

Service Description

Technology Bundle

This Service Description describes the Service IBM provides to Client.

TECHNOLOGY BUNDLE IS AVAILABLE AS AN OPTION FOR CLIENTS WITH AN EXISTING OR A NEWLY ESTABLISHED MSS CONTRACT, HOWEVER, THIS OPTION CAN NOT BE ACQUIRED INDEPENDENT FROM OTHER MSS OFFERINGS. CLIENTS MAY ONLY INCLUDE TECHNOLOGY BUNDLE AS AN ADD-ON FOR OTHER MSS OFFERINGS FOR AN ADDITIONAL CHARGE AS SPECIFIED IN ORDER DOCUMENT.

1. Service

Technology Bundle provides Client with the option to have IBM provide Client with enabling software, hardware (also called "Agents") and/or third party services that are to be managed as part of the Services. The title to such Agent(s) will remain with IBM, or third party services vendor, as determined by IBM. Use of Agents and/or third party services will be provided to Client for a monthly charge, as described in the applicable Order Document. At Client's request, IBM will select and provide Client with selected Agent(s), this includes both IBM and non-IBM third party services. Client has the right to use the selected Agent(s) incorporated as part of the Services for the contract period specified in the Order Document. Such Agent(s), provided by IBM are to be managed by IBM as part of the Services for the contract period specified in the Order Document and may not be used for any other purpose during the term.

1.1 Service Activities -Technology Bundle

IBM Responsibilities

At Client's request, and for an additional charge specified in the Order Document, IBM will provide the following services where applicable. IBM will:

- a. acquire Agent(s) specified in the Order Document;
- b. facilitate system design, and selection and use of the Agent(s) and features specified under this Services Description and associated contractual documents;
- c. coordinate with vendor, to include those products provided by IBM or a third party, for the provision of support and maintenance for security technologies specified in the Order Document;
- d. provide 24/7 first and second level Agent support; and
- e. provide access to technical support via telephone or other electronic means on a 24 hours/day by 7 days/week basis.

Client Responsibilities

As part of Client's Technology Bundle order, Client will need to agree to the following responsibilities. Client agrees:

- a. that other than as specified in this Services Description, use of the Agent(s) supplied hereunder will be subject solely to the manufacturer's terms and conditions third party or otherwise;
- b. to validate the system design, and selection and use of the Agent(s) and features specified under this Services Description and associated contractual documents;
- c. to be responsible for:
 - (1) receiving and signing for the security technologies at Client's designated location. Any visible shipping damage shall be immediately reported to the shipper and IBM;
 - (2) complying with and performing any applicable tasks called out as Client's responsibilities in this Services Description;
 - (3) maintaining insurance on the Agent(s) throughout the contract period specified in the Order Document; and
 - (4) determining that the Agent(s), and the integration of such products, are in compliance with national building and installation codes and other laws and regulations, including product safety regulations; and
- d. that support and maintenance for the Agent(s) described herein will be coordinated by IBM and will not have to be obtained separately by Client;

- e. and acknowledges, Client is not permitted to physically move Agent(s) without expressed consent of IBM;
- f. to submit requests for in country physical moves of Agent(s) or services within 60 days of requested move date;
- g. physical moves of Agent(s) are subject to additional fees and local tax implications;
- h. due to regulations, cross border movement of Agent(s) or services will not be permitted; and
- i. any fix IBM makes available as part of support and maintenance is made on behalf of the security technology vendor and is licensed by security technology vendor to Client under the terms of the applicable EULA. IBM provides any such Fixes AS IS AND WITHOUT WARRANTIES OF ANY KIND from IBM.

1.2 Disposition of Technology Bundle

At the end of the contract period, or upon termination of the contract, Client agrees:

- a. to work with IBM regarding the return of the security technology Agent(s);
- b. to return all Agent(s) to a shipping location specified by IBM;
- c. to be responsible for all return shipping charges;
- d. to ensure the equipment is returned in the same condition (excepting reasonable wear and tear) as delivered to Client;
- e. to be responsible for charges incurred as a result of misuse or damage of the Agent(s); and IBM may invoice Client directly for such misuse or damage; and
- f. in the event it does not return the equipment, to be responsible for paying for the residual value of the equipment as invoiced by IBM.

2. Enable Software or Hardware

This offering includes enabling software or hardware, Client has the right to use the enabling software/and or hardware only in association with Client's use of the Service for the term. If enabling software/and or hardware is accompanied by a separate license agreement, the terms of such license agreement also apply.

2.1 End User License Agreement(s) for Technology Bundle

The Technology Bundle Service may include security technology Agent(s) from vendors other than IBM and as such, the terms set forth in the applicable End User License Agreement(s) are solely between Client and the applicable security technology vendor.

Client agrees to be bound by the terms and conditions set forth in following End User License Agreement(s) ("EULA") as they pertain to the security technology Agent(s) included as part of the Technology Bundle order. The applicable Non-IBM Product EULA(s) are available for review at: <http://www.ibm.com/services/iss/wwwcontracts>. From this security services contract documents portal, Client selects the applicable country to access the documents under the Third Party End User License Agreements section.