

Service Description

IBM Fast Data for Business

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1. Cloud Service

IBM Fast Data for Business (the Cloud Service) is a single-tenant cloud based service enabling clients to ingest, process and enrich, persist and archive, and distribute their data workloads. This offering is provided as a managed service in which IBM provides setup and operational support of the environment used by the client for their data workloads.

1.1 Editions

1.1.1 IBM Fast Data for Business – Grand

This offering supports workloads up to 3,000 peak events per second, up to 1 Terabyte of data transfer per month, up to 800 compute hours, up to 50 Terabytes of data stored in Object Storage, and up to 1 Terabyte of data stored in the Data Storage Cluster.

1.1.2 IBM Fast Data for Business – Extended

This offering supports workloads up to 18,000 peak events per second, up to 10 Terabyte of data transfer per month, up to 1600 compute hours, up to 200 Terabytes of data stored in Object Storage, and up to 5 Terabyte of data stored in the Data Storage Cluster.

1.1.3 IBM Fast Data for Business – Enterprise

This offering supports workloads up to 36,000 peak events per second, up to 100 Terabyte of data transfer per month, up to 10,000 compute hours, up to 1,000 Terabytes of data stored in Object Storage, and up to 14 Terabyte of data stored in the Data Storage Cluster.

1.2 Pay per Use – Additional Usage Services

Each of the following Additional Usage offerings can be used with the editions: IBM Fast Data for Business – Grand, IBM Fast Data for Business – Extended, or IBM Fast Data for Business – Enterprise. These are pay per use offerings and charged when usage exceeds the monthly allocation provided by the edition.

a. IBM Fast Data for Business – Data Movement – Additional Usage

This offering provides additional data movement usage measured in Gigabytes.

b. IBM Fast Data for Business – Transaction Volume – Additional Usage

This offering provides additional one Thousand Events Per Second processed.

c. IBM Fast Data for Business – Compute Workload – Additional Usage

This offering provides additional compute workload usage measured in Hours.

d. IBM Fast Data for Business – Object-based Storage – Additional Usage

This offering provides additional object-based storage usage measured in Terabytes.

e. IBM Fast Data for Business – Database Storage – Additional Usage

This offering provides additional database storage usage measured in Gigabytes.

1.3 Setup Services

1.3.1 IBM Fast Data for Business

This offering includes 300 hours of remotely delivered professional services to setup the Fast Data for Business cloud instance for the Client.

1.4 Remotely Delivered Services

1.4.1 IBM Fast Data for Business – Customization Services

This offering provides remotely delivered professional services to customize and extend the Fast Data for Business cloud instance for the Client.

2. Content and Data Protection

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=7CD8A2701E1811E7A5528B71511775D5>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

3. Service Level Agreement

IBM provides the following availability service level agreement ("SLA") for the Cloud Service as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within 3 business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

3.2 Service Levels

Availability of the Cloud Service during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 99.9%	2%
Less than 99%	5%
Less than 95%	10%

* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the Cloud Service in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month minus the total number of minutes of Downtime in a contracted month divided by the total number of minutes in the contracted month.

4. Technical Support

Technical support for the Cloud Service is provided via email. IBM's software as a service support guide available at https://www-01.ibm.com/software/support/saas_support_guide.html provides technical support contact and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

5. Entitlement and Billing Information

5.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- Engagement is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the Cloud Service. Sufficient entitlements must be obtained to cover each Engagement.
- Instance is a unit of measure by which the Cloud Service can be obtained. An Instance is access to a specific configuration of the Cloud Service. Sufficient entitlements must be obtained for each Instance of the Cloud Service made available to access and use during the measurement period specified in Client's PoE or Transaction Document.
- Thousand Events Per Second is a unit of measure by which the Cloud Service can be obtained. An Event is an occurrence of a specific event that is processed by or related to the use of the Cloud Service. Sufficient entitlements must be obtained to cover the number of Events per second that occurs during the measurement period specified in Client's PoE or Transaction Document.
- Hour is a unit of measure by which the Cloud Service can be obtained. Sufficient Hour entitlements must be obtained to cover the total number of whole or partial Hours of the Cloud Service used during the measurement period specified in Client's PoE or Transaction Document.
- Gigabyte is a unit of measure by which the Cloud Service can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- Terabyte is a unit of measure by which the Cloud Service can be obtained. A Terabyte is 2 to the 40th power bytes. Sufficient entitlements must be obtained to cover the total number of Terabytes processed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

5.2 Set-Up Charges

A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

5.3 Pay per Use Charges

A pay per use charge will be billed at the rate specified in the Transaction Document in the month following such use.

5.4 Remote Services Charges

A remote service charge will be billed at the rate specified in the Transaction Document for such remote service and will expire 90 days from purchase regardless of whether the remote service has been used.

5.5 Billing Frequency

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

5.6 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

6. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the PoE.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90 day period.

7. Additional Terms

7.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

7.2 Use of Third Party Services

The Cloud Service application layer and Client's data and content, if applicable, may be hosted on a third party cloud services infrastructure and platform not managed by IBM. The Cloud Service infrastructure, certain aspects of the Cloud Service platform, and related services, including: data center, servers, storage and network; application and data backup; firewall and threat detection; and APIs for application deployment, monitoring and operation (collectively, the "Third Party Cloud Platform Services") are hosted and managed by a third party provider. Accordingly, notwithstanding anything in this Service Description or the base services agreement under which this Cloud Service is provided (e.g. the Cloud Services Agreement) (the "Base Agreement"):

- a. Obligations of IBM relating to data security and data protection in the Base Agreement or in any terms associated with the Cloud Service do not apply to the Third Party Cloud Platform Services or to the Cloud Service to the extent dependent on the Third Party Cloud Platform Services. The Cloud Service may not be used for the transmission, storage or processing of any Protected Health Information or of any personal data of individuals residing in the European Union.
- b. If the provider of the Third Party Cloud Platform Services notifies IBM that it has withdrawn or terminated its services or IBM's or Client's access to such services, IBM may terminate the Cloud

Service immediately upon the effective date of such termination by the third party provider by providing notice of termination to Client.

- c. IBM makes no warranties or conditions, express or implied, and IBM will have no liability to Client regarding the Third Party Cloud Platform Services or to the Cloud Service to the extent dependent on the Third Party Cloud Platform Services.
- d. Client agrees to indemnify, defend and hold IBM harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to claims against IBM by the Third Party Cloud Platform Services provider) concerning: (a) Client's use of the Cloud Services; (b) breach of this Service Description, the Base Agreement or violation of applicable law by Client; (c) Client's content or the combination of Client's content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Client's content or by the use, development, design, production, advertising or marketing of Client's content; or (d) a dispute between IBM and Client.

7.3 As Is Warranty and Liability

NEITHER IBM NOR ANY OF ITS AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE OUTPUT OR RESULTS OBTAINED FROM OR THROUGH THE CLOUD SERVICE. ALL SUCH MATERIALS ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS.

NEITHER IBM NOR ITS AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY ERRORS OR OMISSIONS IN THE OUTPUT OR RESULTS OBTAINED FROM OR THROUGH THE CLOUD SERVICE OR CLIENT'S USE OR ACTIONS TAKEN IN RELIANCE ON THE SAME.