

3.5.2 Client Responsibilities

Client will:

- a. provide appropriate attendees for all training sessions; and
- b. conduct all future training sessions for Client personnel.

4. Deliverables

The following deliverables are provided as part of the Services:

- a. User's Guide
- b. Cloud Concepts Guide and Release Notes
- c. Training session presentation, video(s), and recording

Client acknowledges and agrees that IBM retains all right, title, and interest (including ownership of copyright) for all IBM-provided educational and training materials (the "Training Materials"). IBM will deliver one copy of such Training Materials for each end user training session. IBM grants Client an irrevocable, nonexclusive, worldwide, paid-up license for such end user to use and display the Training Materials; however, the Training Materials may not be further copied or distributed.

5. Estimated Schedule

The estimated schedule for Implementation is:

- Estimated Start Date: **xx** days after the last signature date on this SOW
- Estimated End Date: _____

Both parties agree to make reasonable efforts to carry out their respective responsibilities to meet the estimated schedule.

6. Completion Criteria

Unless either party terminates this SOW early, IBM will have fulfilled its obligations for implementation when IBM completes its responsibilities described in the previous sections, including provision of any deliverables.

Phase Two - Ongoing Support

Phase Two will begin on the first business day following completion of Phase One (the "Service Ready Start Date"). Client's readiness notwithstanding, start of Ongoing Support and invoicing will begin on the Service Ready Start Date and continue for the term specified in the Contract Period section below.

During this phase, IBM will provide ongoing operations and support of the IBM Brokerage Managed Services – full broker dedicated services. Such support will be provided in English only, unless otherwise specified.

7. IBM cloudMatrix™ Platform Operations

IBM provides an Availability service level objective ("SLO") of 99% for each contracted month of Ongoing Support. The SLO is not a warranty and applies only to production environments. No credits will be issued due to failure to meet the Availability objective.

Availability is calculated as the total number of minutes in a contracted month minus the total number of minutes of downtime in a contracted month divided by the total number of minutes in the contracted month. Downtime does not include any maintenance and causes beyond IBM's control.

7.1 IBM Responsibilities

IBM will:

- a. provide access to the cloudMatrix platform 24 hours/day, 7 days/week, unless otherwise specified;
- b. perform application availability monitoring (monitoring, triage and issue resolution) for the Brokerage Service;
- c. perform infrastructure platform availability management;
- d. provide ongoing support for the infrastructure configuration, access and troubleshooting;
- e. apply patches, updates, and maintenance releases to the cloudMatrix platform, as they are made available. Such code updates and releases will be applied during standard maintenance windows;
- f. work with Client to administer the change/release management process and procedures;
- g. perform platform operation(s), including:
 - (1) user on/off-boarding;
 - (2) provider account management, Level 1 and Level 2 support; and
 - (3) Level 3 cloudMatrix platform support.
- h. provide change/release process and procedures management.

7.2 Client Responsibilities

Client agrees to:

- a. appropriately safeguard its login credentials to the cloudMatrix platform (including not disclosing such credentials to any unauthorized individuals);
- b. promptly notify IBM if a compromise of Client's login credentials is suspected;
- c. indemnify and hold IBM harmless for any losses incurred by Client or other parties resulting from Client's failure to safeguard its login credentials; and
- d. identify up to five (5) end users with access to the portal, who are authorized and responsible for opening and tracking trouble tickets.

NOTE TO CONTRACT PREPARER: If Broker Operations will NOT be provided by Client, delete the following section (Broker Operations) in its entirety and be sure to keep the two (2) sections further below.

8. Broker Operations

8.1 IBM Responsibilities

IBM will:

- a. conduct one (1) Broker Operations training session (training of cloudMatrix broker management functions) via Web conference; and
- b. provide training materials for use by Client attendees.

8.2 Client Responsibilities

Client will be responsible for:

- a. providing appropriate attendees for all training sessions;
- b. marketplace management: includes delivering brokerage services to organization stakeholders; creating/managing marketplace policies; and management of contracts, pricing rules, subscriptions renewals and access;
- c. billing operations and assurance: includes obtaining bills from cloud providers, export of expected bill from cloudMatrix platform, reconcile and update expected bill based on actual provider bill and load the updated actual bill into the cloudMatrix platform; manage provider bill reconciliation and assurance process; generate consolidated bill file for each customer using the cloudMatrix platform, calculate all applicable taxes and incorporate into the end-customer invoice;
- d. order fulfillment and assurance: includes fulfillment service assurance for all orders and tasks requested and executed from the marketplace; manual fulfillment operations for services that are not automatically provisioned by the cloudMatrix platform (for these services, the brokerage operations team, upon submission of orders, gets notified and would go to the cloudMatrix platform order fulfillment console, review the order and manually fulfill the services using the provider's console or other mechanism and update the status in the cloudMatrix platform); and

- e. user and account management: includes customer administration, including setting up affiliates and customer accounts on the portal (onboarding & off-boarding), adding/removing users, assigning roles to users and setting up provider accounts.

NOTE TO CONTRACT PREPARER: If Broker Operations will NOT be provided by IBM, delete the following section (Broker Operations) in its entirety and be sure to keep the two (2) sections directly above.

9. Broker Operations

9.1 IBM Responsibilities

IBM will:

- a. marketplace management: includes delivering brokerage services to organization stakeholders; creating/managing marketplace policies; and management of contracts, pricing rules, subscriptions renewals and access;
- b. billing operations and assurance: includes obtaining bills from cloud providers, export of expected bill from cloudMatrix platform, reconcile and update expected bill based on actual provider bill and load the updated actual bill into the cloudMatrix platform; manage provider bill reconciliation and assurance process; generate consolidated bill file for each customer using the cloudMatrix platform, calculate all applicable taxes and incorporate into the end-customer invoice;
- c. order fulfillment and assurance: includes fulfillment service assurance for all orders and tasks requested and executed from the marketplace; manual fulfillment operations for services that are not automatically provisioned by the cloudMatrix platform (for these services, the brokerage operations team, upon submission of orders, gets notified and would go to the cloudMatrix platform order fulfillment console, review the order and manually fulfill the services using the provider's console or other mechanism and update the status in the cloudMatrix platform); and
- d. user and account management: includes customer administration, including setting up affiliates and customer accounts on the portal (onboarding & off-boarding), adding/removing users, assigning roles to users and setting up provider accounts.

9.2 Client Responsibilities

Client will:

- a. provide billing information from cloud providers; and
- b. work with IBM to define Client policies for inclusion in the Brokerage Service.

10. Technical Support

The purpose of technical support is to provide Client with problem determination, problem management, and technical support for the Brokerage Service. Standard technical support will be provided via email. Support personnel will be available during business hours, which occur between 9:00 a.m. (CT) to 5:00 p.m. (CT), Monday through Friday, excluding national holidays. Client will use the "Support" link on the cloudMatrix portal to request assistance. This link will redirect Client to Zendesk, where Client can enter a problem ticket. If the "Support" link does not work, they can send an email to support@gravitant.com. Support tickets must be opened in English.

"Initial Response" means the time elapsed between when a service request is received by IBM (through the support system described above) and when IBM responds to Client acknowledging the service issue, severity level, and assignment of support resources to begin resolution process. This does not include the time to analyze or provide a resolution to the issue.

Target times for responding to problem tickets are provided in the following table.

Priority Level	Description	Initial Response Time	Target Resolution Time
Severity 1	Service as a whole is largely unavailable or ceases to function to a substantial degree. All monitoring streams are completely down. The majority of customers/users are impacted (>50%).	2 business hours	Work continuously to restore operation within 8 hours after initial response
Severity 2	A service is not operating, rendering results, or is unusable to customers to a substantial degree. One or more (but not all) monitoring streams are completely down. An issue that has significant adverse business impact on the software or a critical function of the platform with no obvious workaround. A significant	4 business hours	Work continuously to patch, workaround or fix within 24 hours after initial response. Intermediate patch may be released in the next

	percentage of customers/users are impacted (25% - 49%).		major product release.
Severity 3	Widespread impact to customers, but the service remains usable for the major percentage of queries or operations. The reported problem is not considered a Severity 2 but still causes a disruption of a function. A moderate percentage of customers/users are impacted (5% - 24%).	2 business days	Intermediate patch may be released, fixed or documented in the next major product release.
Severity 4	The reported problem in the software which is not substantially affecting the ability to perform in accordance with the user documentation. Fit and finish issues with a small percentage of customers impacted (<5%).	6 business days	Problem documented and input for consideration in next major product release.
Service Request	A standard request for system administration. Examples include adding/modifying/deleting users or changing access rights.	3 business days	Problem documented and input for consideration in next major product release.

Client will estimate severity for each service request. IBM will validate and make final determination of severity and reserves the right to re-prioritize based upon the above definitions.

Maintenance

IBM will perform scheduled maintenance for the software supporting the Services. IBM will give reasonable notice to Client of routine maintenance hours and of any other necessary maintenance as required to minimize service disruption.

10.1 Client Responsibilities

Client agrees to:

- follow the IBM-provided procedures for contacting the IBM support desk;
- provide advance notice to IBM of any changes that could impact the Brokerage Service;
- be responsible for all trouble ticketing system interfaces. IBM will provide a suggested format for this effort; however, IBM is not responsible for the interfaces or for any development or maintenance of the interfaces;
- log Severity 1 support tickets within 24 hours of first becoming aware of such event, and provide reasonable assistance with problem diagnosis and resolution; and
- be responsible for any communication charges associated with accessing the Brokerage Service, unless IBM specifies otherwise.

11. Security

The Service follows IBM's data security and privacy principles which are available at <https://www.ibm.com/cloud/resourcecenter/content/80> and any additional terms provided in this section. Any change to IBM's data security and privacy principals will not degrade the security of the Services.

The Service will enable Client to input and manage content containing information which may be considered personal information (PI) under applicable privacy laws:

- Contact information (e.g., address, phone and cell numbers, email)
- Technical Identifiers (e.g., user IDs/login names, passwords, IP addresses)
- Usage-based identifiers (e.g., profiles about individuals, such as purchasing patterns)

This Service is not designed to any specific security requirements for regulated content, such as personal information or sensitive personal information. Client is responsible to determine if this Service meets Client's needs with regard to the type of content Client uses in connection with the Service.

12. Contract Period

The Contract Period for Phase Two will begin on the Service Ready Start Date and continue for two (2) calendar years (the "Contract Period"), unless terminated earlier in accordance with the terms of the Agreement or this SOW.

12.1 Renewal

IBM will notify Client approximately 90 days prior to the expiration of the then-current Contract Period. Unless Client provides written notice within 60 days thereafter of its intention to discontinue the Ongoing Support, the Contract Period for the Ongoing Support will automatically renew for an additional Contract

Period of the same duration at the then-current charges. Neither party will have any liability to the other for not renewing the Ongoing Support.

12.2 Termination

Client may, upon 60 days' notice to IBM, terminate the Brokerage Service at any time after 12 months from the Service Ready Start Date. Client is responsible for all charges up to the date of termination.

13. Charges

Charges are exclusive of applicable taxes, travel expenses, and shipping charges. Client is responsible for all actual and reasonable travel and living expenses, if any, incurred by IBM's personnel during the performance of the Services. IBM will inform Client in advance when such expenses will occur.

Amounts are due upon receipt of invoice and payable within 30 days of the invoice date. Client agrees to pay accordingly, including any late payment charges. Client agrees to pay by electronic funds transfer (to an account specified by IBM) or other means acceptable to IBM.

The table below is a summary of the charges for all Services, at the initial number of Virtual Servers specified, in this SOW. The charges will vary as additional Virtual Servers and services are required.

Description	Charge Metric	Charge
Phase 1 Implementation	One-time	{\$XX,000.}
Integration(s)	One-time	{\$XXX,000.}
Integration(s) – support & maintenance	Monthly	{\$XX,000.}
Broker Operations	Monthly	{\$XX,000.}
Ongoing support	Monthly	{\$XX,000.}
Total Charges		{\$XXX,000.}

13.1 Implementation

The one-time implementation charge is \$XX,000. This includes implementation services for up to XXXX initial Virtual Servers (the "Minimum"). Client will be invoiced for implementation within 30 days of contract acceptance.

13.2 Integration

NOTE TO CONTRACT PREPARER: Complete the table below. Delete the integrations not selected by your Client and be sure to fill in the pricing specific to each integration.

The one-time integration charge and monthly recurring charge for support and maintenance for each Client-selected integration (as described in this SOW) is listed in the table below.

The commencement of Client-selected integrations may begin at various times as agreed between Client and IBM. Client will be invoiced the one-time charge for each integration when that integration is completed.

Client will be invoiced monthly, in advance, on the business day closest to the first of each calendar month during the Contract period for the support and maintenance charge for each selected integration. The support and maintenance monthly charge for each selected integration will begin when that integration is completed.

Integration Type	One-time Charge	Support and Maintenance monthly recurring charge
User ID and access management (IAM)		
User interface		
Reporting		
Configuration management database (CMDB)		
Ticketing		

Service management		
Service catalog		
Billing system		
Private cloud		
Service items or BluePrints		
Private cloud adapter		
Orchestration engine		
Managed service adapter		
Solution prints		
Private network connection		

13.3 Broker Operations

If Client elects to have IBM provide the Broker Operations services as stated in this SOW, Client will be invoiced a monthly recurring charge of \$XX,000, plus an amount per Virtual Server, per month during the Contract Period for each Virtual Server above the Minimum, as shown in the table below. Client will be invoiced monthly, in advance, on the business day closest to the first of each calendar month during the Contract period.

Virtual Server Quantity	Charge per Virtual Server per Month (cumulative)
Up to 1000 Virtual Servers	included
1001 to 3000 Virtual Servers	X.00
3001 to 5000 Virtual Servers	X.x0
5001 to 7000 Virtual Servers	X.00
7001 to 9000 Virtual Servers	X.x0
9001+ Virtual Servers	X.00

13.4 Ongoing Support

Client will be invoiced a monthly recurring charge for Brokerage Services of XX,000, plus an amount per Virtual Server, per month during the Contract Period for each Virtual Server above the Minimum, as shown in the table below. Client will be invoiced monthly, in advance, on the business day closest to the first of each calendar month during the Contract Period.

Virtual Server Quantity	Charge per Virtual Server per Month (cumulative)
Up to 1000 Virtual Servers	included
1001 to 3000 Virtual Servers	\$XX.00
3001 to 5000 Virtual Servers	\$XX.00
5001 to 7000 Virtual Servers	\$XX.00
7001 to 9000 Virtual Servers	\$X.00
9001+ Virtual Servers	\$X.00

- Client may increase the number of Virtual Servers (above the Minimum) at any time. The monthly invoice will be adjusted accordingly to account for the total number of Virtual Servers. The monthly invoice will be adjusted for Virtual Servers added during the previous calendar month.
- Client may decrease the number of Virtual Servers (above the Minimum) at any time. Such decreases will become effective on the first business day of the next calendar month. If the total number of Virtual Servers goes below the Minimum, Client will still be invoiced for the Minimum as stated above.

14. Project Procedures

14.1 Project Change Control Procedure

A Project Change Request ("PCR") is used to document a change and the effect the change will have on the Services. Both parties will review the PCR and agree, in writing, to implement it, recommend it for further investigation, or reject it. IBM will specify any charges for such investigation.

14.2 Escalation Procedure

Client and IBM will meet to resolve issues relating to the Services. If it is not resolved within three (3) business days, Client's executive sponsor will meet with IBM to resolve the issue. If the conflict is resolved, the resolution will be addressed through the project change control procedure. While a conflict is being resolved, IBM will provide the Services relating to items not in dispute, to the extent practicable pending resolution of the conflict; Client agrees to timely pay invoices for any charges due.

15. Additional Terms

15.1 Cookies

Client is aware and agrees that IBM may, as part of the normal operation and support of the Services, collect personal information from Client (its employees and contractors) related to the use of the Services, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of the Services for the purpose of improving user experience and/or tailoring interactions with Client. Client confirms that it will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever IBM and its subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client's employees and contractors to access, update, correct or delete their collected personal information.

15.2 Services Output

"Output" encompasses any materials made available through the Services, including without limitation the hierarchy of such materials and methodology through which they are created.

Subject to any pre-existing third party rights, as between Client and IBM, Output is owned by, or licensed to, IBM and contains the valuable copyrighted and proprietary material of IBM or its licensors, and all rights in or to Output not granted to Client are expressly reserved by IBM and its licensors.

Client may use Output for Client's internal business and analytical purposes.

IBM agrees to provide the Services provided Client accepts this SOW, without modification, by signing in the space provided below on or before _____.

This SOW and the Agreement (or any equivalent agreement in effect between the parties) identified below, are the complete agreement regarding the Services, and supersede any course of dealing, discussions, or representations between Client and IBM.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Any reproduction of this SOW made by reliable means is considered an original. If there is a conflict between the terms of this SOW and the Agreement, the terms of the SOW will govern.

Agreed to: {Client Legal Name}	Agreed to: International Business Machines Corporation
By _____ Authorized signature	By _____ Authorized signature
Title:	Title:
Name (type or print):	Name (type or print):
Date:	Date:
Client identification number:	Agreement name /number:
Client address:	IBM address:

Once signed, please return a copy of this document to the IBM address shown above.