



Addendum for Support for IBM Integrated Customer Management System

The following terms are in addition to, or modify, those of the Agreement for Acquisition of Programs and Support, the Agreement for Acquisition of Support, the Attachment for Support or any equivalent agreement in effect between us.

Effective Date: May 16, 2000

1. LICENSED PROGRAMS FOR WHICH SUPPORT IS AVAILABLE:

<u>Program Name</u>	<u>Program Number</u>
IBM Integrated Customer Management System (versions prior to Version 5.0)	5793-R8H

2. **INITIAL SUPPORT PERIOD:** Six months, begins on the date that we make the Program available to you, normally 10 days after shipment from IBM. During this period, Support Charges are waived. There is no Initial Support Period for any new code or code change to the Program made by IBM (Custom Modifications).
3. **SUBSEQUENT SUPPORT PERIOD:** One Year.
4. **RENEWAL:** Automatic at end of each Support Period.
5. **CHARGING PERIOD:** Annual, invoiced in advance. In the event you elect to terminate Support, we do not issue a credit for the unused portion of a Support Period.
6. **CHARGES:** When you acquire Support directly from us:
 - i. **Support Charge:** Charges vary according to the Program, number of features chosen and Support Options chosen. In addition, in the event the Program is upgraded and/or you purchase additional licenses of the Program during the Support Period, a pro rata calculation will be made for Support Charges, and you will be invoiced appropriately.
 - ii. **Resumption Fee:** Equal to the total of all Support Charges that you would have paid during the lapsed interval had you not declined Support at the time it was offered to you or terminated and subsequently resumed Support.
7. **WITHDRAWAL OF SUPPORT BY IBM:** IBM may withdraw support with six months written notice.
8. **SUPPORT PROVIDED:**
 - i. **Extended Support:** For the unmodified portion of the Program, and to the extent problems can be recreated in the Specified Operating Environment, includes
 - a. **Code Corrections:** code to correct reported, substantial deviations from the Program's then applicable Specifications.
 - b. **Fixes:** existing Code Corrections, restrictions or known bypasses for reported problems.
 - c. **Program Updates:** periodic releases of collections of Code Corrections, Fixes and minor functional enhancements to the Program and documentation.
 - ii. **Technical Assistance - Technical/Defect/Usage:** a reasonable amount of remote assistance via telephone, mail, facsimile (fax) or e-mail to respond to Technical, Defect related or Usage questions. For example, questions regarding availability and distribution of Code Corrections, Fixes or Program Updates, and installation, setup, use, operation or the interpretation of the Program's results.

Our goal is to respond within 2 hours, 8 AM to 5 PM local time, Monday through Friday, excluding IBM holidays, of receipt of your Support request. If a problem requires on-site assistance, the then current hourly rates and terms for Services will apply.

Technical assistance is available 8 AM to 5 PM local time, Monday through Friday, excluding IBM holidays, from the appropriate IBM ICMS Service Center. The voice telephone number for the Americas is 1-888-809-3138, the fax number is 604-473-5816, and the e-mail address is usupport@us.ibm.com. For all other countries where Support is available, telephone numbers and e-mail addresses will be provided at the time of initial order.

Support may not be available in all countries.

9. **TECHNICAL REPRESENTATIVES:** You agree to limit communication between us to two Technical Representatives per location whose names you will provide to our Service Center.

10. **OPTIONAL SUPPORT AVAILABLE AT ADDITIONAL CHARGES:**

i. **Additional Program Support:**

- a. **Extended Support Availability** - a reasonable amount of telephone technical assistance made available 24 hours a day, 7 days a week, excluding IBM holidays. Our goal is to respond within 4 hours if before 8 AM or after 5 PM, local time, excluding IBM holidays, of receipt of your Support request. If a problem requires on-site assistance, the then current hourly rates and terms for Services will apply. Extended Support shall be adjusted to coincide with the Support Period for the Program, and a pro rata calculation of Support Charges will be made, as appropriate.
- b. **Additional Technical Representatives** - Up to four additional persons per location are authorized to act as Technical Representatives.

ii. **Custom Modifications Support:**

Support for the Program is a prerequisite for the same level of Custom Modifications Support (e.g., Extended Support, Technical Assistance), and the Support Period for Custom Modifications will be adjusted to coincide with the Support Period for the Program. A pro rata calculation will be made, as appropriate, for Support Charges for such Custom Modifications. Technical assistance availability for Custom Modifications will coincide with the hours of availability for the base Program Support option.

- a. **Extended Support for Custom Modifications** - For any Custom Modification at the latest resynchronization level, and to the extent problems can be created in the Specified Operating Environment, includes:
 - 1) **Custom Modification Code Corrections:** code to correct reported, substantial deviations from the Custom Modification, customer specific Specifications.
 - 2) **Custom Modification Fixes:** existing Custom Modification Code Corrections, restrictions or known bypasses for reported problems.
 - 3) **Custom Modification Program Updates:** resynchronization of Custom Modifications to base Program Temporary Fix (PTF) packages two times per year, timing to be agreed by customer and IBM.
- b. **Technical Assistance for Custom Modifications - Defect:** a reasonable amount of remote assistance via telephone, mail, facsimile (fax) or e-mail to respond to Custom Modification Defect-related questions.

Our goal is to respond within the same parameters as specified for the Extended Support (set forth in Section 10. i. a. of this Addendum) for the Program. If a problem requires on-site assistance, the then current hourly rates and terms for Services will apply.

Technical assistance is available from the appropriate IBM ICMS Service Center. The voice telephone number for the Americas is 1-888-809-3138, the fax number is 604-473-5816, and the

e-mail address is usupport@us.ibm.com. For all other countries where Support is available, telephone numbers and e-mail addresses will be provided at the time of initial order.

Support may not be available in all countries.

- iii. **Extended Support Availability for Local Modifications:** For new code or code change to the Program made by the customer or a third party (Local Modifications) which qualify for Support based on IBM's requirements, and to the extent problems can be recreated in the Specified Operating Environment, specific Support to be provided will be specified in a separate agreement on a time and materials basis. Such Support may not be available in all countries, or for all Local Modifications.

11. CUSTOMER RESPONSIBILITIES

- i. **Programs and Custom Modification:** Customer must keep the Program current by applying Program Updates and Custom Modification Program Updates in a timely manner. Customer agrees to:
 - a. Provide a description of your systems environment in which the Program and the Custom Modifications are executed to the ICMS Service Center.
 - b. Maintain software library structures and change control procedures approved by the ICMS Service Center.
 - c. Verify Program and Custom Modifications Code Corrections delivered to you by the ICMS Service Center in a test environment prior to use in a production environment.
- ii. **Custom Modification:** Customer agrees to:
 - a. Provide notification of acceptance of the Custom Modification prior to the start of the Support Period for such Custom Modification.
 - b. Provide a current copy of the Custom Modification source code and documentation to the ICMS Service Center.
 - c. Supply sample test data base to the ICMS Service team to assist in the analysis of suspected problems and the verification of Custom Modification Code Corrections.

12. SUPPORT TRANSFERABILITY: No