



Statement of Work for **IBM Managed Resiliency Services** **(Infrastructure layer)**



Submitted to : Polymedicure Ltd

Date : 30th Jan 2017

Valid Through : 30 days

DHISA/DC-8/N/2009

Contents

1	Parties and Scope of Work	1
2	IBM Services	2
2.1	Design and Planning Services	2
2.2	Data Center Hosting Services	2
2.3	Infrastructure Provisioning at DR, Mumbai	3
2.4	Infrastructure Provisioning at DC, Noida	3
2.5	Initial Build and Data Restore	3
2.6	Replication Solution Provisioning	4
2.7	DR Documentation	4
2.8	DR Drills	5
2.9	Data Center Management Service	6
2.10	Service Management	10
2.11	Project Management	13
3	Exclusions	14
4	Customer Responsibilities	16
5	Project Completion Criteria	20
6	Service Level Agreement	21
6.1	Definitions	21
6.2	Service Levels	23
6.3	SLA Measurement and Reporting	24
6.4	SLA Dependencies and Assumption	25
7	Project Timelines	27
8	Pricing and Payment Terms	29
8.1	Pricing	29
8.2	Payment Milestones	29
8.3	Payment Terms	29
9	Terms and Conditions	30
10	Signature Acceptance	33
	SCHEDULES TO STATEMENT OF WORK	34
Schedule A	Solution Baselines	35
A.1	Introduction	35
A.2	Current Infrastructure Environment	35
A.3	Hardware Infrastructure and Hosting	35
A.4	Proposed DR Site environment	38
A.5	Managed Services	39
A.6	Location of IBM Managed Data Centre	41
A.7	First Time Build and Data Transfer Baselines	41
A.8	IT Asset Physical hardware Inventory Frequency	42
A.9	Attachment 1 – Infrastructure Sizing considerations	42
A.10	Minimum Security Policy	42
Schedule B	Procedures	44
B.1	Project Change Control Procedure	44
B.2	Deliverable Material Acceptance Procedure	46
B.3	Escalation Procedure	47

Draft

1 Parties and Scope of Work

This Statement of Work (SoW) describes the work to be undertaken by IBM India Private Ltd. ("IBM"), under the terms and conditions of the IBM End Customer Agreement ("Agreement") between Airflex and Redington ("BP") and IBM. The Services to be provided by IBM are described within this SOW towards the BP's End User Polymedicure. Ltd. ("End Customer"/ "End User"). and the deliverables to be provided by IBM to the End User and BP responsibilities to be provided in accordance with the terms of this SOW..

Polymedicure has been proposed DR services of SAP infrastructure from IBM Mumbai DC. Customer also want to collocate its SAP infrastructure from its Faridabad DC to IBM partnered Nextra DC in Noida.

IBM will provide the following services ("Services") to Customer under this SoW:

Data centre hosting services

- Infrastructure provisioning at DR
- Infrastructure provisioning at DC
- First time build and data transfer
- Replication – Solution provisioning
- DR procedure document
- DR Drills
- Monitoring and management services
- Project Management

This SoW includes the following schedules:

- Schedule A Solution Baselines
- Schedule B Bill of Material
- Schedule C Procedures
- Schedule D Sample Project Completion Certificate

To the extent there is any contradiction, inconsistency or ambiguity between the terms of this SoW and the Agreement, this SoW will govern. Any purchase order or service orders issued subsequent to acceptance of the SoW shall be for administrative purposes only and any additional or conflicting terms in such purchase order or service orders shall be void.

This SoW read along with the Agreement is the complete and exclusive agreement between the Parties regarding the subject matter of this SoW, and replaces any prior oral or written communications, representations, understandings, or agreements between the Parties with respect to the subject matter of this SoW (including but not limited to any purchase orders issued pursuant hereto).

Any purchase order or service orders issued subsequent to acceptance of the SoW shall be for administrative purposes only and any additional or conflicting terms in such purchase order or service orders shall be void

This SoW shall be effective from the date of execution of the SoW and will be valid for an aggregate period of be [number of years] years including the transition period of 5 weeks (hereinafter referred to as "SoW Term") from the power-on of hardware infrastructure mentioned under Schedule A - .

2 IBM Services

2.1 Design and Planning Services

The objective of this work item is to provide draft design information for agreed scope of work and. initiate planning

Activities

IBM will conduct kick off call and carry out the following activities:

- Introduce the Project Manager/Project co-ordinator/IBM Technical Lead/Project Team as applicable
- Provide Project Governance details
- Provide High level Project Plan and Key Implementation Phases
- Discuss IP Schema details and capture inputs from customer
- Provide Equipment Delivery Schedule
- Provide DR Documentation consulting approach. If applicable
- Provide project plan and state help/Inputs required from customer
- Document the Low level design (LLD) based on the input received from customer as applicable and mutually sign off the LLD before implementation.

Deliverables

- Copy of Project Kick-off presentation containing above information.
- LLD as applicable

Completion Criteria

- This activity will be deemed as completed when deliverables mentioned above are submitted to Customer's Project Manager.

2.2 Data Center Hosting Services

Activities

- Provide data centre hosting services including space, power, and physical environment management compliant to Tier-3 standards as per the baselines.
- *The data center hosting services set out in this SOW may be provided by IBM from either an IBM data center or a data center of IBM's business partner or subcontractor.*
- Facilitate the movement of servers and other equipment into the DC
- Provide the physical security for the IT infrastructure and various access controls commonly available for the entire data centre to the hosted equipment as per the policies of the partnered Data centre /IBM data centre as applicable .
- Provide infrastructure facilities of requisite power and precision air conditioning
- Facilitate data and power cabling in racks during installation phase of the hosting-setup
- Assist the Customer for power on/off operations of hosted devices as and when required during trouble shooting time upon approvals from the Customer/IBM delivery team.
- Provide hands and feet support to customer /IBM delivery team in case of any help requested during the support window

Deliverables

- Monthly Data centre status report
- Data centre monthly visitor report

Completion Criteria

- Ongoing activity throughout the duration of the contract

2.3 Infrastructure Provisioning at DR, Mumbai

Activities

- Provide IT infrastructure as set out in Schedule A - on managed services model
- Install equipment in racks and power on the equipment in the data centre
- Implement and configure the IBM supplied equipment covered under this sow.
- Carry out basic implementation of firewall based on customer security policy as agreed during implementation.
- Install OS upon /approval from Customer
- Implement the backup hardware as given in Schedule A - Solution Baselines if applicable

Deliverables

- Installation report

Completion Criteria

- This task is considered complete when a copy of the Installation Report is handed over to the Customer's Project Manager/SPOC.

2.4 Infrastructure Provisioning at DC, Noida

Activities

- Provide data center services on managed services model
- Install equipment in racks.
- Power on the equipment in the data centre
- Implement and configure the IBM supplied equipment covered under this sow.
- Co-ordinate firewall hardware delivery and carry out basic implementation of firewall based on customer security policy as agreed during implementation.

Deliverables

- Installation report

Completion Criteria

- This task is considered complete when a copy of the Installation Report is handed over to the Customer's Project Manager/SPOC.

2.5 Initial Build and Data Restore

This section lists the activities to be performed by IBM, the deliverables to be provided, and the completion criteria relating to Initial build and data restore NOTE TO SOW PREPARER: Please modify this section based on the solution offered.

Activities

Area	Activities
Build the Server and Storage at DR site	▪ AIX – Perform initial build of AIX servers at DR site by restoring the “mksysb” operating system backup image taken from servers at Primary site – Post initial build, apply any configuration changes or fixes to operating system which are necessary to complete DR set up at DR site ▪ Physical servers (Windows) – Perform fresh installation of the physical servers (Windows) at DR site – Post initial build, apply any configuration changes or fixes to operating system which are necessary to complete set up ▪ Storage – Install the Storage at DR site as per the configuration details shared by Customer – Post initial build, manually apply any configuration changes to storage at DR site

Completion Criteria

- Support for transfer of Initial data from PRIMARY to DR Site

2.6 Replication Solution Provisioning

Activities

- Implement the DR replication solution
- Configure the solution for replication
- Enable replication between production and DR
- Help Customer verify data consistency

Deliverables

- Replication implementation report

Completion Criteria

- Successful data replication from PRIMARY to DR and delivery of replication solution implementation report to Customer's Project Manager

2.7 DR Documentation

Activities

IBM will prepare a DR Plan Document for the applications in DR scope consisting of the following information based on inputs /DR Policy received from Customer as per the RACI matrix agreed during DR implementation/Drill

- DR definition, Disaster declaration criteria
- DR processes, , damage assessment check lists
- PRIMARY-DR architecture at Production and DR sites

- WAN and network architecture
- Define roles and responsibilities of Disaster Recovery Team
- Key contact details of all stake holders during a DR situation (Customer team/vendors/etc.).
- Details of disaster scenarios considered for Customer
- List of Applications in DR scope
- RTO and RPO of in-scope applications as provided by customer if applicable.
- Information on DR Drills and types of tests etc.
- DR activity run book
- Application wise recovery priority table,
- DR Exercise levels. (Table top, Mock DR Test & Limited Transaction DR Drill)

The DR Plan Document will be updated to reflect the experience and lessons learnt during the DR drill activity as detailed in Section 2.8 - DR Drills. – DR Plan is a onetime Deliverable. Regular updating of DR Plan is a Client Responsibility.

Deliverables

- IT DR Plan Document

Completion Criteria

- Delivery of IT Disaster Recovery Plan document to the Customer's Project Manager/SPOC.

2.8 DR Drills

Activities

As a standard IBM would require to perform Mock DR testing before performing the first full-fledged DR Drill.

DR drill can be conducted in either of the following manners:

- Table-top exercise
- Mock DR Drill
- Full-fledged Limited & live Transaction DR Drill (Pre-identified location & business users DR Drill) .Full-fledged DR Drill to be performed for all applications in one Drill. Application wise DR Drill split is not applicable.
- IBM will support the Customer to perform switchover and switchback activities as per defined scope and as per the DR drill frequency defined in Schedule A - Solution Baselines

Deliverables

- Full-fledged DR Drill Report

Completion Criteria

- Submission of DR Drill Report to Customer Project Manager

2.9 Data Center Management Service

This section lists the activities to be performed by IBM, the deliverables to be provided, and the completion criteria for Data Centre Services under this SoW.

2.9.1 Server Management

Activities

Area	Activities
Monitoring	▪ Perform monitoring of all the servers in scope as per the Schedule A- Service Baselines, in the Customer's data centre, for the following parameters by polling the servers at pre-defined intervals. – Availability of the server – File System / Partition Utilization as applicable – Memory utilization. – Processor utilization. ▪ Monitor critical services related to operating systems ▪ Log tickets in the helpdesk tool for valid alerts.
Server Administration	▪ Create, modify and delete user groups, users and user properties ▪ Create, modify and delete network shares ▪ Assign user access rights as per policies defined and agreed upon with the Customer ▪ Assign space usage restrictions ▪ Configure and maintain print servers and print queues ▪ Maintain and administer DNS, DHCP, NFS, NIS, DFS roots, and group policy ▪ Restore server operating system in the event of a crash using backup tools as provided by customer or proposed as part of solution ▪ Resolve server problems like system hang, hard disk crash, with OEM support wherever required ▪ Create new file systems and correct file system inconsistencies as and when required. ▪ Configure the print servers ▪ Perform periodic system performance tuning as per Customer's policy ▪ Perform periodic schedule maintenance activity
	▪

Deliverables /Customer Materials

IBM will deliver the following reports on 7th Business day of the month:

- Monthly device availability report
- Monthly device performance report - CPU, Memory
- Monthly server incident/problem and change report

Completion Criteria

- Ongoing activity throughout the SoW Term

2.9.2 Storage Management

Activities

Area	Activities
Monitoring	Monitoring of the SAN/NAS devices for availability as per the service window agreed in this SOW.
Storage Administration Tasks	- Perform storage user administration - Perform disc quota and rights or permission administration - Configure port setting and port zoning - Coordinate with the hardware vendor for addition, deletion or modification of RAID configuration - Add, delete and modify LUN configuration - Perform physical disk management - configure, and manage storage and SAN switches - Perform incident based troubleshooting - Create and map Logical Unit Numbers (LUN) and volumes to different servers based on the inputs provided by the Customer - Manage disk space on LUN. - Configure and allocate the required storage capacity based on inputs provided by Customer

Deliverables

IBM will deliver the following reports on every 7th business day of the month:

- Device availability report
- Monthly storage incident/problem and change report
- Monthly Storage volume usage report
- Quarterly capacity planning inputs for disc and volumes as per customer requirement using the customer provided OEM Tool

Completion Criteria

- Ongoing activity throughout the SoW. Term

2.9.3 Network Management

Activities

Area	Activities
Monitoring	- Perform Monitoring of the critical parameters of the network as per the service window agreed in this SOW. such as: - Device availability - Link uptime where applicable - Bandwidth utilization of links where applicable - CPU utilization of routers and switches - Packet drops where applicable. - Loop back status - Interface status
Network Management	Maintain documentation in line with the network solution implemented

Area	Activities
	▪ Maintain connectivity maps of the LAN/WAN environment detailing the connectivity and type of communication medium deployed ▪ Record changes in the documents maintained on-site ▪ Maintain location wise details of all leased, ISDN and other circuits ▪ Monitor, manage and control configuration aspects like IP address, subnet mask ▪ Maintain configuration details and files of all routers in the network ▪ Maintain a repository of the IOS images standardized for the LAN/WAN environment ▪ Perform backup of configuration files periodically or as and when changes are effected ▪ Perform periodic usage and bandwidth analysis and recommend to Customer any upgrades or consolidation required. ▪ Monitor existing IOS and patches installed, and manage new IOS upgrades provided by Customer
Network Administration	▪ Re-configure, rebuild network devices during crash recovery or configuration changes. ▪ Monitor existing IOS and patches installed and manage new IOS upgrades ▪ Store and document configuration and change details ▪ Configure and manage access list ▪ Based on Customer's IT security policy provided during transition, the following would be implemented during transition: – Configure authentication protocols that are available in Cisco IOS (like AAA) – Configure user authentication through TACACS/RADIUS servers or locally. – Implement user access privileges – Implement encrypted password management mechanisms on all supported devices – Maintain and administer network elements and devices on the NMS – Configure VLANs – Implement VPN tunnels, if applicable – Configure VLAN Trunking Protocol or Spanning Tree Protocol or both for a manageable switch if applicable – Configure Hot Standby Router Protocol (HSRP) if applicable – Configure Inter-VLAN routing or multilayer switching if applicable ▪ Configure and maintain SNMP parameters ▪ Configure NAT and other routing protocols such as RIP, OSPF and EIGRP if applicable ▪ Perform administration for network authentication servers,

Area	Activities
Link Management Services	▪ Log calls with service provider in case of failure of networking

	links which are connected to devices under the scope of monitoring & management. - Coordinate with respective service providers across the country to resolve the complaint following customer provided escalation matrix. - Update Customer's IT team on the progress of the incident
--	--

Deliverables

IBM will deliver the following reports on every 7th Business day of the month:

- Monthly device, link and element incident report

Completion Criteria

- Ongoing activity throughout the SoW Term

2.9.4 IT Firewall Device Management

Activities

Area	Activities
Monitoring	Availability monitoring for IT firewall devices as per schedule A Service Baselines
IT firewall Device Management	- Perform OS or firmware upgrade in firewall devices - Provide administration for firewall - Perform administration and maintenance of firewall components, /devices - Manage access policies on all components and services and carry out changes to these policies as per Customer's request. - Manage and document policy or rule exceptions as and when they occur, with approval from the customer team. - Perform basic trend analysis using customer provided tools, on the gathered logs and report the same to Customer. - Perform periodic firewall rules reporting.

Deliverables

IBM will deliver the following reports on every 7th Business day of the month:

- Monthly incident report **Completion Criteria**
- Ongoing activity throughout the SoW Term

2.9.5 Virtual Server Infrastructure Services

Activities

Area	Activities
Monitoring	- Monitoring Virtualization Host servers for availability. - Monitoring Virtual Machines hosted on the Virtualization host as listed in schedule A-Service Baselines for availability. - Monitoring of performance metrics like CPU, Memory of Virtualization host server.
VM Management	- Creating, modifying, deleting VM - CPU & Memory resource allocation to VM

Area	Activities
	▪ Troubleshooting issues with Virtualization Host servers & VM. ▪ Migration of VM from one host to another. ▪ Data store migration ▪ Template creation & cloning of VMs ▪ Hardware /Virtualization OEM Vendor co-ordination ▪ VM performance tuning ▪ Virtualization Host patch management ▪ P2V -Physical to VM conversion ▪ VM Snapshot management

Deliverables

IBM will deliver the following reports on every 7th Business day of the month:

- Monthly device and availability report
- Monthly device and performance report - CPU and Memory
- Monthly server incident/problem and change report

Completion Criteria

- Ongoing activity throughout the SoW Term

2.10 Service Management

This section lists the activities to be performed by IBM, the deliverables to be provided, and the completion criteria relating to Service Management under this SoW.

Activities

Area	Activities
Incident and Problem Management	▪ Follow Incident Management process as per ITIL standards for resolving incidents within agreed TAT ▪ Notify designated customer personnel for Sev1 & Sev2 incidents with real time status of the incident resolution ▪ Ensure correct classification of incidents through sample audits, awareness sessions etc. ▪ Perform Trend analysis of all incidents to identify recurring incidents. ▪ Initiate Problem Ticket for Sev1 incidents and for recurring incidents ▪ Drive RCA for all Sev1 & recurring incidents as per the agreed TAT ▪ Drive closure of Corrective & Preventive Actions identified in the RCA.
Change Management	▪ Enforce Change Management process and policies for any proposed change within IBM scope ▪ Review all RFCs to ensure prescribed process is followed and necessary artefacts are submitted along with the request ▪ Chair Change Advisory Board meetings fortnightly with IBM and Client personnel defined in the Change Approval Matrix 1. Ensure necessary approvals and artefacts are in place before any change is approved

Area	Activities																								
	2. Conduct Post Implementation Review for critical changes 3. Number of Change Requests in a calendar month will be limited to 10% of the agreed device/application baselines as per Schedule A. This will not be carried over to next calendar month. 4. Multiple non-dependent changes in a single Request will be treated as separate change requests 5. Out of the total changes to be initiated across the year for the customer account, 80% shall be Normal lead time compliant, 10% shall be business expedite lead time compliant or fast track and 10% may be emergency (break fix) changes. 6. Unplanned [Non Break-fix] emergency changes will be limited to two per month for the total baselines as specified in Schedule A- Service Baselines. ▪ Lead time for Changes as per IBM standards will be followed. As defined below: <table><tr><th colspan="4">Lead Time Matrix - All Days indicated as Business days (Monday to Friday)</th></tr><tr><th>Risk</th><th>Normal</th><th>Business Expedited/ Fast Track</th><th>Emergency</th></tr><tr><td>Major</td><td>10</td><td><10 and >7, Valid subjected to Appropriate Business Justification and risk sign off by Customer</td><td>NA</td></tr><tr><td>Medium</td><td>7</td><td><7 and >3, Valid subjected to Appropriate Business Justification and risk sign off by Customer</td><td>0 Lead time , Change to be recorded on tool to follow Emergency approval and perform for break-fix for a Sev1</td></tr><tr><td>Minor</td><td>3</td><td><3 and >1, Valid subjected to Appropriate Business Justification and risk sign off by Customer</td><td>0 Lead time , Change to follow Emergency approval and perform for break-fix for a Sev2</td></tr><tr><td>Retro</td><td>NA</td><td>NA</td><td>Emergency Break-fix for Sev1, Change will be carried out on the basis of S1 ticket and later change record gets recorded on the tool</td></tr></table> ▪ Out of the total changes to be initiated across the year for the customer account, 80% shall be Normal lead time compliant, 10% shall be business expedite lead time compliant or fast track and 10% may be emergency (break fix) changes. ▪ Unplanned [Non Break-fix] emergency changes will be limited to two per month for the total baselines as specified in Schedule A- Service Baselines. ▪ Categorization of the change into Major, medium and minor with the required risk & impact analysis will be determined by change management team .Change request raised under security/non-security patch update/firmware update activities will follow lead time based on the criticality as defined above	Lead Time Matrix - All Days indicated as Business days (Monday to Friday)				Risk	Normal	Business Expedited/ Fast Track	Emergency	Major	10	<10 and >7, Valid subjected to Appropriate Business Justification and risk sign off by Customer	NA	Medium	7	<7 and >3, Valid subjected to Appropriate Business Justification and risk sign off by Customer	0 Lead time , Change to be recorded on tool to follow Emergency approval and perform for break-fix for a Sev1	Minor	3	<3 and >1, Valid subjected to Appropriate Business Justification and risk sign off by Customer	0 Lead time , Change to follow Emergency approval and perform for break-fix for a Sev2	Retro	NA	NA	Emergency Break-fix for Sev1, Change will be carried out on the basis of S1 ticket and later change record gets recorded on the tool
Lead Time Matrix - All Days indicated as Business days (Monday to Friday)																									
Risk	Normal	Business Expedited/ Fast Track	Emergency																						
Major	10	<10 and >7, Valid subjected to Appropriate Business Justification and risk sign off by Customer	NA																						
Medium	7	<7 and >3, Valid subjected to Appropriate Business Justification and risk sign off by Customer	0 Lead time , Change to be recorded on tool to follow Emergency approval and perform for break-fix for a Sev1																						
Minor	3	<3 and >1, Valid subjected to Appropriate Business Justification and risk sign off by Customer	0 Lead time , Change to follow Emergency approval and perform for break-fix for a Sev2																						
Retro	NA	NA	Emergency Break-fix for Sev1, Change will be carried out on the basis of S1 ticket and later change record gets recorded on the tool																						
Patch Management	▪ Track patch and firmware versions. ▪ Follow change control procedures and change management lead times as applicable for patch deployment. ▪ Coordinate with vendors to update firmware or hardware patches. ▪ Maintain patch configuration information for the servers. The timelines for the applicable patch roll out would be dependent on the severity levels defined by the OEM or product vendor. ▪ The timelines for the applicable patch rollout will be as agreed upon with the customer on case to case basis ▪ Test the release / upgrade / new product on the Test Environment provided by the customer ▪ Customer application team is responsible for validating the applicability and relevance of the patch																								

Area	Activities
	▪ Patch update would be performed post concurrence from the customer.
Vendor Coordination	▪ Log calls with customer's vendors and coordinate for hardware, firmware and OEM related calls for assets listed in Schedule Error! Reference source not found. Service Baselines. ▪ Keep track of response and resolution times agreed by the customer's 3rd party vendors and follow customer provided escalation matrix.
Escalation	▪ Escalate issues or tickets which have breached service levels ▪ Escalate issues pertaining to vendors' non-performance or delays ▪ Escalate issues pertaining to users' non-availability or non-cooperation ▪ Escalate Customer's complaints to the appropriate management staff for further action
Reporting and Documentation	▪ Provide periodic updates on the status of the tickets to the end users ▪ Prepare MIS for the tickets ▪ Extract agreed reports from the helpdesk/Ticketing tool and submit to the Customer ▪ Maintain up-to-date information on the customer contacts, vendor contacts, management contacts, SLA matrix, severity and categorization matrix
Customer Notification	▪ Notify the users on the ticket with information on who is working and the status of incident. ▪ Notify the users on any outage in the data centres which may cause unavailability of a service for the end users, through customer IT spoc.
Configuration Management	• Configure machines and maintain up to date information. • Keep track of configuration changes resulting from the last change carried out on the asset as part of the change management process. • Maintain baseline configuration.

Deliverables/Customer Materials

- Monthly Call reports on every 7th Business day of the month
 - Incident Reports
- Incident Volume Analysis Report
- Incident Severity Analysis Report
 - Change Reports
- Change Management Report
- Category Analysis Report
- Lead time compliance report
 - Problem Reports
- Incident Timeline Report
- RCA for S1 Incidents which have caused business impact

Completion Criteria

Ongoing activity throughout the duration of the SoW Term

Notes:

1. During a planned operations shut down for maintenance, all monitoring and management services will be unavailable. IBM will provide fifteen working days' notice of the planned shutdown. No reports will be available for the duration of the planned shutdown.
2. During any emergency shutdown, IBM cannot provide monitoring and management services. IBM will communicate to Customer when an emergency shutdown occurs on reasonable effort basis. No reports will be available for the duration of the emergency shutdown.
3. Incident and Monitored data will be retained on IBM Servers for a maximum period of ninety days.
4. In the event monitoring and management link provided customer connecting data centre to IBM remote management facility is not available, IBM will not be able to provide monitoring & management services.

Deliverables

- The reports listed in table above

Completion Criteria

- Ongoing activity throughout the duration of the contract

2.11 Project Management

Activities

Build and Transition phase	▪ Conduct a project kick-off workshop with the Customer team to understand the current setup ▪ Provide technical direction and control to project personnel and provide a framework for communications, reporting, procedural and contractual activity ▪ Prepare and maintain detailed project plan, identifying critical path activities, role and responsibilities, and target dates ▪ Meet with Customer's Project Manager to determine and plan the pre-implementation tasks that the Customer will be responsible for ▪ Notify Customer on all matters that can affect the baseline, deliverables, schedule, efforts and cost of this project ▪ Resolve deviations from the phased project plan
Steady State Phase	▪ Provide technical direction and control to project personnel and provide a framework for communications, reporting, procedural and contractual activity ▪ Conduct monthly project status review meetings and circulate minutes of meeting

Deliverables

- Build and Transition Phase
 - Project Plan
- Steady State Phase
 - Monthly reports as applicable

Completion Criteria

- Completion of milestones defined in the SoW

3 Exclusions

The following items are out of scope of this SoW:

- Procurement and commissioning of WAN links and WAN routers for user connectivity and data replication
- Providing cross connect in PRIMARY or DR premises from the meet-me-room to network rack
- Installation, maintenance, monitoring or change management of Customer's applications or databases
- Supply, installation, upgrade or migration of any additional hardware, media, software, networking, and security equipment's, OS, sybase and other licenses outside the current scope
- Design or redesign of firewall or security policy
- Performing any audits or examination for attacks or intrusions, vulnerability assessment, penetration tests, security parameters
- Providing Intranet or Internet bandwidth connectivity for enabling the end-user access to the hosted application
- All content or application level support and related activities for the hosted infrastructure
- Hardware support or break fix other than coordination and follow up with other 3rd party hardware vendors, who have supplied hardware directly to customer, as part of vendor coordination
- Supplying asset tags or stickers and carrying or shifting the assets physically
- Software assurance support and bug fix
- Provisioning of physical security services at Customer's premises
- Support for any IT assets, technologies or tools not listed in Schedule A Solution Baselines
- All other deliverables that have not been specifically agreed and mentioned in this SoW
- SLA failure due the delay caused by customer's Vendors/suppliers/OEM non-performance / delay or due to un-availability of OEM support when needed,
- Any Major Version upgrade unless specifically agreed in this SOW.
- Performing any periodic validation of security settings of the managed instances.
- Any Traffic analysis like Protocol wise traffic / Host wise traffic etc.
- Any Manual or custom report for WSUS patches / Backup reports etc.
- User ID management including but not limited to validation/revalidation/access monitoring etc for any ID not owned and used exclusively by IBM.
- Log Management / Log Analysis (SIAM / LEM etc.)
- Monitoring and fine tuning of any IDS / IPS / content filtering / Spam filtering / Data leakage / DRM functionality. Any replication for applications not listed in Schedule A.1.1.1
- Performing any infrastructure or application architecture consultancy
- Monitoring & management of any equipment/application outside of the Baselines in this SoW
- The infrastructure for providing end-user application level support for the hosted application
- Any training to Customer's personnel other than that already mentioned in IBM responsibilities.

- Providing data centre access log information
- Any onsite travel cost by the remote support team (Monitoring and management team, DR drill team, Service Delivery Managers and DC Operations team)
- Any migration of Customer's existing data
- Provision of offsite media storage and /or Transportation of the media outside data centre.
- DR workshop for solution planning, bandwidth estimation,
- Individual application DR testing, DR drill during build phase.
- Creation, Execution and support of Scripts
- Monitoring and Management of all Applications
- Data Centre audits by customer or their Auditors.
- Links and routers for monitoring and management from Customer's Data centres/Non –IBM managed Data centres.
- Additional DR drills if any due to customer splitting the applications into different slots.

Draft

4 Customer Responsibilities

1. Customer is responsible for the actual content of any data file, selection and implementation of controls on its access and use, backup policy, integrity of data during storage and after backup or restore, and security of the stored data.
2. Customer is responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations and statutes that affect Customer applications or business. Customer is responsible for determining that any non-IBM products and their integration are in compliance with national building and installation codes and other laws and regulations, including product safety regulations.
3. If Customer is making available to IBM any facilities, software, hardware or other resources in connection with our performance of the Services, Customer agrees to obtain any licenses or approvals related to these resources that may be necessary for IBM to perform the Services and develop Materials. IBM will be relieved of its obligations that are adversely affected by Customer's failure to promptly obtain such licenses or approvals. Customer agrees to reimburse IBM for any reasonable costs and other amounts that IBM may incur from Customer's failure to obtain these licenses or approvals.
4. Customer will provide the replication links between primary site and DR site up to the server rack in the hosting site including any cross connect to be provided by ISP. The Customer will ensure that the bandwidth of the replication link is sufficient to meet RPO and RTO objectives over contract period and observations in each DR drill. The Customer will be responsible for carrying out any feasibility check if required through the link provider. WAN Network integration of the existing network with the DR network will be carried out by Customer.
5. Customer will be responsible for ensuring that the monitoring of the links is performed by the Customer's WAN service providers.
6. Customer will ensure that the power chords being supplied by them or their vendors are compatible with the PDU of the rack (Generally IEC type), especially for the modems from WAN/ISP vendors.
7. All the customer supplied equipment shall be single phase only.
8. The Customer will designate a Project Manager (Customer's Project Manager) prior to commencement of Services under this SoW to whom all IBM communications may be addressed and who has the authority to act for Customer in all matters in respect of this Sow
9. Customer is responsible for arranging required software and licenses including OS, Sybase database etc. that need to be implemented at the Primary/DR site. Customer needs to procure premium support licences for the entire contract period and share the same to IBM team during Transition .Customer will escalate to their vendors and help in resolving product issues if any .During that period SLAs will not be applicable for such product issues.
10. The Customer will be responsible for performing application level implementation, management and monitoring through its own resources, and for starting the Sybase database /applications on the servers during DR test and recovery exercise on the Servers.
11. Customer will be responsible for performing Sybase database implementation.
12. Customer will be responsible for performing the DR drill and providing support for DR drills. Customer to provide minimum 60 days advance intimation to IBM PM for initiating DR Drill. In case DR drill is not conducted by Customer in any calendar year, drills for that year will lapse. Customer to provide sign-off on risk acceptance certificate for not providing dates/readiness confirmation to IBM for performing DR Drill. Customer will ensure timely availability of respective application team or vendors for DC & DR site (if any) to perform break-fix, bug fixing, firmware update, microcode update at the time of Installation and commissioning and during the DR drill. Risk acceptance by customer is deemed to have

- been agreed by customer when there is no response for three requests from IBM to schedule / conduct a DR drill.
13. Customer will ensure that all the Software OS, applications and databases are upgraded to the supported levels from respective vendors.
 14. Customer is responsible for ensuring that contractual support agreements and SLA agreements are in place with all vendors and service providers upon whose services IBM relies for meeting its responsibilities under this Sow.
 15. Since the equipment has been sized based on the inputs given by the Customer or their vendors, the Customer will be responsible for ensuring compatibility between the hardware and application.
 16. Customer will provide a test environment to IBM to install OS and database patches. Customer will perform UAT and provide necessary approval with sufficient downtime to enable IBM to implement the patches on production environment.
 17. Customer will communicate to IBM any changes to the production environment to enable IBM to update the DR site as per the changes done at production site.
 18. Customer will be responsible for providing any additional devices, application configuration licences and support for setting up communication with third party vendor environment.
 19. Customer will be responsible for any configuration requirement at public network or ISP level for application access and application interfaces seamless connectivity to third part vendor networks.
 20. Customer will be responsible for performing any application to database interfaces configuration during build phase, post IP address changes during DR Drill or in case of real time disaster.
 21. Customer technical team to participate and support in DR Plan document preparation and DR Drill execution.
 22. Customer will be responsible for transporting the tapes from primary site to DR Site and vice versa, when required.
 23. The Customer will be responsible for providing any additional backup tapes and replacement tapes required.
 24. Provide syslog server along with log analysis tool.
 25. The Customer will provide the following information to IBM:
 - a. Application recovery procedures
 - b. Application Architecture diagram
 - c. Network recovery procedure
 - d. Business Recovery Organization
 - e. RTO and RPO details for production applications
 - f. Existing business continuity and disaster recovery policy
 - g. Internal and external escalation matrix and contact details
 - h. Contact details of OEMs and vendors for applications, links and hardware along with response and resolution times and SLAs
 - i. Hardware and Software Inventory and license details with AMC or warranty details
 - j. Server standard operating procedures
 - k. Domain topology, Active Directory infrastructure, FSMO role, Forest and Tree structure details
 - l. Data backup policy and schedule

- m. Details of volumes that exist in storage server and provide user level and administrator level permission details
 - n. Storage standard operating procedures
 - o. Domain privileged user details
 - p. IP addressing schema
 - q. Any other information required to make the DR Plan.
 - r. Enable business locations, third party vendor locations access, and connectivity design/implantation/solution to DR Site.
 - s. Enable business users system with required configuration for DR site application access.
 - t. Ongoing/Subsequent year's bandwidth estimation to be owned by customer.
 - u. Technically own any solution for ISP level failover & changes required for failover to DR site.
 - v. Provide inputs/review comments or Sign-off on all the deliverables within 2 weeks of time to avoid assumed acceptance on documented deliverables.
26. Customer will provide subject matter experts with appropriate business knowledge and process knowledge of the baseline application systems, when needed. The subject matter experts will be responsible for participating in the deliverable reviews as needed.
27. The Customer will ensure that all managed servers are installed with latest anti-virus definitions, service packs and patches.
28. The Customer will allow loopback address to be configured on all devices to be monitored under this Sow
29. The Customer will ensure that all Servers are reachable on ICMP from IBM. Non-Windows Server should be reachable on SSH or Telnet ports from IBM and have a bash user account with \$ prompt.
30. The Customer will allow IBM to execute Diskperf - YV command on all windows Servers and enable WMI services and to restart.
31. Customer will ensure that all network devices which are part of scope for monitoring and management are enabled with SNMP/MIB and accessible through SSH. The Customer will share with IBM SNMP version details, RO community string, for SNMP v1/v2 and username and passwords for v3.
32. The Customer will allow IBM to install and run collector agent on the systems which are in workgroup, if required by IBM, and allow IBM to run these services with domain administrator or local administrator privileged user account.
33. The Customer will enrol for subscriptions from all respective OEM Vendors and share the details of the subscription with IBM.
34. The Customer will be responsible for providing the security policy that needs to be implemented on IBM supplied firewall during the build phase Customer will provide IBM with the Contract ID and details of all 3rd party OEM products not supplied by IBM to enable IBM to raise the ticket to the concerned Technical Assistance Centre or Level-3 Support teams in case of an emergency or a bug in their product or software.
35. Customer is solely responsible for procuring and providing all transit documents, including road permits, Octroi, transit Insurance, forms and other relevant documents. Furthermore, Customer is responsible for liaising with the concerned authorities and furnishing all relevant documentation to obtain the requisite forms. Where Customer is the Importer on Record (IOR), it is the sole responsibility of the Customer to clear the goods from customs at the designated port of shipment by paying the applicable duties.

36. Within 30 days from the Services Start Date, the Customer will investigate, determine, provide, and upgrade sufficient level of bandwidth. Customer needs to meet its recovery point objective, since required bandwidth is subject to rate of change of data in production. IBM will not be liable for the Customer's failure to provide such bandwidth or for any negative impact a deficiency in bandwidth may have on the Customer's recovery point objective, nor shall any such failure on the Customer's part be deemed to grant the Customer the right to delay or withhold payment to IBM of the charges set forth in the SoW.
37. Required Windows OS license, Premium support
38. All relevant antivirus, backup, DB's & applications licenses would be provided, configured and managed by customer.
39. Backup software supply, implementation and monitoring-management of the setup in IBM Nextra DC and IBM Mumbai DC.
40. Customer will be responsible for Implementing backup solution at DC and DR .Monitor and manage the regular backups and help in restoring the same as per needs .
41. Data Migration from customer DC at Faridabad to IBM DR at Mumbai.
42. Transportation of Hardware from Faridabad DC to IBM Nextra DC.
43. Application implementation at DR site.
44. AntiVirus supply, implementation, monitoring-management of the setup in IBM Nextra DC and IBM Mumbai DC.
45. Authentication and authorisation setup for application to its users.

5 Project Completion Criteria

IBM will have fulfilled its obligations under this SoW when any one of the following occurs first:

- When the SoW term is completed and IBM accomplishes the IBM activities described in Section 2 - IBM Services
- Customer or IBM terminates the Project in accordance with the provisions of the Agreement.

Draft

6 Service Level Agreement

6.1 Definitions

Service Window

“Service Window” means the service coverage hours for a location as defined under Schedule A – Solution Baselines. In case of a service window of 24X7, the calls shall be serviced round-the-clock. In case of a service window shorter than 24X7, all calls logged outside the service window shall be considered for working in the subsequent working day only.

For example, in case of a service window of 9:00 AM to 6:00 PM, Monday to Friday, if a call is logged at 6.30 PM on Friday, the call will be acted upon only on Monday after 9:00 AM. All the measurements and SLAs for this call shall be calculated assuming Monday 9:00 AM as the start of the call for such a service window.

Reporting Month and Measurement Period

“Reporting Month” is the month in which the SLAs for the Measurement Period will be reported.

“Measurement Period” is the period of Twelve (12) calendar months ending with the last day of the month immediately preceding the Reporting Month.

Scheduled Hours

“Scheduled Hours” means the aggregate number of hours in the given reporting period as per Schedule A – Solution Baselines during which the supported infrastructure elements and applications have to be available for use by the designated users.

Total Downtime

“Total Downtime” means, out of the Scheduled Hours, the aggregate number of hours in the reporting period during which the supported infrastructure elements and applications were unavailable for use by the designated users.

The Total Downtime will be reported by the helpdesk tool.

Planned Downtime

“Planned Downtime” means the aggregate number of hours out of the Scheduled Hours in any reporting period during which the supported infrastructure elements and applications were unavailable for use by the designated users due to preventive maintenance or upgrades.

Actual Downtime

“Actual Downtime” will be calculated by subtracting the Planned Downtime and Excusable Downtime from the Total Downtime.

Availability

“Availability” refers to the percentage calculated through the following formula:

Formula: $\text{Availability} = \frac{[(\text{Scheduled Hours} \times N) - (\text{Planned Downtime} + \text{Unplanned Downtime for } N)]}{[(\text{Scheduled Hours} \times N) - \text{Planned Downtime}]} \times 100$

Where N= No. of Devices / Instances

Overall Availability performance will be derived by cumulating all systems availability performance for HA and No-HA Devices separately.

Availability Service Level will be measured on Yearly Basis and reported on Monthly basis.

Response Time

“Response Time” refers to the time taken by the helpdesk to log and acknowledge the incident. The medium for acknowledging the incident shall be email, phone or automated response from tool.

Resolution Time

“Resolution Time” means the time taken to resolve the incident or to provide an acceptable work around for the incident. In case of devices not supplied or maintained by IBM which are under IBM scope for monitoring and management under this SOW, the calculation for resolution time will exclude the time taken by vendors to provide break fix support for those devices.

Transition Phase

“Transition Phase” is defined as the period when IBM team would begin the Managed service activity by understanding the detailed requirements, putting up the processes and systems in place for monitoring and managing the Customer’s infrastructure elements as per the baselines and when the equipment is ready to be managed as per the established process. This will involve studying the Customer’s existing processes and preparing documentation related to site-specific setup and standard operating procedures. This will also involve knowledge transfer from and shadowing with the existing vendor.

Steady State Phase

“Steady State Phase” begins when IBM takes over the operations of the infrastructure setup as defined in Schedule A – Solution Baselines, after completion of transition phase.

Stabilization Phase

The first Ninety (90) days of the Steady State phase will be treated as Stabilization Phase. The given SLAs will apply only after the conclusion of the Stabilization Phase.

Severity Level

“Severity Level” means the degree of impact that an incident can have on the Customer’s business. The following Severity Levels are applicable for Network, Server, and Database Infrastructure Management Services, except those mentioned in SLA Dependencies and assumptions:

S1	■ Major impact on the business arising due to failure of in scope elements. ■ Business Impacting service outage resulting from failure of server, storage, , database, web servers, network devices which are configured for HA using physical redundancy within the same location. ■ Any data center service outage that creates single point of failure for the solution Server / Service restart request (Turn-around time metric to exclude time during restart). ■ Note: Single HA component Failure will be classified as Sev-2 or 3 as the service is up due to other HA component.

S2	- Any server, Storage, network, data base, application Incident in the managed environment that is not under high availability or clustering - Any failure of one of the multiple application, database, web servers or network devices that are configured under HA using physical redundancy at the same location that does not result in service outage - Any Incident related to backup activity or job failure on servers running business applications, web servers, Email, DNS & databases - Disruption due to virus attack.
S3	- User access related issues - Disk quota related issues - Any incident of backup activity or Job failure - Antivirus update failure - Any failure of individual PCs and peripherals or performance related issues not amounting to business impact - Link fluctuation due to issues at ISP which is impacting business services - Complete or partial failure of replication - User access related issues - Outage of non-critical IMC Managed devices – Ex : Dev, QA, Staging, Test devices
S4 (Service Request)	- Patch upgrades - IMAC (Hardware/Software) changes for individual end user equipment - User ID or mailbox creation and deletion - Disc quota changes subject to storage space being available - Data backup or restore requests - Any planned activity on the end user equipment or data centre equipment Note: Patch upgrade may have a dependency upon successful test of patches in UAT or test environment and/or availability of downtime for carrying out the activities. The ticket for such activities shall be raised in discussion with the Customer.

6.2 Service Levels

6.2.1 Availability Service Levels

SLA No.	SLA Description	Physical Redundancy	PREMIUM
			SLA Target
1	Server Availability	Yes	99.00%
2	Server Availability	No	98.00%
3	Network Devices Availability	Yes	99.00%
4	Network Devices Availability	No	98.00%

6.2.2 Incident Service Levels

These are preapproved Incident Service Levels. Any changes in this need to be revalidated by TDA process

Severity Level	Response Time	Resolution Time	SLA Target	Remarks
S1	15 minutes	02 hours	95%	There will be Two (2) incident exception during a measurement period if the incident volume is less than 20
S2	30 minutes	04 hours	95%	There will be Two (2) incident exception during a measurement period if the incident volume is less than 20
S3	60 minutes	08 hours	95%	There will be Two (2) incident exception for a Month if the incident volume is less than 50
S4 (Service Requests)	120 minutes	2 Business Days	95%	There will be two incident exception for a Month if the incident volume is less than 50

Note: Above SR SLA is only for standard SR. SR like New build, Backup restoration, adhoc backup, data migration will be excluded from SLA calculation.

Response and Resolution time are calculated within agreed Service window

For incident Resolution time calculation the following mechanism will apply:

- Business days shall be all days excluding Sat, Sun, National Holidays and holidays as declared by client.
- Calculation from status 'Assigned' to status 'Resolved' or 'Cancelled' excluding the time under status 'Pending – Customer Hold', 'Pending – Customer Action Required', 'Pending – Third Party Vendor Action Required' and 'Pending – Infrastructure Change'. The clock stops outside Working Hours.
- Any Hardware Issues will be excluded from Incident Service Level Calculation.
- The Service Level measurement will only be calculated for severity classes on a Monthly basis in which there is a sufficient volume of tickets to provide statistically meaningful results. If sufficient Volume is not reached and any single incident breach results overall SLA Failure, then Service Level Failure will not be applicable for that particular SLA and IBM would not be liable for SLA Penalty.

6.2.3 Other Key Performance Indicators

Problem Management	▪ 100% RCA Submission within 5 Working Days for Business Impacting Sev-1 Incidents. Note: Applicable RCAs are for IBM Managed Services which are provided through this SOW only, it would not include any Vendor RCAs or third party RCAs. This KPI will only be applicable for Business Impacting Sev-1 Incidents.
Change Management	▪ 95% successful changes over approved changes in the measurement period

6.3 SLA Measurement and Reporting

All incident and availability service levels will be measured on annual basis and reported on monthly basis.

Calculation of availability of an individual system, for the purpose of SLA reporting, which has a 24 X 7 service window is illustrated below as an example.

Illustration:

Measurement Period	Jul 2015 to Jul 2016
Reporting Month	Aug 2016
Scheduled Hours (24 X 365)	8760
Total Downtime (Assumed)	30
Planned Downtime (Assumed)	15
Actual Downtime (Total Downtime – Planned Downtime)	15
Availability $\frac{(\text{Scheduled Hours} - \text{Total Down time}) \times 100}{\text{Scheduled Hours} - \text{Planned Downtime}}$	99.83%

The above Availability SLA depiction is just an example.

Overall Availability performance will be derived by cumulating all systems availability performance. All incident and availability service levels will be measured on Yearly basis and reported on monthly basis. IBM Will report SLAs on or before 10th Working day of Every Month.

Yearly SLA Reporting will be done on or before 15th Working day of proceeding year for previous year.

Beginning of the Measurement (Month-Year) will be determined as per Transition Closure Sign off Date.

6.4 SLA Dependencies and Assumption

- SLAs are applicable only for equipment that is covered under Schedule A – Solution Baselines.
- The given SLAs will apply only after the conclusion of the Stabilization Phase (3 months post transition sign off).
- Service Level Credits will not apply during the stabilization Period.
- Upon completion of the stabilization Period, the Parties will update Service Level Measurements to reflect the mutually agreed Service Levels, weighting factor allocation, and Service Level measurement criteria and will amend this Schedule if required.
- A Service Level failure will be deemed to occur whenever IBM's level of performance for a particular Service Level fails to meet the minimum Service Level for that Service Level in an agreed measurement period.
- SLA for Service Availability to the end user connected will be the multiplication of System Availability SLAs of all components including database, application, web, network layer, WAN link. For example, if System Availability SLA of database, application, and web layers is

99.5% while that at the Network layer is 98.5% and at WAN link layer is 98% then SLA for over-all Service Availability will be 96%.

- Calculation of Incident Service Levels will not take into account any hardware related incidents.
- Patch upgrade activity on production environment can be done only upon confirmation from Customer's application team after testing it on UAT/Test environment. In case UAT/Test environment is not a replica of production environment, then Customer validation and sign-off shall be required.
- Customer will ensure that for the hardware, software, applications or links supplied by them, they have premium support agreements with the respective OEMs/service providers and provide the contract-id to IBM. IBM will use such support where applicable to resolve incidents.
- Calculations for SLA will not include:
 - IMC emergency downtime
 - Planned downtime
 - Dependency with Customer, users or Customer's vendors.
 - Duration for which the infrastructure is down due to delay by hardware services vendor (other than devices supplied under this SoW by IBM) or Service provider in providing service for the Customer.
 - Downtime caused by unauthorized access or changes to the network by customer or customer engaged vendor other than IBM, without prior authorization from IBM
 - Any act or omissions attributable to Customer or persons authorized by it which adversely affect service levels committed by IBM (e.g., time lost in the event of inadvertent user initiated changes or modifications)
 - Time required for testing of patches, installation of OS and transfer of data
 - In case of failure of any storage device or database, the time taken to restore the data from backup
 - Link failure between customer site and IBM IMC
 - For Security and antivirus patches, desktops or laptops not powered on and logged into the LAN

7 Project Timelines

The services covered by this SoW will be rendered in three phases, namely, the Build phase, the Transition phase and the Steady State phase.

The **Build phase** will be focussed on designing the solution after discussions with the Customer Technical teams, as per the SOW requirements, and is estimated to complete in [number of weeks] weeks.

In the **Transition phase**, IBM will establish processes and Standard Operating Procedures, conduct training and knowledge transfer so that the steady state operations can begin. This is estimated to complete in [number of weeks] weeks.

In the **Steady State** support phase, IBM will provide Managed Hosting services for the SoW Term.

Lead time for Hardware delivery will be [number of weeks] 10 weeks for delivery+ Installation time+ transition time to be factored in project plan

The estimated project schedule is given below:

Phase	Activity Description	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	ONGOING
Build	Project Initiation															
	Preparation of detailed project plan with Customer															
	Workshop with Customer's team															
	WAN Link provisioning at DR, IBM Bangalore															
	Hardware ordering by customer for network in DC															
	Hardware ordering by IBM for DR															
	Set up project governance organization															
	SAP production DC setup in IBM Bangalore, which will be DR site later															
	Backup of SAP production DC data															
	Infrastructure Provisioning															
	Restore of SAP production DC data															
	Customer to setup Application															
	Replication solution provisioning															
	DR Procedure Document															
	Perform switchover and switch back tests															
	Bangalore Setup as functional DC for Customer															
	WAN Link provisioning at IBM DC, Noida															
	Customer DC at Faridabad, Collocation Setup of SAP to IBM DC, Noida															
	Backup of data and Transportation of SAP hardware to IBM DC															

[illegible]

The first ninety days of the Steady State phase will be treated as Stabilization Phase. No SLAs will apply during the Stabilization Phase.

8 Pricing and Payment Terms

8.1 Pricing DC(Noida)

Period	Amount in INR	No. of quarters	Total
One Time Charges	800000		800000
Recurring Quarterly Charges	735000	20	14700000
Total Charges			15500000

8.2 Pricing DR (Mumbai)

Period	Amount in INR	No. of quarters	Total
One Time Charges	1200000		1200000
Recurring Quarterly Charges	815000	20	16300000
Total Charges			17500000

8.3 Payment Milestones

No.	Milestone Description	Milestone Acceptance Criteria	Payment Linked to the Milestone
	Design and Planning Services	Submission of Project Kick off presentation	
	Recurring Quarterly Charges	Powering on of Hardware Equipment in the data center	

8.4 Payment Terms

- One time charges stated above shall be payable in advance upon signing of the SOW.
- Billing shall start immediately after the power-on of hardware infrastructure mentioned under Schedule A -
- Quarterly payments shall be made in advance at the beginning of each quarter.
- If hardware delivery and installation, managed services start-up or transition sign-off is delayed due any dependency on the Customer, there shall be additional charges payable by the Customer. Such additional charges shall be agreed by the parties as per Schedule B.1 - Project Change Control Procedure.
- Payments are due from date of receipt of invoice and payable within thirty (30) days of date of invoice. In the event of late payments, IBM reserves the right to charge a late payment fee @ 2% per month on the overdue amounts, in addition to the right of suspension of services, till the overdue amounts are paid
- After the expiry of SoW Term and upon the written request of the Customer, the title to the hardware stated in Schedule A - shall be transferred by IBM to Customer upon payment of a cumulative sum of Rs. [Amount] only by Customer to IBM. Customer will be responsible for the logistics and expenses relating to such transfer.

9 Terms and Conditions

Contract Labour Act

The parties acknowledge that the provisions of the Contract Labour (Regulation and Abolition) Act, 1971 may be applicable to the services provided by IBM under this SOW. If it is determined that such Act is applicable, Client shall take necessary steps to enable IBM to comply with its obligations under such Act, including issuing of relevant statutory forms to IBM. In the event that Client does not take such necessary steps, IBM reserves the right to immediately suspend services without any further liability, until Client has complied with such steps.

Zero Duty Transaction

[[Customer]] understands that it will be responsible for importing the [[products]] into [[country]] and shall fulfill all legal requirements associated with such importation, including, but not limited to, compliance with all customs requirements. IBM shall provide the [[products]] at [[location]], from which location [[Customer]] shall perform any required transport and importation activities. IBM shall have no responsibility for any activities associated with importing the [[Products]].

Taxes, Duties, and Levies

Rates, charges or fees specified in this SoW are exclusive of all taxes. Customer shall bear all transaction taxes on the services (or goods) provided hereunder (including, but not limited to, sales, value added, goods and services, service and similar taxes). IBM shall state applicable transaction taxes on its invoice and pay all collected taxes to the appropriate taxing authority. If any authority imposes upon any transaction under this agreement a duty, tax, levy or fee, excluding those based on IBM's net income, then Customer agrees to pay that amount as specified in an invoice. If the Customer supplies exemption documentation acceptable to the taxing authorities, then IBM shall not charge the aforementioned duty, tax, levy or fee. If the taxing authorities subsequently opine that IBM should have charged such duties, taxes, levies or fees, Customer shall pay the same (including any interests, levies and penalties) as required by the taxing authorities. Except as provided above, the party that is liable for payment of any tax upon which interest and penalties are imposed, shall bear such interest and penalties.

Customer is responsible for any personal property taxes for each product from the date IBM ships it to Customer. Additional taxes and tax related charges may apply if IBM's personnel are required to perform services outside their normal tax jurisdiction. As practical, IBM will work to mitigate such additional tax and tax related charges and will inform Customer in advance if these additional charges apply and are payable by the Customer.

The Customer shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to IBM and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account, file quarterly TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates and comply with any other requirement connected thereto as required under the provisions of the Act. Further, the Customer shall ensure that the Permanent Account Number ("PAN") of IBM is quoted rightly in such quarterly TDS returns or any other document where the PAN of IBM is required to be mentioned.

Furthermore, in the event of credit not being provided to IBM in respect of such TDS on account of the Customer not mentioning the correct PAN of IBM, the Customer shall file revised quarterly TDS returns so as to facilitate credit of such TDS to IBM and in the eventuality of credit not being provided to IBM in respect of such TDS on account of default/ non-compliance by the Customer, the Customer shall compensate IBM to the extent to which credit is not provided to IBM.

Ownership of Equipment Used by IBM in Connection with the Services

Notwithstanding anything contained in any clause of this SoW or any other document forming part of this SoW, IBM wishes to make the following key assertions:

- IBM may use various equipment like server, networking equipment, storage devices, other products (collective referred as “Hardware”) and various types of software (collectively referred to as “Software”) described in this SoW in providing the Services to Customer.
- The parties hereby agree that the possession (deemed or otherwise) and effective control of the Hardware and Software as detailed in Schedule A: Baselines shall lie with IBM at all times and shall not be transferred to Customer at any point in time, even though these may be installed and used by IBM at the Customer’s site.
- Any reference to the configuration, quantity, version, warranty, maintenance, support (on-call or otherwise), increase in requirement, bill of material with respect to the Hardware or Software is limited only to suggest the manner and quality of service provided by IBM and does not suggest that the control (deemed or otherwise) or possession shall lie with Customer. Further, the Software used will be licensed in the name of IBM and shall not be licensed to Customer.
- Notwithstanding the fact that in some manner Customer may be granted a limited access to use the Hardware and Software, the same shall not signify that Customer is granted the possession and control of the Hardware and Software, as the same is given only for Customer to enjoy the benefit of Services.

This clause shall supersede any clause suggesting the contrary in the SoW.

Business Contact Information

IBM may cite Customer’s name and the general nature of the Services IBM performed for the Customer to IBM’s other customers and prospective customers as an indication of IBM’s experience, unless both parties specifically agree otherwise in writing.

Required Consents

Customer is responsible for promptly obtaining and providing to IBM all Required Consents necessary for IBM to provide the Services described in this Statement of Work. A Required Consent means any consents or approvals required to give IBM and its subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products Customer uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. Customer will indemnify, defend and hold IBM, our majority-owned subsidiaries and subcontractors, harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys’ fees and costs) directly arising from or in connection with any claims (including patent and copyright infringement) made against IBM, alleged to have occurred as a result of Customer’s failure to provide any Required Consents to IBM. IBM will be relieved of the performance of any obligations that may be affected by Customer’s failure to promptly provide any Required Consents to IBM.

Facilities

Customer represents that:

Customer is authorized to permit IBM access to and use of the facilities used in connection with performing the Services (the “Facilities”), and IBM is performing the Services for Customer at the Facilities at Customer’s request.

The Facilities are in compliance with all material applicable central, state and local laws governing the storage, existence, discharge and handling of hazardous materials.

Customer is responsible for any waste generated at its Facilities and, if applicable, the proper manifest of any hazardous waste to appropriate disposal sites under Customer's name and identification number.

In the event that hazardous materials are discovered at the Facilities during the term of the this SoW, IBM may cease the performance of that portion of the Services affected by such discovery if, in the reasonable judgment of IBM, IBM's ability to perform such portion of the Services safely and properly is adversely impacted by the presence of such hazardous materials. Customer shall be responsible for causing any violation of central, state or local law with respect to the presence of such hazardous materials to be remedied as to its Facilities, it being understood that matters relating to the investigation, detection, abatement and remediation of any hazardous materials discovered at the Facilities are not within the scope of the this SoW and that IBM shall not be liable or responsible for any expense incurred by Customer in this connection, unless Customer's investigation reveals that the presence of the hazardous materials was caused by the conduct of a IBM employee, invitee, or subcontractor. In such event, the limitations of this paragraph will not apply.

Contract Labour Act

The parties acknowledge that the provisions of the Contract Labour (Regulation and Abolition) Act, 1971 may be applicable to the services provided by IBM under this SOW. If it is determined that such Act is applicable, Client shall take necessary steps to enable IBM to comply with its obligations under such Act, including issuing of relevant statutory forms to IBM. In the event that Client does not take such necessary steps, IBM reserves the right to immediately suspend services without any further liability, until Client has complied with such steps.

Termination for Cause

Either Party may terminate this SoW only if the other does not reasonably comply with any of the material terms and conditions of the SoW, provided that the Party that is in non-compliance is given written notice by the other Party and 30 days' notice period to remedy such non-compliance, and the defaulting Party fails to remedy such non-compliance. In the event of termination of this SoW by either Party under the terms of this SoW, Customer shall pay IBM for all Services IBM delivers through termination and any expenses IBM incurs through termination.

10 Signature Acceptance

In entering into this SoW, Customer is not relying upon any representation made by or on behalf of IBM that is not specified in the SoW, including, without limitation, the actual or estimated completion date, amount of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this SoW. This SoW (including its Schedules) and the Agreement represent the entire agreement between the parties regarding the subject matter and replace any prior oral or written communications related to the same.

Agreed to: [Customer's Full Legal Name]

Agreed to: IBM India Pvt. Ltd.

By:

By:

Authorized Signature

Authorized Signature

Date

Date

Name (type or print):

Name (type or print):

Customer number:

Agreement number (required):

Customer address:

Telephone Number :

Billing address: As above

SCHEDULES TO STATEMENT OF WORK

Schedule A Solution Baselines

A.1 Introduction

This Schedule provides the details of the hardware, software and other assets that will be deployed by IBM and other baselines applicable for rendering the services as per this SoW.

The hardware configuration detailed herein has been derived based on inputs received from Customer with regard to present server configuration and application sizing. The Customer has agreed to this hardware configuration and any change in application or application sizing may require change in hardware configuration and will be managed through the Project Change Request Procedure subject to additional charges. Customer is responsible for any compatibility of the Hardware with the Applications and Operating System.

If any equipment other than that mentioned in the baselines below is required to be deployed subsequently, it will require additional hosting space and power. The addition of any such equipment or any other change in the Baselines will be managed through Project Change Control Procedure and chargeable extra accordingly.

A.2 Current Infrastructure Environment

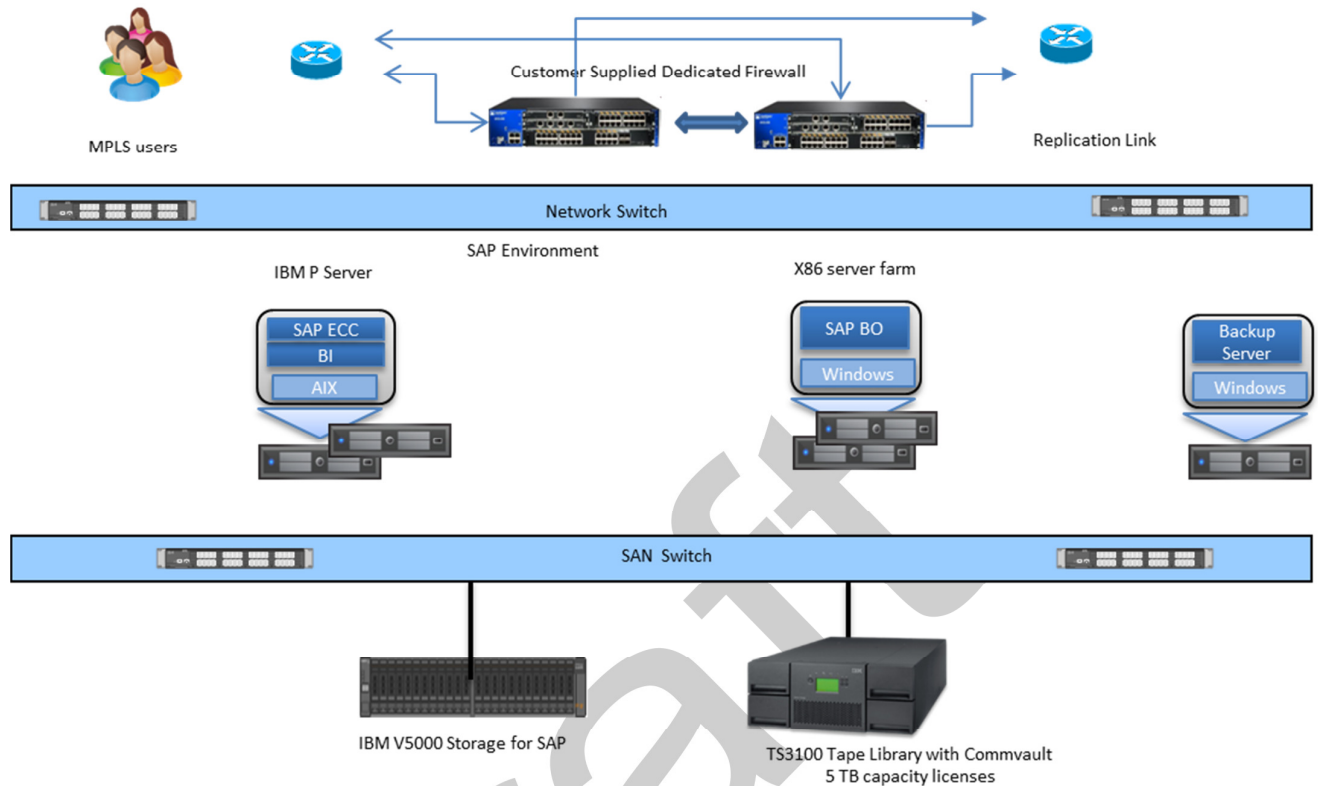
Server			Technology	Solution		SAPS	Cores				Mem [GB]				Boot Disk				Software						
Server Number	Model	Partition Number		Component	Required	GHz	Offered	T. Offered	Max. Scalable	Required	Total	Configured	Max. Scalable	Type	Capacity in GB	Qty	RAID	HBA 8Gbps Ports	NIC 1 Gbps Ports	OS	Cluster Software				
PS1	S822	VIO-1	Shared Processor Pool and VIO	VIO Server	-	3.42	0.50	15	20	8	376	384	1024	SAS	300	2	1	4	8	VIO OS	-				
		P1		SAP ECC DB	12064		4.00			96				Boot From SAN	292	RAID 10	From VIO	From VIO	Aix 7.1	Power HA					
		P2		SAP ECC APP 1	6032		2.00			48					196				Aix 7.1	Power HA					
		P3		BI CI + ASCS	9900		3.00			72					244				Aix 7.1	-					
		P4		SAP DMS	5250		1.00			24					148				Aix 7.1	-					
		P5		Solution Manager	6188		2.00			48					196				Aix 7.1	-					
		P6		ECC QA	4500		1.00			24					148				Aix 7.1	-					
		P7		BI QA	5250		1.00			24					148				Aix 7.1	-					
		P8		DMS Prod	3000		1.00			24					148				Aix 7.1	-					
		VIO-2		VIO Server	-		0.50			8					SAS				300	2	1	4	8	VIO OS	-
PS2	S822	VIO-1	Shared Processor Pool and VIO	VIO Server	-	3.42	0.50	15	20	8	352	384	1024	SAS	300	2	1	4	8	VIO OS	-				
		P1		SAP ECC CI + ASCS	12064		4.00			96				Boot From SAN	292	RAID 10	From VIO	From VIO	Aix 7.1	Power HA					
		P2		SAP ECC APP 2	6032		2.00			48					196				Aix 7.1	Power HA					
		P3		BI DB + APP	9900		3.00			72					244				Aix 7.1	Power HA					
		P4		ECC Dev	3750		1.00			24					148				Aix 7.1	-					
		P5		BI Dev	4500		1.00			24					148				Aix 7.1	-					
		P6		DMS QA	3750		1.00			24					148				Aix 7.1	-					
		P7		Sand Box	6000		2.00			48					196				Aix 7.1	-					
		VIO-2		VIO Server	-		0.50			8					SAS				300	2	1	4	8	VIO OS	-
		VIO-1		VIO Server	-		0.50			8					SAS				300	2	1	4	8	VIO OS	-

Server			Technology	Solution	SAPS	Cores				Mem [GB]				Boot Disk				Software		
Server Number	Model	Partition Number		Component	Required	GHz	Offered	T. Offered	Max. Scalable	Required	Total	Configured	Max. Scalable	Type	Capacity in GB	Qty	RAID	HBA 8Gbps Ports	NIC 1 Gbps Ports	OS
IS 1	x3650	P1	Hyper-V	SAP BO	7875	2.40	4.15	12	36	48	80	128	768	Boot From SAN	196	RAID 10	VIRTUAL	VIRTUAL	WIN	
		P2		SAP BO QA	6750		3.11			32					164				WIN	
IS 2	x3650	P2		IDES	9000		4.75	12	36	32	56	128	768	Boot From SAN	164	RAID 10	VIRTUAL	VIRTUAL	WIN	
		P2		SAP BO Dev	5625		2.97			24					148				WIN	

A.3 Hardware Infrastructure and Hosting

The sizing for the infrastructure detailed herein has been done based on Infrastructure Sizing considerations given by Customer as detailed in Attachment 1 to this Schedule.

DC-High Level Architecture after Co-Location



This section provides baselines for hardware to be deployed by IBM at IBM managed Tier 3 data centre in Noida, including power, access control and physical environment management. The Server Storage hardware and networking devices required by Customer for DR Site will be accommodated in One rack and will require 7.64 KVA of Rated power. .

This section provides baselines for hardware to be deployed and managed by IBM at Customer data centre at Noida.

	Power(VA)	RACK(U)
Pseries-8	1800	2
Pseries-8	1800	2
IBM SAN Switch 24-B	75	1
IBM SAN Switch 24-B	75	1
V5000 Base	500	2
V5000 Exp	500	2
TS3100 Tape Lib- 2 LTO6	100	2
Fortinet 200D	194	1
Fortinet 200D	194	1
Backup Server X3650M5	800	2
X3650M5	800	2
X3650M5	800	2
Total	7638	20

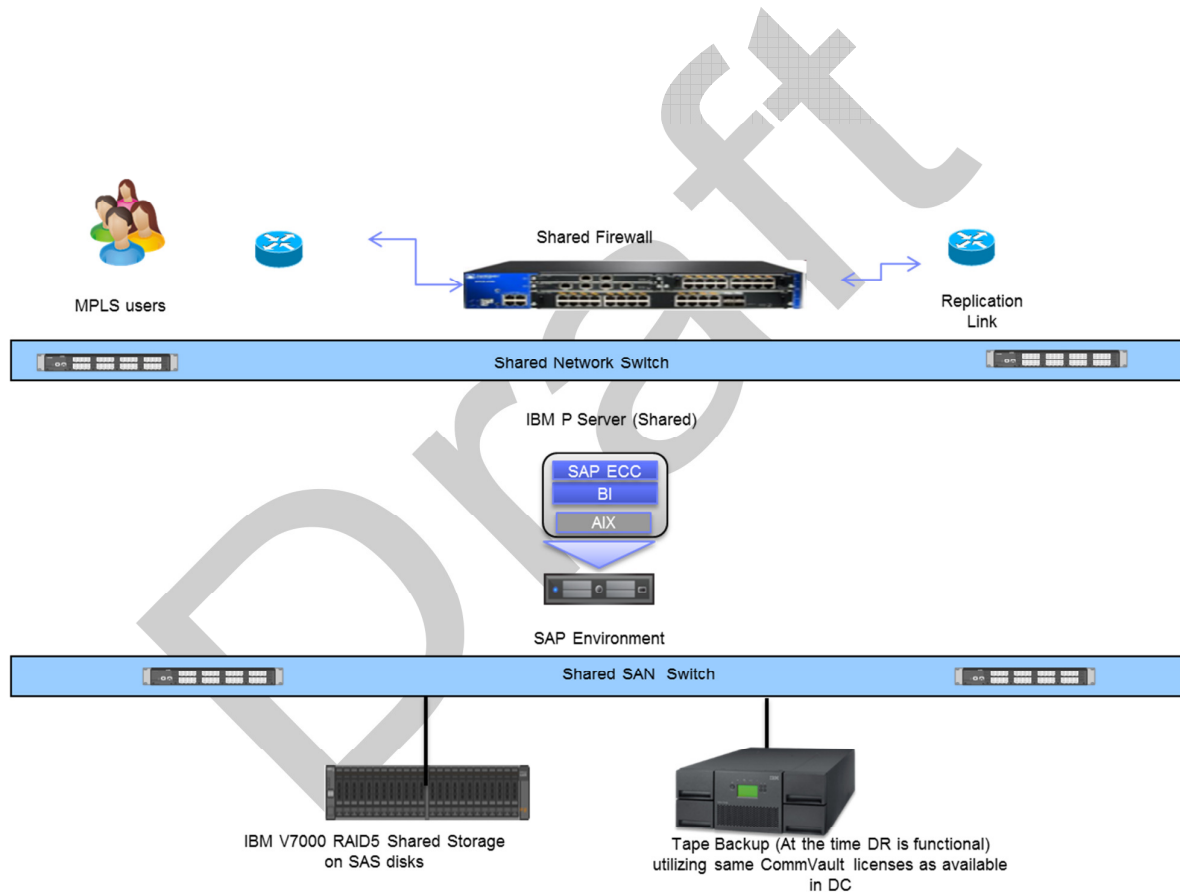
Design Considerations-

- The hardware Two P-Series server, Two X-series server, One X-series backup server, Two SAN switches, One V5000 storage, One Tape Library TS3100, One Rack will be collocated
- Two MPLS links(4mbps) to be provided by customer for connectivity at DC(One for user connectivity and one for replication).
- DC monitoring will be done by DC-DR link.
- Firewall and switch, of two qty each to be provided by customer at DC Noida.
- Hardware migration will be done by customer.
- Provide a 4 Core Virtual partition on X-series to IBM for iMC Team

Draft

Notes:

- All racks should be of standard size that is 42 U 600 X 1000 with perforated doors and blanking plates. Each of the two PDU (2 power source) in the rack should be of 32 amps or higher with at least 6 meters long cable and should have hybrid (5amp and 15amp) power sockets.
- Hardware comprising servers, storage and networking equipment will be refreshed after 5 years having same computing capacity as per current Bill of Material This is applicable only for refresh case scope only. Hardware with more computing capacity would be provided at additional cost, through Project Change Control Procedure.

A.4 Proposed DR Site environment**A.4.1 Proposed Network Diagram**

- Proposed solution would be hosted at IBM shared Infra in Mumbai DC.
- Instances for SAP production has been considered for DR. P-Series shared hardware infrastructure setup will be used to host the SAP application workloads
- Provision required no. of Cores, Memory & storage as defined DR Baselines
- Backup at DR is been considered only if DC is unavailable and DR is Active for customer access.

- Two MPLS Links(4mbps) to be provided by customer for connectivity at DR(One for user connectivity and one for replication).
- Sybase for database replication has been considered.
- Proposed Solution would be managed & monitored remotely by IBM Monitoring & Management Team(iMC).
- Data Migration DC to DR site will be done by Customer/partner(Airflex), IBM will hand over the required servers & storage till OS layer.
- In case of a disaster invocation, DR infrastructure shall be made available for a maximum period of Six (6) weeks.
- Shared infrastructure such as CPU Cores and Memory will be made available within 4 hour of disaster declaration and Planned Downtime Notification.
- The setup shall be made available one time in a year for conducting DR drills/Planned Outages. However, if IBM is servicing an actual disaster of any other customer at that time, first priority / preference shall be given to the disaster situation. The DR drill/Planned Outage will be postponed to the earliest available & mutually acceptable period or conduct the DR drill at scale down as per mutual decision at that point in time.

A.4.2 Proposed Infrastructure Environment

- SAP ECC DB and ECC CI + ASCS with 4 core and 96GB RAM
- SAP ECC APP with 2 core and 32GB RAM
- BI DB + APP and CI + ASCS with 3 core and 72GB RAM
- DMS Production with 1 core and 16GB RAM

Required Setup		
S.No	Config. Items	Proposed Infra for APP server
1	Cores	10
2	RAM	192
3	LPAR	4
4	Storage	1 TB usable capacity.

Proposed Dedicated Mode [Resources during normal state]		
S.No	Config. Items	Proposed Infra for APP server
1	Cores	3
2	RAM	48
3	LPAR	4
4	Storage	1 TB usable capacity.

Proposed Syndicated Mode [Additional resources during Disaster situation / DR drills]		
S.No	Config. Items	Proposed Infra for APP server
1	Cores	7
2	RAM	144

A.5 Managed Services

IBM will provide Infrastructure Managed Services as per the baselines given below. The infrastructure will be managed as per the service windows given below through IBM's integrated management centre (IMC) which is located at Bangalore.

A.5.1 Baseline Details for Primary Site

Networks Equipment Low End / Branch-24x7	Qty	Make and Model
Switch	2	Juniper/Cisco
Security Devices		
Firewall	2	Fortinet
Servers - Low End / Branch : Up to 2 CPU Per Server/LPAR/Zone/VM Guest, etc.		
Windows	5	Microsoft HyperV
LPAR	15	AIX
Storages		
SAN	1	IBM V5000
Tape Library	1	IBM TS3100
SAN Switch	2	IBM 24-B

A.5.2 Baseline Details for Disaster Recovery Site

Networks Equipment Low End / Branch – 24x7	Qty	Make and Model
Switch	1	IBM Shared Setup
Security Devices		
Firewall	1	IBM Shared Setup
Servers - Low End / Branch : Up to 2 CPU Per Server/LPAR/Zone/VM Guest, etc.		
LPAR	4	IBM Shared Setup
Windows	1	IBM X3650M5
Storages		
SAN	1	IBM Shared Setup
Tape Library	1	IBM TS3100

A.5.2.1 DR Objectives

1. RPO – Recovery Point Objective(1 Hour). Target lag for data at DR site compared to primary site.
2. RTO – Recovery Time Objective(4 Hour). Time required to start IT infrastructure at DR site, in case of DR drill or actual disaster. RTO would change in case of planned event and unplanned event.

DR Objective dependencies:

1. RPO and RTO will be estimated post first DR drill. Customer to provide required bandwidth to achieve the RPO.
2. RTO target will exclude application team, customer network team dependencies and other third party services contracted by customer.
3. RTO starts post customer has declared DR invocation and informed all stake holders.
4. DR drills involving full user load, demanding any end user machine related configuration is excluded from IBM scope. Additional PCR to be raised for BAU scenario in case of such a requirement.
5. Application wise partial recovery DR Drill is not to be performed or supported. During DR Drill or actual disaster recovery complete application Landscape including dependent applications to be made available from DR site.

DR Site Readiness, DR Deliverables (DR Documentation & DR Drill) High Level Roles & Responsibility Table		
Activity Name	IBM	Customer
Replication Link, Bandwidth for Replication, replication solution	No	Yes
Bandwidth Estimation	No	Yes
Locations Connectivity to DR Site -Failover/Failback	No	Yes
DR Documentation	Yes	Support
DR Drill	Yes	Support

A.5.3 DR Drill Schedule

IBM will perform one DR drills every year.

A.6 Location of IBM Managed Data Centre

IBM Mumbai, Airoli,.

A.7 First Time Build and Data Transfer Baselines

A.7.1 Method for Building Server and Storage for DR

		Initial Approach (Impact – Registry)	Ongoing Approach (Impact – Registry)	
	AIX	Backup and Restore-Via customer provided tools	Manually Deploy Changes	

A.7.2 Method for First time data transfer

	Initial Approach (Data)	Ongoing Approach (Data)
AIX	Backup and Restore -Via customer provided tools	Sybase Replication

A.7.3 Bandwidth Sizing for Ongoing Replication

The estimated minimum bandwidth of 4 **Mbps** will be required for data replication between Customer's PRIMARY and DR site. This estimate is based on value of the parameters values listed below as provided by the Customer at the time of preparation of the IBM solution.

- Number of applications: One SAP Application(3 modules-ECC, BI, DMS)
- Average daily change (addition, deletions and modifications) in data blocks for replication
Peak hourly change of data: As below

S.No.	Description	
1	Average daily change in data blocks in GB (addition, deletions and modifications)	0.003
2	Peak hourly change of data blocks in GB for applications DR Scope	0.610
3	Expected RPO in Mins	60
4	RPO in Seconds xx*60	3600
5	Required Bandwidth in Mbps with 70% link efficiency all the time	2
6	Sudden Burst, Un-foreseen requirement & data growth – 30% of above	2.6
7	Total Bandwidth Requirement in Mbps	2.6

The bandwidth requirements may change from time to time as a result of change in any of the aforesaid parameters and network service provider link efficiency. As such, the Customer will need to periodically review the bandwidth sizing and upgrade it as necessary to meet the RTO and RPO requirements.

The bandwidth needs to be provided immediately after the completion of build phase to avoid any delay in DR Drill deliverables closure. IBM will not be responsible for any business risk arise due to delay in b/w provisioning.

A.8 IT Asset Physical hardware Inventory Frequency

Physical inventory of IT Assets located at IBM/IBM partnered data centre will be carried out every month and excel sheet report will be provided as part of six monthly report.

A.9 Attachment 1 –Infrastructure Sizing considerations



Poly Medisure_SAP
Infra.xls

A.10 Minimum Security Policy

Customer and IBM shall sign separate Project Change Request for IBM Security Services that include any security assessment, vulnerability scanning, risk assessment/evaluation or any other recommendation related to the current infrastructure managed by IBM. In the absence of such a Project Change Request, Customer acknowledges that its systems will remain implemented as-is and may be exposed to threats or other risks originating from the systems security posture.

The following are expressly excluded from IBM's scope of work hereunder, except other wise agreed between the Parties through a Project Change Request:

- Customer security policy design /maintenance
- Issue /Risk management for Security related incidents /threats
- Periodic Assessment for security policy, security threats and vulnerability testing
- Management of customer user Ids
- Risk due to Customer's failure /delay to implement high Severity patches released by its vendors.
- Cyber security

Draft

Schedule B Procedures

B.1 Project Change Control Procedure

The following process will be followed if a change to this Statement of Work is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change; the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and recommend it for further investigation or reject it. IBM will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. IBM will invoice Customer for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes.
- Given the nature of the project, it is important to have a clear and well-defined change control procedure to achieve a proper, systematic and documented approach for changing scope of work to be performed. Necessary changes to the scope shall be executed via this change control procedure.
- In the event of this estimation being beyond three (3) man-days, the implementation of Request for Change will happen only after submission of ECP to Customer and acceptance of the same Customer.

B.1.1 Change Initiation

A change is initiated by a Request for Change (RFC). This is done by filling out a copy of the form in section 'Request for Change Form' and submitting it to a Steering Committee composed of senior Customer and IBM project personnel and chaired by Customer project manager or other designated person.

The membership of the Steering Committee will be agreed to by the parties in writing. Either party may change its personnel by notifying the other party of the change in writing. The Steering Committee will evaluate the RFC for technical validity and its impact on the project. If approved by the Steering Committee, the RFC will be forwarded to IBM. If disapproved, the reasons will be provided to the RFC initiator.

B.1.2 IBM Response

IBM will, within thirty (30) days of receiving an RFC approved by the Steering Committee, provide Customer with a written acknowledgment of receipt and an estimation of the time and effort required analysing the RFC and preparing the Engineering Change Proposal (ECP).

Depending on the extent and complexity of the requested change, IBM may charge for the effort required to analyse the RFC and prepare the ECP. In such instances, IBM will notify Customer in writing of the estimated cost. Customer may recall the RFC after receiving IBM's acknowledgment and estimate.

Following receipt of the Customer written approval of the estimate and agreement to pay the cost, if any, IBM will, within thirty (30) days or the time specified in the estimate, perform the

analysis and repair the ECP. Costs, if any, will be invoiced at IBM's then current hourly billing rate. The ECP will define the impact of the proposed change on the following:

- Baseline Documentation - The impact on the baseline documentation will be defined in terms of the number of pages added, changed or deleted for each document.
- Design - The impact on the software design will be defined in terms of new code, modified code, and throw away code. Each will be described.
- Testing - The impact on the test program will be defined in terms of change to the Acceptance Test Plan, test cases, and/or retest required.
- Performance - The impact of the change on the System's performance, if any, will be determined. If additional or changed machines are required, they will be identified.
- Training - The impact on training will be listed in terms of impact on training plan, course preparation and/or course materials.
- Other Materials - The impact on other Deliverable will be listed.
- Resources - The additional resources required to make the change will be defined and justified.
- Schedule - The impact to the schedule will be shown in terms of impact on the Project Schedule, Delivery Schedule and end date of the Agreement.
- Cost - The total cost of the change will be estimated.

B.1.3 Customer Approval

Customer approval is required for the Assessment of Change Impact submitted by IBM.

When an RFC requires a change to the cost or schedule or when a change is required to the Agreement executed between Customer and IBM, the change must be approved by the Customer authorized representative in writing. Once approved by Customer, the RFC is added to the Agreement.

If the RFC is not approved by the appropriate authority, the owner will take no action on the same.

B.1.4 Implementation

Pages from the latest approved baseline documents will be marked up with new wording and/or figures to reflect the change. Updated pages, incorporating the change will be prepared showing changes by ECP number and change bar. The baseline documentation may be revised after a significant number of changes have been incorporated. The entire document would then be reissued with a revision letter, i.e., Revision A, Revision B, and the date approved on each page. The revision incorporates only the changes already approved plus correction of any typographical errors that do not change the technical intent of the document.

B.1.5 Request for Change Form

Request For Change	
<i>Change Authorization to the Agreement between ABC ("ABC") and IBM India Pvt. Ltd. ("IBM") dated ("Agreement").</i>	
Name Of the System:	
Change Authorization # :	RFC/ Date :
Parent PO Ref. No:	
Originator of Request:	IBM India Pvt. Ltd. / ABC

Request For Change	
RFC Project Start /End Date:	DD-MM-YYYY DD-MM-YYYY
Type of Change (Check one) ☐ Functional ☐ Performance ☐ Editorial	
Reason For Change:	
Description of Change: 1. The differential Price of the revised Bill of Quantity is RsTaxes : Included / Excluded 2. RFC contains Existing Items () or New Items () 3. RFC value is Inclusive () or Exclusive of Taxes 4. Separate PO will be released for the RFC : Yes () or No () 5. Except to the extent varied by this Change Authorization, all the terms of the Agreement referred, shall continue to remain in full force and effect.	
Commercial impact of the change: Payable By _____ (Tick below as applicable) ☐ One Time, Rs. _____ Only. ☐ Recurring, Rs. _____ Only Per Month/Quarter, Starting Date _____	
Authorized Signatory (ABC Private Ltd) Name: Designation: Date: Place:	Authorized Signatory IBM India Pvt Ltd Name: Designation: Date: Place:

B.2 Deliverable Material Acceptance Procedure

Except for status reports, project plan, and code/executables, each Deliverable Material as defined in this 'Deliverable Acceptance Procedures' will be reviewed and accepted in accordance with the following procedure:

One (1) printed draft of the Deliverable Material will be submitted to the Customer Project Manager, seeking a signoff from Customer. It is the Customer Project Manager's responsibility to make and distribute additional copies to any other reviewers.

Within three days of submission the Customer Project Manager will either accept the Deliverable Material or provide the IBM Project Manager a written list of identified defects in regard to the agreed specification. If no response from the Customer Project Manager is received within the period as above, then the Deliverable Material will be deemed accepted.

Within five (5) business days or within a reasonable time, which time period shall not impact the project progress, IBM will resubmit the updated final version to the Customer Project Manager for review and final acceptance.

IBM will request in writing from Customer reasons or shortfalls of the system, if any, if the system is put into production use without acceptance. Such response from Customer will be provided within 10 working days of IBM's request. However, if no response is received from Customer within ten working days without assigning any reasons or shortcomings to IBM then the system will be deemed accepted.

B.3 Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this Statement of Work.

When a conflict arises between Customer and IBM, the project team member(s) will first strive to work out the problem internally.

1. Level 1: If the project team cannot resolve the conflict within two (2) working days, the Customer Project Manager and IBM Project Manager will meet to resolve the issue.
2. Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the Customer Project Executive will meet with the IBM Portfolio Manager to resolve the issue.
3. Level 3: If the conflict is not resolved within three (3) working days after being escalated to Level 2, the Customer Executive will meet with the IBM Executive to resolve the issue. If required the executives may address this through the Governance process between Customer and IBM. Level 3 applies to applications provided by IBM.

During any conflict resolution, IBM agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. Customer agrees to pay invoices per this SoW and the Agreement.

Schedule C Sample Milestone/Project Completion Certificate

Milestone/Project Completion Certificate



Certificate Date:
IBM Company Name: IBM India Private Limited
Customer Name:
Project Name:
SoW Reference: SoW Ref No. XXXXXXXX between IBM and Customer dated xxxxx

IBM Services and Deliverables Completed and Accepted:

1. _____
2. _____
3. _____

The receipt and full acceptance of the aforementioned services and deliverables of IBM as per the terms of the Agreement and to full satisfaction of the <<Customer>> is hereby certified by <<Customer>>. There are no additional deliverables or services to be rendered by IBM with respect to the items being accepted hereof.

[Following Optional Sentence to be added when Certificate is issued after the effective date of Acceptance ->>>> _____]

This Acceptance Certificate is effective from dd/mm/yyyy]

Name and Signatures of Authorised Signatory of Customer:
Customer Name:

Dated:

Name and Signatures of Project Manager:

Dated: