

Guidance for the IBM Storwize V7000 Compression Guarantee Agreement

THIS PAGE NOT FOR RELEASE TO CUSTOMER

Contract Implementation Instructions:

These are model terms. Please localize for use and translate (as necessary). For countries without library card base agreements, this Transaction Document can be made to incorporate by reference the standard form IBM Customer Agreement.

Contract Preparation Instructions:

Signature block information should be filled in.

Configuration of Storwize V7000 should be filled in.

Contract Use

This guarantee requires approval by Storage brand management before being offered to a customer.

End of Guidance



IBM Storwize V7000 Compression Guarantee Agreement

The terms of this IBM Storwize V7000 Compression Guarantee Agreement (“Guarantee”) govern IBM’s obligations and Customer’s rights and obligations associated with the IBM Storwize V7000 compression guarantee.

1. Definitions

Compression Savings Rate – the difference between the total virtual size of compressed volumes in the Eligible Machine (t) and the total allocated size of compressed volumes’ capacity in the Eligible Machine (r), divided by the total virtual size of compressed volumes in the Eligible Machine (that is, (t-r)/t). The total virtual size of compressed volumes in the system and the total allocated size of compressed volumes capacity will be as reported by the Eligible Machine’s system management interface).

Date of Installation – for an Eligible Machine acquired from an authorized IBM Business Partner, the date specified on the Eligible Machine’s purchase invoice or sales receipt; for an Eligible Machine acquired directly from IBM, the second business day following the Eligible Machine’s standard transit allowance period.

Eligible Machine – the IBM Storwize V7000 Machine specified and as configured in Section 6 of this Guarantee.

Eligible Workloads – any portion of the following types of workload: Oracle RDBMS, IBM DB2, and Microsoft SQL Server databases (all with alpha/numeric data) and VMware environments (boot image only, excluding application data).

Guarantee Period – sixty (60) calendar days following the Date of Installation of the Eligible Machine.

2. Compression Guarantee

If Customer acquires from IBM or an authorized IBM Business Partner the Eligible Machine, IBM agrees to guarantee that the Eligible Machine, using compression, will achieve a system level Compression Savings Rate of at least 50%. This guarantee covers only the capacity contained within the Eligible Machine’s control enclosure plus one (1) expansion enclosure, and does not apply to any volumes containing more than 3% of pre-compressed or encrypted data types. Any workloads with high performance requirements that require a quantity of disk drives that is higher than the quantity of disk drives covered by this guarantee are excluded from being an Eligible Workload. IBM will have fulfilled this guarantee when the measured Compression Savings Rate has been demonstrated to meet the guaranteed level specified above within Guarantee Period.

3. Compression Guarantee Requirements

The guarantee specified in Section 2 above is valid provided each of the following is met:

- a. At least 90% of the data stored on the Eligible Machine must be data from Eligible Workloads;
- b. All data from Eligible Workloads must be compressed; and
- c. Customer implements each best practice identified in the IBM Redbook “IBM Real-time Compression in SAN Volume Controller and Storwize V7000”, which is available from IBM following Customer’s request.

4. Compression Guarantee Exclusions

Any change made to the Eligible Machine that was not identified or assumed in the configuration or otherwise specified in this Guarantee voids this guarantee. Also excluded from this guarantee is any reduction in the Compression Savings Rate not wholly and directly caused by the Eligible Machine (for example, a reduction caused by the performance of a device to which the Eligible Machine is attached). Such causes include without limitation the following:

- a. vandalism, abuse, fire, flood damage or acts of God, or any other factor beyond IBM’s reasonable control;

- b. products (including other IBM products) that are not specifically identified as part of the Storwize V7000 system;
- c. operator errors, operational procedures or procedural changes that impact subsystem performance;
- d. corrupt data introduced into the Storwize V7000 system;
- e. network related errors or application hang conditions;
- f. installation of any new product, feature or change not defined as part of the Eligible Machine's configuration;
- g. any degraded capability that occurs due to delay or postponement by the customer in obtaining support or required services needed to preserve operation of the Eligible Machine.

5. Remedy

If during the Guarantee Period the Eligible Machine is not providing the Compression Savings Rate specified in Section 2 above, then Customer agrees to provide IBM with:

- a. system configuration, application workload, and other environmental information;
- b. system reports indicating the actual Compression Savings Rate at a system level and for all storage pools and for each volume in those pools; and
- c. physical access to the system for IBM or IBM's Business Partner to confirm the configuration, application workloads, and system configuration output at your location.

If Customer does not notify IBM by the expiration of the Guarantee Period that the Eligible Machine is not achieving the guaranteed Compression Savings Rate, then the Eligible Machine will be deemed to have met the criteria and IBM's obligations to provide any remedy under this Guarantee terminates. If Customer notifies IBM within the Guarantee Period that the Eligible Machine does not meet the Compression Savings Rate specified in Section 2 above, then IBM will provide instructions for Customer to provide the information specified above. Upon receiving the specified information, IBM has up to thirty (30) calendar days to provide Customer with either (i) configuration recommendations or (ii) the remedy set forth below. If IBM provides Customer with such configuration recommendations, Customer agrees to implement such configuration changes within thirty (30) calendar days of receipt of such written recommendations and to make the Eligible Machine available to IBM or IBM's representative for the sole purpose of measuring compression results. If by the end of the foregoing thirty (30) calendar day period Customer has implemented IBM's configuration recommendations and IBM confirms that the Eligible Machine still does not meet the Compression Savings Rate specified in Section 2 above, then IBM will provide to Customer the remedy set forth below. If Customer fails to implement any such configuration recommendations provided by IBM, or if IBM in its sole discretion determines that the Eligible Machine meets the Compression Savings Rate specified in Section 2 above, IBM's obligation to provide any further remedies under this Guarantee terminates.

Specifically, if the Compression Savings Rate specified in Section 2 above is not met within the time periods set forth above, IBM will provide to Customer additional IBM Storwize V7000 hardware capacity and authorizations to enable Customer to store the same amount of data in light of the actual Compression Savings Rate achieved. For example, if Customer purchased a system with 24 drives and 50% Compression Savings Rate would have allowed storage of the same amount of uncompressed data on 48 drives of the same capacity per drive, and the resulting documented Compression Savings Rate was only 30%, Customer would need a system with a total of 34 drives to achieve the desired result (48 usable capacity drives minus 30% savings results in a total of 33.6 drives being needed). IBM will provide additional drives (rounded up to the nearest whole drive, and, in the example, an additional 10 drives) to meet the storage capacity in light of the actual Compression Savings Rate, and the related number of IBM Storwize V7000 expansion enclosures (if any, up to a maximum of two, as required to install the additional drives in the Eligible Machine), together with related IBM Storwize V7000 base software licenses and compression software licenses. Such additional items will be provided at no charge. If there are multiple types of drives in the Eligible Machine, IBM will provide additional drives in proportion to the types of drives originally provided in the Eligible Machine (that is, if the Eligible Machine's original capacity was comprised 40% of drive type A and 60% of drive type B, the additional capacity provided under this Guarantee will be comprised of 40% of drive type A and 60% of drive type B). Customer hereby

agrees that provision of such items identified above will constitute Customer's sole and exclusive remedy against IBM if the Compression Savings Rate specified in Section 2 above is not met.

6. Eligible Machine

This Guarantee applies only the following Eligible Machine and only while such Eligible Machine is in Customer's possession:

Machine Type-Model and Features	Description	IBM Order Number

7. General

- a. IBM is not liable for direct, incidental or consequential damages, costs or expenses associated with (i) Customer's installation or use of the Eligible Machine, or (ii) Customer's acceptance of the remedies offered in this Guarantee, even if IBM is informed of the possibility of such damages, costs or expenses.
- b. This Guarantee applies only to the first IBM Storwize V7000 system installed in Customer's enterprise, and only to Customer as the original possessor of the Eligible Machine.
- c. If an IBM Customer Agreement ("ICA") or equivalent agreement is in effect between Customer and IBM, it is incorporated by reference into this Guarantee. Otherwise, the terms under the following headings of the IBM Statement of Limited Warranty (provided at the following address: http://www.ibm.com/systems/support/machine_warranties/index.html) ("SOLW") are incorporated by reference into this Guarantee: "Limitation of Liability", "Governing Law" and "Jurisdiction".
- d. To the extent of any conflict between the terms of this Guarantee and those of (i) the ICA or applicable equivalent agreement or (ii) the SOLW, the terms of this Guarantee prevail.

This Guarantee, including its incorporated terms, is the complete agreement regarding the IBM Storwize V7000 compression guarantee, and replaces all prior oral or written communications, representations, understandings, warranties, promises, covenants, and commitments between Customer and IBM regarding such guarantee. In entering into this Guarantee, neither party is relying on any representation that is not specified in the Guarantee. Additional or different terms in any written communication from Customer (such as a purchase order) are void.

Each party accepts the terms of this Guarantee by signing this Guarantee (or another document that incorporates it by reference) by hand or **<, where recognized by law,>** electronically. Once signed, (i) any reproduction of this Guarantee made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and (ii) IBM's provision of the IBM Storwize V7000 compression guarantee is subject to it.

Agreed to:

{Customer Legal Name} ("Customer")

Agreed to:

<IBM Legal Entity> ("IBM")

By _____

Authorized signature

Name (type or print):

Date:

Customer identification number:

Customer address:

By _____

Authorized signature

Name (type or print):

Date:

Guarantee number:

IBM address: