



Customer Agreement

Additional Terms Attachment

Recurring IBM ServiceElite

The provisions of this Additional Terms Attachment are in addition to and prevail over the General Terms of the Dynamix Group Customer Agreement for sales of all IBM ServiceElite Services provided by IBM Corporation which are billed on a recurrent basis during the Contract Period. Capitalized terms are defined in the General Terms of the Dynamix Group Customer Agreement or in Section 7 of this Attachment.

1. Terms of Sale

ServiceElite Services shown on the ServiceElite Schedule will be provided by IBM under the terms of the ServiceElite Agreement. Customer agrees to pay the price for these ServiceElite Services for the Billing Periods shown on a Sales Quote recurring billing schedule.

Dynamix invoices ServiceElite Services at the beginning of each Billing Period. Invoices will show the total amount due for each Billing Period and will not be itemized by ServiceElite Service.

Customer's failure to pay any undisputed amount when due may result in the termination of ServiceElite Services and the assessment of adjustment fees as described in Section 6 below, as well as late payment charges described in the Dynamix Group Customer Agreement.

2. Modification Date

Dynamix last modified these Additional Terms on July 1, 2019.

3. Contract Period Commitment

Customer is committed to pay for ServiceElite Services for the entire Contract Period. However, the amounts due for a Billing Period may be revised in accordance with the Eligible Product Alterations, ServiceElite Service Additions, and/or ServiceElite Service Termination sections below.

4. Eligible Product Alterations

Prices for ServiceElite Services for Eligible Products are based upon the specifications of the Eligible Product at the commencement of the Contract Period. Any change to the Eligible Product specifications, such as feature additions or model changes, may result in a price increase for the associated ServiceElite Services. Customer agrees to pay the increased ServiceElite Services price in effect at the time of the alteration of the Eligible Product specifications. Dynamix will invoice Customer for the amount of the ServiceElite Services price increase for the current Billing Period and amounts due for the remaining Billing Periods will be adjusted accordingly. The current and future amounts due will be shown on a supplemental ServiceElite Schedule.

5. ServiceElite Service Additions

Customer may add additional ServiceElite Services during the Contract Period by written order to Dynamix. The price of these additional ServiceElite Services for the current Billing Period will be calculated and invoiced from the ServiceElite Services start date, and the amounts due for the remaining Billing Periods will be adjusted accordingly. The current and future amounts due will be shown on a supplemental ServiceElite Schedule.

6. ServiceElite Service Terminations

Customer may terminate ServiceElite Services for an Eligible Product without penalty, on 60 days written notice to us, if Customer permanently removes the Eligible Product from productive use (for example, by selling or permanently powering down and disconnecting the Product) within Customer's legal entity. Otherwise, Customer may terminate ServiceElite Services only after the ServiceElite Services have been provided for at least one year and by giving Dynamix 60 days written notice and paying an adjustment fee equal to "n" times the Monthly Price of the terminated ServiceElite Services, where "n" equals the number of years in the Contract Period (for example, "n" = 5 for a 5 year Contract Period).



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After allowing for applicable adjustment fees, any prepaid amounts associated with the ServiceElite Services Customer terminates in accordance with this provision will be calculated and credited from the ServiceElite Services end date and the amounts due for the remaining Billing Periods will be adjusted accordingly. The current credit, if any, and reductions of future amounts due will be shown on a supplemental ServiceElite Schedule.

7. Definitions

Billing Period is a subdivision of the Contract Period into regular recurring calendar periods.

Charge End Date is the date that an individual ServiceElite Service ends as shown on a ServiceElite Schedule.

Charge Period is the calendar period of an individual ServiceElite Service (expressed in months) commencing on the Charge Start Date and ending on the Charge End Date.

Charge Start Date is the date that an individual ServiceElite Service commences as shown on a ServiceElite Schedule.

Contract Period is the calendar period during which ServiceElite Services are being provided as shown on a ServiceElite Schedule.

Eligible Product is a Product for which IBM is providing services under a ServiceElite Agreement.

Monthly Price is the monthly price of an individual ServiceElite Service calculated by dividing its price for the Contract Period by its Charge Period.

ServiceElite Agreement is the IBM Schedule for ServiceElite Acquired from an IBM Business Partner, the referenced IBM Master Services Attachment for ServiceElite, any referenced IBM Statements of Work for ServiceElite and/or IBM Change Authorizations for ServiceElite, and the IBM Customer Agreement.

ServiceElite Schedule is a schedule which contains a listing of the Eligible Products for which IBM is providing identified ServiceElite Services under a ServiceElite Agreement.

ServiceElite Services are OEM Services provided by IBM under the terms of a ServiceElite Agreement. IBM provides services for Eligible Products, such as hardware maintenance for a Machine or software maintenance for a Program. ServiceElite Services do not include warranty services. For an Eligible Product under warranty, ServiceElite Services begin upon the expiration of the warranty period.