Statement of Work

IBM Maintenance for Non-IBM products

This Statement of Work (SOW) specifies an optional Service selected by You on the Schedule of a related IBM Service Suite (SSU). This SOW is subject to the terms of the Service Suite SOW and the agreements referenced above.

1. Scope of Work
IBM will provide You the Maintenance Services (“Services”) described in this SOW for the Non-IBM products IBM specifies (called either Eligible Machines, or Eligible Programs, or collectively called Eligible Products) on the Schedule.
IBM may engage original manufacturer or their partners for manufacturer’s support to resolve Your hardware / software problems. IBM remains responsible for resolving any issues that You may have and for providing support to You.
IBM will identify the Eligible Products, the Services that apply to them and the charges for these in a Schedule to this SOW. The Schedule will also identify the Specified Locations, if any, at which the Services will be provided.
A Specified Location may be Your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.
The terms of this SOW do not cover service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by You, removal or alteration of Machine or parts identification labels, or failure caused by a product for which IBM is not responsible.

2. Contract Period and Termination
The contract period is as stated in the Service Suite Schedule and starts at the Contract Start Date after the date of signature of the Agreement by both You and IBM.
The Services will start at the Start Date specified on the Schedule. The Services related to the Service Levels described in the section “Services Summary” will start at a date agreed upon by both You and IBM, at the time of Agreement signature. The Services will automatically renew for the initial contract term until either party terminates the Services according to the conditions specified in the ServiceSuite SOW.

3. Definitions
Availability — capacity and accessibility of an item or service to perform its function at a specified time or during an established time period, normally expressed as a ratio of availability, that is, the proportion of time in which the service is available for use by You within the agreed upon service schedule.
Call — a case, which can represent an incident, problem or other type of service request managed by IBM.
Categories (refers to items in the inventory) — characterization and division of the items of the inventory in terms of their characteristics. There shall be a set of categories, based on the items’ characteristics that shall allow classification of all items addressed in the service.
Change control — procedure used to guarantee that all changes are controlled, including sending, analysis, decision making, approval, implementation and post-implementation of a change.
Closed (referring to the status of a Call) — this is the status in which a Call is found when the solution provided is either adequate or the only one possible. This status is required to indicate that the Call has been solved correctly and the resolution process has been finalized.
Configuration Control — activities that comprise the control of changes made in the items once their configuration documentation has been formally established. This includes evaluation, coordination, approval or rejection of the changes. Implementation of the changes includes changes, deviations and withdrawals that impact the configuration.
Configuration documentation — documents that define the requirements, system design, implementation, production and verification of an item.
Conformance — is the unrestricted suitability of a machine to be used to the extent intended by the manufacturer and for the test measures described in the corresponding documentation. If the test measures yield a positive result, the machine is operationally ready. The installation or configuration of system and application software is not part of the conformance of the technical specification of the machine.

Corrective Maintenance — set of actions directed at “correcting” the anomalies (incidents or problems) that could occur, particularly the re-establishment of complete operation of items included in the scope of service, according the maintenance modality required for each one of them.

Customer — the recipient of the service.

Deliverable Materials — are type II materials.

Eligible non-IBM Machine — a Non-IBM Machine subject to the Services of this SOW as specified in the Schedule of this SOW or subsequently included in this SOW in accordance with the section Automatic Inventory Increase.

End of Life — date on which the manufacturer ceases to market a product.

End of Service Life — date on which the manufacturer ceases to provide assistance for a product.

Incident — any event that does not form part of the standard functioning of a Hardware or Software item and which causes, or could cause, an interruption of reduction in the quality of said service.

Maintenance — hardware related break & fix services, Support Services for hardware.

Microcode — the supported microcode, firmware and Basic Input Output System (BIOS) levels (not including any beta versions) for which You have a license for the Eligible IBM Machines and their internal disks and adapters.

Non-IBM product — called also MV (“multi-vendor”), Non-IBM products are all kind of products, which do not have an IBM type, Model and Serial number.

Objective SLO Criteria (Service Level Objective) — means that IBM will use commercially reasonable efforts to fulfill the stated SLO Criteria. Not fulfilling the SLO Criteria is not subject for penalties.

Off shift — hours out of Prime Shift.

On-site Response Time — the On-site Response Time, as measured by IBM, is the period of time between Your service request being registered in IBM's Call Management System and the service representative arriving at Your Eligible Machine's location.

Re-establishment — action that re-establishes the service provided by an item, although it does not definitively solve the associated case.

Response Time — IBM commits to contact You for an initial problem determination within the selected Contact Time. The Contact Time, as measured by IBM, is the period of time between Your service request being registered in IBM's Call Management System and a qualified representative contacting You as a first step of problem determination.

Schedule — list of Eligible Machines and Eligible Programs. The Schedule represents a base for service billing.

SLA Criteria (Service Level Agreement) — means that IBM will use commercially reasonable efforts to fulfill the stated SLA Criteria. Not fulfilling the SLA Criteria is subject for penalties.

Software — Operating Systems and Programs, installed in the list of Eligible Machines, for which You are licensed

Systems Services Representative (SSR) — IBM Service Personnel who will perform the service, formally known as CE

4. Hardware maintenance of non-IBM machines

IBM will provide hardware maintenance for the Eligible Non-IBM Machines as specified in the Schedule.

This Service consists of:

a. Remotely assisting You in determining whether system problems are machine or program related (problem determination);

b. Onsite and remote diagnostic and remedial maintenance service in accordance with the Type of Service specified for the Eligible non-IBM Machines in order to keep the Eligible non-IBM Machines in, or restore them to, conformance with their officially published specifications;
c. Assisting You in establishing and implementing electronic support facilities such as Service Agent.

IBM retains ownership of all such monitoring programs, which endeavor to:

d. Detect and analyze permanent errors;
e. Correlate temporary errors; and
f. Identify and report media problems.

You are licensed to run such programs as required by IBM solely to enable IBM to provide the Services herein. The services of support specialists from IBM manufacturing, engineering, and development locations as deemed necessary by IBM.

Prior to providing services, an Eligible Non-IBM Machine must be in good working order to qualify for the Service (please refer to Your local IBM Sales representative for guidance on IBM standards). Eligible Non-IBM Machines must meet IBM’s safety and serviceability requirements and IBM may perform an inspection before accepting a Non-IBM machine for maintenance services. If it is not in an acceptable condition, You will have to restore it to good working order, which IBM may perform for a charge.

IBM will not accept for maintenance service (if applicable) Eligible Non-IBM Machines which are defaced, modified, or damaged beyond repair.

IBM may remove from this SOW an Eligible Non-IBM Machine when it is End of Service.

IBM's arrangements for Services described herein may include the use of subcontractors e.g. back-back agreements.

4.1 Service exclusion for Maintenance on Non-IBM machines

This Service does not cover:

a. Eligible Non-IBM Machine installation and engineering change activity unless otherwise specified;
b. Correction of date related errors. IBM will make the final determination of whether a date related error is the source of the problem;
c. Service of microcode, patches, hot fixes, firmware or programs
d. Service of features, parts, or devices not supplied by either
e. the Eligible Non-IBM Machine's original manufacturer or IBM; or
f. IBM during the performance of this Service;
g. Service for accessories, supply items, and certain parts, such as batteries, frames, and covers;
h. Service of an Eligible Non-IBM Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by You;
i. Service of an Eligible Non-IBM Machine with removed or altered Machine or parts identification labels;
j. Failures caused by a product for which IBM is not the service provider
k. Failures caused by Eligible Non-IBM Machine alterations.
l. Failures caused when You freeze the system caused by wrong procedures on Hardware manipulations by yourself and when simultaneous failure of several critical components occurs.
m. The password to unlock the system will have to be requested by You from the manufacturer, this service will be subject to a substantial fee, which has to be paid by the You.

Upon three months written notice, IBM may terminate coverage for an Eligible Product or withdraw a Service or Service Option due to lack of availability of repair parts and or support documentation, necessary program information and or program fixes in accordance with the vendor policy.

5. Services Summary

5.1 Available Service Levels

The Service Levels are described as a combination of Service Delivery Method, Response Time and Hours and Days of Cover making a Service Level Code (SLC). Availability of Service Levels may vary by country and/or contract. A list of available Service Levels can be found at the following IBM internet address: http://www-5.ibm.com/services/europe/maintenance/service-level-reference.html
5.2 Exclusions
The claims of service do not apply to failure on a machine outside the Schedule or due to any, but not be limited to either of the conditions detailed in the Committed services SOW and the additional conditions listed below:

a. failure due to Your non-compliance with the obligations or materials signed in this SOW;
b. failure or periods of downtime caused by third parties;
c. failures caused by products for which IBM is not responsible under this SOW.
d. failure caused by software for which IBM is not responsible under this SOW.

6. The SLC MASTER LIST
Please note that not all Service Levels are activated and you should refer to your local IBM contact for Maintenance Offerings to verify the validity of a Service Level in a specific contract if not listed. For Service Level Description please refer to the HW Maintenance Operational Guide for your country, available at the following internet address: http://www-5.ibm.com/services/europe/maintenance/

7. Optional Software Support for Non-IBM Software
IBM will remotely assist You with the operation within Your system environment (Software Support).

For Non-IBM Support Line Eligible Programs specified in the Schedule and for which You are licensed, IBM will provide during the Contract Period the following:

a. answers to basic, short duration installation, usage, and configuration questions; and
b. answers to questions regarding their publications;
c. answers to code-related problem questions

d. diagnostic information review to assist in isolation of a problem cause (for example, assistance interpreting traces and dumps for installation and code related problems); and

e. for known errors, available corrective service information and program fixes which You are entitled to receive under the terms of Your Non-IBM license.

When You report a failure with a Non-IBM Eligible Program, IBM will assist You to isolate the problem cause and provide You recovery information, if available, from the vendor. IBM will provide corrective service information and program fixes, if available and IBM is authorized to provide You, for known errors. If a new (unknown) error is identified, IBM will report it to the appropriate vendor and notify You of IBM's actions. At this point IBM support shall be fulfilled. Resolution of these problems is the responsibility of the vendor.

7.1 Software - how to support for Non-IBM Software
 Upon mutual agreement IBM will debug hardware or OS related cases. If it is caused by Non-IBM product, IBM will debug the source of the problem and verify if an existing software patch can fix the incident. If an existing software patch can fix the incident, IBM will inform You and assist You in fixing the incident by utilizing the patch from your licensed back-up of the specific failing unit. This back-up should have been created by You before all previous vendor contracts expired.

It is Your sole obligation to secure the rights about such code access (including, where required, through a support or other agreement from a third party) and, where applicable, to secure the right to allow IBM to install the Code on Your behalf.

If the incident is an unknown bug and requires a completely new patch, IBM can utilize either of the following approaches

a. Either request You to contact the original manufacturer and request a new patch; or
b. IBM can contact the original manufacturer on Your behalf and request a new patch. This authorization from You to IBM must be provided prior to contract signature.

With either approaches, IBM cannot take responsibility for the SLAs from original manufacturer as those SLAs are determined by the contract from original manufacturer.

7.2 Special conditions of Incident and Problem management in SW environment - Reestablishment time for Linux, Windows, VMware
Due to nature of SW failures you recognize that IBM may only provide a workaround (provisional temporary solution) in order to minimize the impact of the failure until its final resolution is developed.
Successful application of workaround is considered as Resolution of incident in terms of SLA (as per section 5.3 SLC Master List of this SOW.

You are obliged to accept certain types of workarounds e.g. downgrade OS system, SW reconfiguration as well as to provide necessary resources, cooperation and activities – please find precise specification in the appendix "Service Level References available" on the following web page: www-05.ibm.com/services/europe/maintenance/

7.3 Software specific disclaimer:
If You report a problem in relation to Eligible Non-IBM Programs, IBM will provide support with isolation of the cause of the problem and will obtain recovery information, if available, from the manufacturer.

IBM will provide corrective service and program fixes, if: Available and IBM is authorized to provide them to You for known problems; provided they do not concern Open Source software. For known problems that concern Open source software and for which IBM discovers that problem or program fixes are available on the Internet, IBM will inform You of the corresponding URL links. It will be Your responsibility to independently procure or download any problem or program fixes.

If a new (previously unknown) problem is discovered, IBM will report it to the respective vendor and will inform You about the measures taken. The support Services of IBM will thus be considered to have been provided. The program vendor will be responsible for the resolution of such problems.

IBM will inform You of the corresponding URL link in the event that the vendor provides a problem or program fix for such a new problem on the Internet.

IBM will under no circumstances be obliged to develop problem or program fixes for problems that concern Open Source software, to make them available to You or to integrate them in the corresponding Open source software. Should IBM discover that a problem or program fix, or the Open Source software into which this problem or program fix is to be integrated, violates or could violate third-party rights, it will be at the discretion of IBM to inform You of this. In this case, IBM will not be obliged to inform You about whether or not rights have been violated or to provide further information such as URL links to problem or program fixes on the Internet with regard to such Open Source software.

7.4 Service exclusion for Software Maintenance
The Service does not include assistance for
a. the design and development of applications;
b. Your use of Programs in other than their specified operating environment; or
c. failures caused by products for which IBM is not responsible under this SOW.

8. Your responsibilities
You agree to:

a. promptly upon Your signature of this SOW, provide IBM with an inventory in which You identify all Eligible Machines to be covered at each Specified Location. You also agree to identify all Eligible Machines for which IBM is to provide warranty service.

b. notify IBM through the agreed Change Management Process of any changes at Your Specified Locations to Your program and machine inventory and processing capacity, which is within the scope of this SOW, within one month after the change occurs. Such changes may cause a revision of Your charges for the Service;

c. notify IBM whenever You wish to add Eligible non-IBM Products to an existing Specified Location or set up new Specified Locations; IBM will inform You of the relative additional charge. Both parties will sign an updated version of the Schedule;

d. ensure that any access codes IBM provides to You are used only by Your authorized personnel;

e. provide IBM with information that IBM requests which is related to IBM’s provision of the Services to You and notify IBM of any changes;

f. use any electronic diagnostic and service delivery facilities IBM provides to You only in support of Eligible Machines identified in the Schedule to this SOW;

g. have an electronic connection capable of sending the data report to IBM and permit it to do so in order to allow the effective use of the service tools referred to above. Otherwise, IBM will be released from its obligation to deliver remote Services;
h. provide IBM with appropriate remote access to Your Eligible Machines and Eligible Programs via modem, the Internet or other IBM approved connectivity mode for the provision of remote Services such as problem diagnosis and correction. You are responsible for supplying the modem and telephone lines required at Your facility and for providing IBM with access to Your Eligible Machines and Eligible Programs. Failure to deliver remote access to Your Eligible Machines and Eligible Programs may delay the problem resolution time;

i. be responsible for adequately protecting Your Eligible Machines and data contained therein whenever IBM accesses them;

j. be responsible for the security of Your information and for maintaining procedures for the reconstruction of lost or altered files, data and programs;

k. pay any communications charges associated with Your accessing of the Services unless IBM specifies otherwise;

l. In the case of Non-IBM machines, where warranty claims against the manufacturer still apply, IBM will assert these claims on Your behalf. You will authorize IBM to do this by signing this SOW;

m. submit service requests in accordance with the procedures that IBM has provided;

n. provide a suitable workspace with telephone access for IBM Service Specialists when working at Your locations, and provide access to the reported failing Eligible Machines;

o. designate technically qualified representative (Primary Technical Contact), as of the effective date of this SOW, who must have sufficient knowledge of Your supported environment to enable effective communication with IBM and who must ensure resolution of any issues related to Your organization, likely to inhibit IBM's capability to perform the Eligible Service;

p. use the information obtained by this SOW only for the support of the information processing requirements within Your Enterprise;

q. provide IBM personnel visiting Your locations in order to provide the Eligible Service, with the applicable fire, safety and security procedures;

r. provide IBM with all relevant and available diagnostic information (including product or system information) pertaining to problems with Eligible Machines and Programs for which You request assistance;

s. be responsible for the installation of microcode, firmware and fixes which IBM recommends to You; and

t. download and provide for diagnostic purposes patches, hot-fixes, firmware or micro-codes from origin manufacturer (it is recommended to download them before the expiration of the manufacturer's contract);

u. upgrade Your Eligible Products to the latest software level or version at each Specified Location, if required by IBM in order to correct an identified Eligible Program problem;

v. provide IBM technicians with an appropriate working environment in line with;

1. applicable national occupational safety and health standards,

2. IBM safety rules and

3. Electrostatic Discharges protection.

w. IBM reserves the right not to perform the Services in premises IBM considers not to be appropriate in respect of safety and Electrostatic Discharge protection;

x. agree that IBM may process the business contact information of Your employees and contractors and information about You as a legal entity (contact information) in connection with IBM Products and Services or in furtherance of IBM's business relationship with You. This contact information can be stored, disclosed internally and processed by International Business Machines Corporation and its subsidiaries, Business Partners and subcontractors wherever they do business, solely for the purpose described above provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, You have notified and obtained the consent of the individuals whose contact information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their contact information to IBM who will then comply with those requests;

y. be responsible as sole Data Controller for complying with all applicable data protection or similar laws such as EU Directive 95/46/EC and laws implementing that Directive that regulate the Processing of any Personal Data and special categories of data that are provided by or through
You to IBM as such terms are defined in that Directive. You are solely responsible for determining the purposes and means of processing Customer Personal Data by IBM under this SOW and the Agreement, including that such processing according to Your instructions will not place IBM in breach of applicable data protection laws. Prior to processing, You will inform IBM about any special categories of data contained within Customer Personal Data and any restrictions or special requirements in the processing of such special categories of data, including any cross border transfer restrictions. You are responsible for ensuring that the Services as described in this SOW and the Agreement meet such restrictions or special requirements. IBM will follow Your reasonable data processing instructions and only process Customer Personal Data in a manner which is reasonably necessary to provide the Services and only for that purpose. IBM will apply the security measures as set forth in this SOW and the Agreement or as notified to IBM in writing in advance. You are responsible for determining that these measures provide an appropriate level of protection. On termination or expiry of this SOW or the Agreement, IBM will destroy or return to You all Customer Personal Data. If You or a Customer Data Controller is required by applicable data protection laws to provide information about or access to Customer Personal Data to an individual or to the relevant authority, IBM will reasonably cooperate with You in providing such information or access; and

z. agree that when IBM reasonably determines it is useful in its provision of the Services, IBM may transfer Your data, including Personal Data, across a country border, to the entities and countries listed in this SOW or the Agreement or previously notified to You. Such transfer may be made to a country outside the European Economic Area (EEA) or to a country that has not been declared by the European Commission to provide an adequate level of data protection (a “Third Country”) provided that You have had an opportunity to obtain any mandatory approvals. IBM shall reasonably cooperate with You to meet its legal requirements, including mandatory legal approvals. On this basis You consent to the Services being provided by these entities in these countries and is solely responsible for determining that any transfer of Your data, including Personal Data, across a country border under this SOW and the Agreement complies with the applicable data protection laws. If a transfer is to a Third Country, IBM collaboration may include the execution of one or more processing agreements that contain the EU standard contractual clauses for the transfer of personal data to data processors established in third countries in accordance with Decision 2010/87/EU or any European Commission approved replacement (a “Transfer Agreement”). IBM or IBM affiliates would be a Data Importer and You or Your affiliates would be a Data Exporter as defined in a Transfer Agreement. Any disputes or liability arising from any Transfer Agreement, even if executed by affiliates of parties to this SOW and the Agreement, will be treated as if the dispute or liability arose between those parties under the terms of this SOW and the Agreement.

9. **Mutual responsibilities**

If at any time either party requests a review of the machine and program inventory, each party will cooperate in updating the last formal inventory. This cooperation will be limited to the exchange and consolidations of the inventory files.

10. **IBM Toll free Number**

For Services to be provided remotely, please contact IBM using the following Toll free number in Your Country: +48 0 800 666 999

11. **Oracle (SUN) products**

IBM is not permitted and does not download Microcode, Patches, Hot Fixes and Updates for the Customer. Also Customer cannot download Patches without a Oracle Premier Support Bronze SW contract. It is strongly recommended that Customer downloads all necessary patches before their Contract with Oracle (Sun) expires. If IBM diagnoses a problem requiring a patch before that moment, Customer will have to download it immediately.

In general, the high-performance computers and storage systems from Oracle (Sun) have a high level of data protection. Any changes made to the hardware, that do not fully comply with procedures and processes in manuals for Oracle (Sun) machine and simultaneous failure of several components, can cause a system crash or lock to protect data. (Emergency Power down System, Lock machine, Lock storage) This System Lock down will ensure that the data is protected. This system can only be unlocked with a password from the System manufacturer (Oracle (Sun) as OEM). The password to
unlock the system will have to be requested by the Customer from the Manufacturer e.g. Oracle (Sun) and this service will be subject to a substantial fee, which has to be paid by the Customer.

It is essential to avoid any blocking or freezing of system and all hardware changes by client must be strictly communicated with IBM before it takes place.

Only accurate following of the procedures and processes in the manuals from Oracle (Sun) will prevent such terminations. IBM is not responsible for any errors or damage caused by the customer following such processes and procedures IBM does not replace batteries for manufacturer equipment.

12. Hewlett-Packard (“HP”) products
12.1 HP SAN Switches
IBM cannot download Patches for the Customer. It is strongly recommended that the Customer downloads all available patches before their Contract with Hewlett-Packard expires. If IBM diagnoses a problem at this point that requires a patch the Customer will have to download it. To download a new Patch it is essential that the Customer has basic SW support Contract with HP.

12.2 HP Unix Server and Storage
IBM is not allowed and does not download Microcode, Patches, Hot Fixes and Updates for the Customer. It is strongly recommended that Customer downloads all necessary patches before their Contract with Hewlett-Packard expires. If IBM diagnoses a problem requiring a patch before that moment, Customer will have to download it immediately.

The following Disclaimer is relevant to all HP Servers and Storage, but is particularly relevant to HP XP series, HP x86 Server and Storage devices.

12.3 Disclaimer of Liability
In general, the high-performance computers and storage systems from Hewlett-Packard have a high level of data protection. Any changes made to the hardware, that do not fully comply with procedures and processes in manuals for Hewlett-Packard machine and simultaneous failure of several components can cause a system crash or lock to protect the data. (Emergency Power down System, Lock machine, Lock storage) This System Lock down will ensure, the data is protected. This system can only be unlocked with a password from the System manufacturer (Hewlett-Packard as OEM). The password to unlock the system will have to be requested by the Customer from the Manufacturer e.g. Hewlett-Packard and this service will be subject to a substantial fee, which has to be paid by the Customer.

The terms of this SOW do not cover unlocking of a Machine caused by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by You, removal or alteration of Machine or parts identification labels, or failure caused by a product for which IBM is not responsible or errors in following or preparing HP processes and procedures
IBM does not replace batteries for HP equipment.

13. DELL specifics
13.1 DELL x86 Server and Storage devices
IBM is not allowed and does not download Microcode, Patches, Hot Fixes and Updates for the Customer. It is strongly recommended that Customer downloads all necessary patches before their Contract with Dell expires. If IBM diagnoses a problem requiring a patch before that moment, Customer will have to download it immediately.

The following Disclaimer is relevant to all Dell Servers and Storage, but is particularly relevant to Dell x86 Server and Storage devices.

13.2 Disclaimer of Liability
In general, the high-performance computers and storage systems from Dell have a high level of data protection. Any changes made to the hardware, that do not fully comply with procedures and processes in manuals for Dell machine and simultaneous failure of several components can cause a system crash or lock to protect the data. (Emergency Power down System, Lock machine, Lock storage) This System Lock down will ensure, the data is protected. This system can only be unlocked with a password from the System manufacturer (Dell as OEM). The password to unlock the system will have to be requested by the Customer from the Manufacturer e.g. Dell and this service will be subject to a substantial fee, which has to be paid by the Customer.
The terms of this SOW do not cover unlocking of a Machine caused by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by You, removal or alteration of Machine or parts identification labels, or failure caused by a product for which IBM is not responsible or errors in following or preparing Dell processes and procedures.
IBM does not replace batteries for Dell equipment.

14. EMC

IBM is not allowed and does not download Microcode, Patches, Hot Fixes and Updates for the Customer. Also Customer cannot download Patches without a Bronze SW contract. It is strongly recommended that Customer downloads all necessary patches before their Contract with EMC expires. If IBM diagnoses a problem requiring a patch before that moment, Customer will have to download it immediately.

In general, the high-performance computers and storage systems from EMC have a high level of data protection. Any changes made to the hardware, that do not fully comply with procedures and processes in manuals for EMC machine and simultaneous failure of several components, can cause a system crash or lock to protect data. (Emergency Power down System, Lock machine, Lock storage) This System Lock down will ensure, the data is protected. This system can only be unlocked with a password from the System manufacturer (EMC as OEM). The password to unlock the system will have to be requested by the Customer from the Manufacturer e.g. EMC and this service will be subject to a substantial fee, which has to be paid by the Customer. The terms of this SOW do not cover unlocking of a Machine caused by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by You, removal or alteration of Machine or parts identification labels, or failure caused by a product for which IBM is not responsible or errors in following or preparing EMC processes and procedures.
IBM does not replace batteries for manufacturer equipment.