

Services Description

IBM Managed Security Services General Provisions

This IBM Managed Security Services General Provisions Services Description (“General Provisions”) applies to all IBM Managed Security Services. These General Provisions are in addition to the specific Terms and Conditions provided in the services descriptions selected in the schedule.

1. SLA Exclusions and Stipulations

1.1 Policy Change Request Overages

Certain Services include support for a specified number of policy change requests as defined in the section of the applicable Services Descriptions entitled “Policy Management”. Policy change requests in excess of the specified amount will not be addressed as a priority and will not be bound by the SLAs provided in the section of the applicable Services Descriptions entitled “Service Level Agreements”.

If the Services Recipient exceeds its specified number of policy change requests for two or more months during the contract period, IBM may move the Services Recipient to the Select or Premium level of Services (as applicable). You may be invoiced at the then-current rate. SLAs will be re-set for the new Services level. Failure to upgrade your Services may result in an interruption of such Services.

As an example, you contract for the Standard level of Services and are allowed two policy changes per month. For two months during the contract period, the Services Recipient requests (and IBM provides) more than two policy changes. IBM may move the Services Recipient to the Select or Premium level of Services (as applicable). You may be invoiced at the then-current rate.

1.2 Testing of Monitoring and Response Capabilities

You may test IBM monitoring and response capabilities by staging simulated or actual reconnaissance activity, system or network attacks, and/or system compromises upon advance written notice to IBM. Such activities may be initiated directly by you or by a contracted third party. SLAs will not apply during the period of such staged activities, and remedies will not be payable if the associated SLA(s) are not met.

1.3 Internet Emergency Declaration

During declared Internet emergencies, IBM will provide real-time access into IBM's global situation briefing, and a summarized e-mail designed to provide information you can use to protect your organization. Situation briefings following the onset of an Internet emergency will supersede any requirement for IBM to provide specific escalations for events directly related to the declared Internet emergency. IBM will communicate all other priority level incidents, during an Internet emergency, via automated systems such as e-mail, pager and voice mail.

Standard escalation practices will resume upon conclusion of the stated Internet emergency. Termination of an emergency state is marked by a decrease in the AlertCon level to AlertCon 2, or an e-mail notification delivered to your Authorized Security Contact.

1.4 Scheduled and Emergency Portal Maintenance

Scheduled maintenance means any maintenance:

- a. that is performed during the standard monthly maintenance window on the first Saturday of every month from 8:00 a.m. – 4:00 p.m. United States Eastern Time; or
- b. of which you are notified at least five days in advance. Notice of scheduled maintenance will be provided to the Designated Services Contact.

Emergency maintenance means any non-scheduled, non-standard maintenance required by IBM.

No statement in the section of any Services Description entitled “Service Level Agreements” shall prevent IBM from conducting emergency maintenance on an “as needed” basis. During such emergency maintenance, your Point of Contact will receive notification within 30 minutes of initialization of the emergency maintenance and within 30 minutes of the completion of the emergency maintenance. IBM will be relieved of its obligations under the applicable SLAs during scheduled and emergency maintenance.

1.5 Contact Information

Certain SLAs require IBM to provide notification to the Authorized Security Contact or a Designated Services Contact after certain events occur. In the case of such an event, you are solely responsible for providing IBM with accurate and current contact information for Authorized Security Contact(s) and/or Designated Services Contact(s). Notifications will be provided to your authorized contacts at the current contact information on record through the Portal. IBM will be relieved of its obligations under these SLAs if contact information is out of date or inaccurate due to your action or omission.

1.6 Network/Server Change Notifications

You are responsible for providing IBM advance notice regarding any network or server changes or outages to the managed services environment. In the event advance notice cannot be provided, you are required to provide IBM with notification of changes within seven calendar days of such network or server changes. Unless otherwise specified in the Services Description, notification is completed by the submission or update of an inquiry ticket through the Portal for changes that will be implemented by you. For changes that must be implemented by IBM, you must submit a policy change request ticket. If you fail to notify IBM as stated above, all SLA remedies are considered null and void.

1.7 Network Traffic Applicable to SLAs

Certain SLAs focus on the prevention, identification and notification of security incidents. Such SLAs assume the traffic has successfully reached the Agent, the Agent is healthy and not experiencing any hardware or software errors and the Agent has the ability to process the traffic against the installed policy and generate a logged event. IBM is not responsible for traffic that does not logically or electronically pass through an Agent, or a logged event that does not reach the SOCs, or traffic that does not generate a logged event.

1.8 SLA Compliance and Reporting

SLA compliance and the associated remedies are based on fully functional network environments, Internet and circuit connectivity, Agents, and properly configured servers. SLA compliance reporting will be provided through the Portal. If SLA compliance failure is deemed by IBM in its sole discretion to be caused by customer premise equipment hardware or software (including any and all Agents), all SLAs are considered null and void and remedies will not be paid.

2. Other Terms and Conditions

2.1 Contract Changes

If IBM agrees to a request for an increase in the number of supported devices, or another change that requires a new order be placed with IBM (such as a change from Standard to Select or Premium service), the following terms apply:

- a. all devices (including those for which you initially contracted) will be governed by the then-current versions of all applicable documents (for example, the Agreement, the SOW, and the Services Descriptions); and
- b. the contract period will be adjusted so that all devices will be coterminous.

2.2 Modification of Services

IBM reserves the right to modify the terms of the Services Descriptions at any time. Should such modification reduce the scope or level of the Services being delivered (for example, eliminating previously provided Services or lengthening the security incident response time), IBM will provide a minimum of 30 days prior notice via the IBM MSS portal (called "Portal") or other electronic means. You may request that IBM defer the change effective date until the end of the then-current contract period for the Services by notifying IBM in writing within the 30 calendar days immediately following IBM's notice of such modification. The modification will then become effective when the Services are renewed. If the modification is the result of circumstances outside of IBM's control (such as technology changes or vendor service changes), IBM reserves the right to reject your request for deferment.

2.3 Decommission or Turn-Down of Services

If the Services are terminated or the contract is not renewed, you will have either 90 days from the date of termination or 90 days from the date of contract expiration, whichever first occurs, to request the receipt of archived data. Such request may be submitted through the Portal or via telephone if access to the Portal is no longer available. IBM will charge you for all time and materials, and shipping charges (if applicable) utilized to restore and make the data available via download from a secured IBM server. In

cases where the amount of archived data is deemed by IBM to be too excessive to make available via download, IBM will store the data on encrypted media and ship it to a location specified by you.

If a request is not received within the 90 day period described above, IBM will permanently destroy all archived data no longer under a valid Services contract.

2.4 Data Compilation

You consent to IBM collecting, gathering and compiling security event log data to look at trends, and real or potential threats. IBM may compile or otherwise combine this security event log data with similar data of other Services Recipients so long as such data is compiled or combined in a manner that will not in any way reveal the data as being attributable to you.

2.5 Disclaimers

Products and Services are not warranted to operate uninterrupted or error free. You understand and agree that new technology, configuration changes, software upgrades and routine maintenance, among other items, can create new and unknown security exposures. Moreover, computer "hackers" and other third parties continue to employ increasingly sophisticated techniques and tools, resulting in ever-growing challenges to individual computer system security. It is your sole responsibility to maintain the security of your computer systems. IBM's performance of the Services does not constitute any representation or warranty by IBM about the security of your computer systems including, but not limited to, any representation that your computer systems are safe from intrusions, viruses, or any other security exposures. Products and Services are not fault tolerant and are not designed or intended for use in hazardous environments requiring fail-safe operation, including without limitation aircraft navigation, air traffic control systems, weapon systems, life support systems, nuclear facilities, or any other applications in which Product or Services failure could lead to death, personal injury, or property damage. IBM does not make any warranty, express or implied, or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information provided as part of the Services.