



## IBM ECM Block Hour Order Form

The Block Hour Purchase Program is designed to allow Customers to engage IBM ECM Lab Services (“IBM”) for activities of various project durations. This Block Hour Program delivers resources on a Time-and-Materials (hourly) basis over a 12-month period within the period indicated in the Conditions section of this Order. Please specify the desired block of hours by selecting the one most appropriate to your needs. This program delivers hours charged at a single rate that includes volume discounting based on the block of hours selected.

The work will be provided by IBM under the terms and conditions of the Agreement Name: \_\_\_\_\_; Agreement Number: \_\_\_\_\_; Agreement Date: \_\_\_\_\_; (“Agreement”).

IBM Project ID: \_\_\_\_\_

Blocks can be purchased in the following multiples:

Number of Hours	Dollars per hour	Total Cost	Check One
___ Hour Block	\$255 per hour	\$ _____	<input type="checkbox"/>
80 Hour Block	\$250 per hour	\$ 20,000	<input type="checkbox"/>
120 Hour Block	\$245 per hour	\$ 29,400	<input type="checkbox"/>

Block Hours may be applied (but are not limited) to assistance on such services as:

- |                                              |                                                              |
|----------------------------------------------|--------------------------------------------------------------|
| 1. General technical consulting              | 5. System administration                                     |
| 2. Requirements gathering                    | 6. SW Customization                                          |
| 3. SW Installation/Configuration/Integration | 7. Other services as specified upon resource assignment form |
| 4. Product and technical mentoring           |                                                              |

### Conditions:

- Blocks of Hours are to be prepaid, so you will be billed in advance for the Block indicated above. Payment of the invoice is due upon receipt of the invoice. In the event of late payment, IBM reserves the right to charge interest on amounts overdue. Prepayments on account are for future services to be determined and delivered at a later date. The applicable sales / use tax amounts will be invoiced separately when the services are rendered, along with applicable travel and living expenses. Notwithstanding any terms of the Agreement or any RFA, Blocks of Hours may not be cancelled and payment amounts are nonrefundable.
- Details regarding specific resources to be deployed will be provided in a separate Resource Assignment Form (“RAF”).
- Except for blocks of 80 or less hours, on-site hours are to be used in a minimum of 40-hour increments per person per visit, unless mutually agreed to per an individual RAF.

- d. As hours are delivered, they are deducted from the total number purchased. Unused hours on completed RAFs will be added back to the total number of unused hours purchased under this BHO, and documented via e-mails between IBM and you.
- e. Hours expire 12 months after the Start Date; unused hours are forfeited upon expiration.
- f. You acknowledge that a portion of the block hours purchased will be applied toward an IBM Project Manager.
- g. Services will be provided during normal business hours, \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. Monday through Friday in your time zone, except national holidays, unless otherwise specified.
- h. IBM reserves the right to subcontract services to technically qualified Consultants.
- i. You will be responsible for determining the work to be performed by the IBM resources during each engagement. IBM will work only on those tasks approved by you. Any recommendations IBM may provide in reference to the IBM system will be limited to the Services performed during each engagement, based specifically on the information then available to IBM and as made known to IBM by you. You will be responsible for the review and evaluation of any IBM recommendations, as well as all final decisions and implementations relating to, or resulting from, the IBM recommendations contained in any report.
- j. You agree to allow IBM and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors acting on IBM's behalf, IBM business partners who promote, market, and support certain IBM products and services, and assignees of IBM and its subsidiaries for uses consistent with our business relationship.
- k. Prior to making your facilities, software, hardware, networks or other similar resources available to IBM, you will obtain any licenses or approvals necessary for IBM or its subcontractors to use, access and modify such resources to the extent necessary for IBM to perform the Services, including the development of any Materials. IBM will be relieved of its obligations to the extent your failure to promptly obtain such licenses or approvals adversely affect IBM's ability to perform its obligations. If a third party asserts a claim against IBM as a result of your failure to promptly obtain these licenses or approvals, you agree to reimburse IBM for any costs and damages that IBM may reasonably incur in connection with such claim.
- l. The Services will be provided between a start date to be determined by both parties, which is no sooner than the date the agreement is executed by both parties, and currently estimated to be \_\_\_\_\_ ("Start Date"), and an end date twelve months after the start date of \_\_\_\_\_ ("End Date"), or on other dates mutually agreed to between you and IBM.
- m. This offer will expire on \_\_\_\_\_ ("Expiration Date") unless extended by IBM in writing.

In entering into this Block Hour Order Form, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or this Order Form, including, without limitation, the completion date, number 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.

Each of us agrees that the complete agreement between you and IBM about this transaction consists of: 1) this Block Hour Order Form and any Resource Assignment Forms and 2) the Agreement as identified above.

**Agreed to:**  
**Customer Legal Name**

**Agreed to:**  
**International Business Machines Corporation**  
**Armonk, New York**

By: \_\_\_\_\_  
Authorized signature

By: \_\_\_\_\_  
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date: