IBM Bluemix

1. Cloud Service Description

IBM Bluemix is an application development environment that delivers the speed and flexibility of a platform-as-a-service (PaaS). It allows developers to more quickly compose and build enterprise-grade applications for the cloud era by providing access to IBM’s vast software portfolio as composable services.

1.1 Bluemix UI

Upon acceptance by IBM, Client will be enabled to access the Cloud Service environment and will have the ability to access the Cloud Service portal, use available API and command line interfaces to deploy available applications, and leverage IBM APIs to build applications. The Bluemix online user interface, APIs, and command line interface are collectively referred to as the “Bluemix UI” and may be presented only in English. A catalog of additional services will be provided that Client can add to Client’s account via the Bluemix UI.

Through the Bluemix UI, Client can authorize other users to collaborate with Client on Client’s applications. That authorization may include the ability for those users to deploy applications, select additional services, and otherwise incur expenses associated with Client’s account. Client is responsible for any actions of users Client has authorized and any associated charges.

1.2 Bluemix Services

Additional services are subject to the Cloud Services Agreement and this Service Description. A service may provide its own Service Description, available through the Bluemix UI, which may provide additional or different terms that override inconsistent provisions in this Service Description. For example, a Service Description may provide a different service level commitment, unique security provisions, or identification of enabling software. Some non-IBM services will be subject to their own license terms and not be subject to the Cloud Services Agreement. Deployment and use of additional services constitutes agreement with the terms associated with the relevant services in the Bluemix UI.

The documentation for Bluemix and any additional services may include usage guidelines and/or limitations to preserve the performance, responsiveness, or integrity of the Bluemix platform. Client agrees to use Bluemix and the additional services in compliance with those guidelines and understand that applications that violate these guidelines may be terminated automatically by the system or by Bluemix system administrators.

The Bluemix Cloud Service, and the individual services available through it are offered on a month-to-month basis. IBM will provide Client at least 30 days notice on the Bluemix site of any changes to this Service Description, the Service Description for an additional service, or withdrawal of an additional service. Client’s continued use of Bluemix or the additional service after the change effect date constitutes acceptance of the changed pricing or terms.

1.3 Client’s Applications

Client may not resell access to the Cloud Service or any additional services to any third party. However, Client may use the Cloud Service and any additional services to create and make available Client’s applications based on these services to Client’s users. IBM may use cookies and tracking technologies to collect information related to the use of the Cloud Service in gathering usage statistics and information designed to help improve user experience and/or to tailor interactions with users in accordance with http://www-01.ibm.com/software/info/product-privacy/index.html. Client is responsible to have appropriate agreements in place with Client’s users and are responsible for their use of Client’s applications, including content they provide. Except to the extent that such is part of a valid indemnity claim under the “Liability and Indemnity” Section of the Cloud Services Agreement, Client is solely responsible for any liability for damages or losses Client’s users may incur as a result of using Client’s applications.

1.4 Compliance with Laws

Client is responsible for compliance with all laws, regulations, and contractual terms applicable to any services Client utilizes, applications Client develops, or data Client accesses or distributes. To the extent
that IBM requires rights to process content or data as requested by Client or Client’s users, Client is responsible for obtaining those rights prior to providing that content or data. For Client’s applications where Client permits Client’s users to log into Client’s application using Facebook, Google, or other third party user credentials, these rights include permission from Client’s user for IBM to receive and process their email address, account ID, display name, telephone number, a URL to their profile picture, or other identifying information that is provided by that third party service. Client understands that IBM may use global resources (non-permanent residents used locally and personnel located world-wide) to remotely support the delivery of Bluemix and the additional services. Client agrees not to provide any content or data which is controlled as a defense article under the US International Traffic in Arms Regulations (ITAR) or under any other country’s laws or regulations or which requires an export license or is otherwise restricted from export to any personnel under applicable export control laws.

2. Security Description

This Cloud Service follows IBM’s data security and privacy principles for IBM SaaS which are available at https://www.ibm.com/cloud/resourcecenter/content/80 and any additional terms provided in this section. Any change to IBM’s data security and privacy principals will not degrade the security of the Cloud Service.

The Cloud Service does not have any regulatory compliance certifications at this time.

3. Service Level Agreement

IBM provides the following availability service level agreement (SLA) for IBM branded service (Service) instances and runtime (Runtime) instances from the Bluemix catalog of offerings. The SLA does not apply to third party services that are subject to a third party agreement. The SLA is available only to Client that is compliant with the agreement terms and does not apply to beta, experimental or Bluemix offerings provided at no charge. The SLA is not a warranty.

3.1 Service Level

IBM provides a 99.95% availability service level for Service instances and Runtime instances that have been configured for high availability and are distributed across two Bluemix regions during a contracted month. Downtime is the total accrued minutes where Client is unable to connect to at least one of two Service instances, or to at least one of two Runtime instances (Downtime), and is measured from the time Client reported an outage event until the time at least one of the affected instances is available for use as validated by IBM system records.

3.2 Availability Credits

If Client believes an availability credit is due in any contracted month, Client must submit a SLA claim within seven days after the end of such month documenting Services or Runtime outages and include information to identify affected instances, error messages or other information necessary to identify and validate the claim. Reference IBM support tickets, if applicable. Client must submit all claims by emailing billing@bluemix.net.

Compensation for a valid SLA claim will be a credit Client can apply to future Bluemix use. The credit will be the highest applicable compensation based on the cumulative availability of the affected Services or Runtimes during a contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 25% of the monthly charge for the affected Services or Runtimes.

<table>
<thead>
<tr>
<th>Availability during a contracted month</th>
<th>Compensation (% of monthly charge that is the subject of a claim)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 99.95%</td>
<td>10%</td>
</tr>
<tr>
<td>&lt; 99.90%</td>
<td>25%</td>
</tr>
</tbody>
</table>

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.

3.3 Exclusions

Downtime does not include time related to a scheduled or announced maintenance outage; causes beyond IBM’s control; problems with Client or community content or technology, designs or instructions; non-IBM buildpacks; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing.

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4. **Entitlement and Billing Information**

4.1 **Charges and Billing**

4.1.1 **Pay As You Go**

There is no charge for access to the Bluemix platform. Additional services available through Bluemix may have charges associated with them. If they do, the pricing metric (the unit measured by the service) will be described in the service’s Service Description. The service may identify a “lite plan”, which is a level of use or a configuration of the service for which no charge is made. Use above that level or use of other configuration will incur the charges identified for the service.

For lite plan runtimes, those that have been left running, unmodified, for 10 or more days may be suspended automatically by the system. Any other service that Client has deployed but has not used for 45 or more days may be deleted by the system.

Certain services charge on a monthly usage metric which bases the fee on a unit of service that is used for an entire month. Use or deployment of that service for less than a month will be pro-rated based on the number of days in the month. For all other metrics, all partial usage is rounded up to a full unit of measure.

4.1.2 **Subscription**

In addition to Pay As You Go, Bluemix offers a Subscription through which, in exchange for a committed usage level on the Bluemix platform over the chosen Subscription period, Client can obtain a discount off the usage charges incurred for eligible Bluemix services. Usage charges for Bluemix services over and above the committed usage level will be billed, in arrears, as a Subscription overage.

To provide usage flexibility, Subscription periods are divided into 12 month cycles (or if less than 12 months remain on the Subscription period, the remaining number of months as a cycle). Usage credits that are paid in advance or are associated with that cycle can be used any time during that cycle. Subscription overages will not be billed until all usage credits that are prepaid or are associated with that cycle are consumed. Usage credits unused at the end of a cycle are forfeited.

Subscriptions for Bluemix may not be canceled during their term and auto-renew at the end of their term at the same usage commitment for the same Subscription period. To prevent automatic renewal, Client must provide IBM ninety days written notice of cancellation prior to the end of the current Subscription period.

4.2 **Trial Period**

Client’s account may be eligible for a 30 day Trial period during which charges for IBM provided services are waived. If Client has administrative authority over an account, Client may upgrade it from Trial to production at any time. If an account is not upgraded prior to the expiration of the Trial period, the account will be disabled until it is upgraded. Service Level Commitments, if any, do not apply during the Trial period. Otherwise, all other terms apply.

5. **Technical Support**

Technical support for IBM Bluemix is available three ways:

5.1 **Free Support**

All customers of Bluemix are provided Free Support. A consumer of resources provided by the platform can go to Stack Overflow (stackoverflow.com/questions/tagged/bluemix) or the DeveloperWorks Forum (https://developer.ibm.com/bluemix) and post a question about any item found in the Bluemix product. Questions posted to the forum are not provided an SLA for response or a commitment to fix. Free Support does not entitle access to our Support Ticket System. All questions or issues are addressed in the Forum.

If Client has not purchased support and finds an issue which Client feels is a defect, Client can submit a query at http://ibm.biz/bluemixsupport. These issues will be taken on a first come basis and there is no guaranteed response.

5.2 **Standard Support**

Standard Support is priced at a standard percentage of Client’s Bluemix usage charges (exclusive of any discount which is available through a Subscription offering) with a minimum per-month fee, as more fully described on the Bluemix website.

Customers have access to Standard Support through two ways.
● 30 Day Trial user

● At any point after the 30 day Trial, by ordering Standard Support for Client’s account, by contacting Client’s IBM Sales Representative. Support subscriptions auto-renew at the end of the term for the same term. To prevent automatic renewal, Client must provide IBM ninety days written notice of cancellation prior to the end of the current Support subscription period.

Standard Support customers can open tickets in IBM’s Support Ticketing System. Our dedicated support team will triage the ticket based on the initial severity defined by the customer, subject to IBM’s confirmation of the actual severity level.

All tickets opened by Standard Support customers are investigated with the purpose of identifying root cause. When problem diagnostic data is needed to isolate an issue, Client will be asked if we do have Client’s approval to access logs and other problem determination data from Client’s application to help determine root cause. Not providing access to this data may delay problem resolution. Once root cause analysis is complete, the team will take one of the following actions:

a. Root cause is an IBM Generally Available Service

   If a ticket is opened and the root cause analysis determined that this is a defect in the IBM provided Generally Available service, the ticket will be provided attention based on the severity set by the customer and as confirmed by IBM.

b. Root cause is an IBM Beta Service

   IBM will release services that are classified as Beta. This helps the development and Marketing teams assess the value of the service in the market and make adjustments before making the service Generally Available. If a ticket is opened and the root cause analysis determines that there is a defect in an IBM provided Beta service, then IBM is not obligated to provide a fix. Additionally, the ticket would be handled with a severity 3 or 4 where applicable.

c. Root cause is an Experimental Services

   IBM will release services that are classified as Experimental. These services are maybe unstable, change frequently and maybe discontinued with short notice. Services identified as Experimental will be support via our Bluemix forum only.

d. Root cause is a Third Party Service

   Third party services are provided by vendors outside of IBM. They can be provided by individual software entities, partners or ISVs. If a ticket is opened and the root cause analysis determines that there is a defect in a Third Party Service, then IBM is not obligated to provide a fix.

e. Root cause is an Open Source or Community Service

   Open Source or Community services are provided by open source communities outside of IBM. If a ticket is opened and the root cause analysis determines that there is a defect in a Community Service, then IBM is not obligated to provide a fix. Additionally, IBM will close the ticket and refer the customer to the community or forum for support.

5.2.2 Technical Support Details

Technical Support hours are defined in the SaaS Support Handbook on the Client Success Portal at: https://cloudoe.support.ibmcloud.com/ics/support/mylogin.asp?splash=1

After Hours Support (outside of the regular operating hours stated above) is available only for Severity 1 issues.

To get assistance:

● In Bluemix file a ticket by clicking on ‘Get help’ within the Bluemix profile. Clients that have not purchased support will be limited to submitting a severity 4 ticket and responses are not guaranteed.

● In Bluemix file a ticket and check on its status by clicking on ‘Account’ within the Bluemix Profile, then click ‘Support’.

● Access the support web portal: https://support.ibmcloud.com using Client’s Bluemix ID

● For existing tickets, Client can simply reply to the email sent by Bluemix Support

The Client defines the severity of the issue based on their business needs, subject to confirmation by IBM that the severity level is accurate.
### Severity Definition

<table>
<thead>
<tr>
<th>Severity</th>
<th>Severity Definition</th>
<th>Response Time Objectives</th>
<th>Response Time Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Critical business impact/service down: Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution. Severity 1 issues require that the client will be available to help us diagnose issues during the 24X7 period otherwise, they are downgraded to severity 2.</td>
<td>Within 1 hour</td>
<td>24x7</td>
</tr>
<tr>
<td>2</td>
<td>Significant business impact: A service business feature or function of the service is severely restricted in its use or Client is in jeopardy of missing business deadlines.</td>
<td>Within 2 business hours</td>
<td>M-F business hours defined above</td>
</tr>
<tr>
<td>3</td>
<td>Minor business impact: Indicates the service or functionality is usable and it is not a critical impact on operations.</td>
<td>Within 4 business hours</td>
<td>M-F business hours defined above</td>
</tr>
<tr>
<td>4</td>
<td>Minimal business impact: An inquiry or non-technical request</td>
<td>Within 1 business day</td>
<td>M-F business hours defined above</td>
</tr>
</tbody>
</table>

### 5.3 Garage Services

Garage services can help Client speed Client’s adoption of the Bluemix platform. Garage services are negotiated individually with each customer where scope, duration and description of service will be agreed upon and a contract will be written. If interested:

- Please complete the form at [https://www.ibm.com/cloud-computing/bluemix/garage/](https://www.ibm.com/cloud-computing/bluemix/garage/)
- Send email to sales@bluemix.net
- Call 1-844-BLUEMX or 1-267-238-3490

### 6. Safe Harbor Framework

The Cloud Service does not comply with the US-EU and US-Swiss Safe Harbor Frameworks.

### 7. Enabling Software

Bluemix and the additional services may provide enabling software which is intended to be used to access the services. Unless other terms are provided in the individual services Service Description, Client may use the enabling software only associated with Client’s use of the Cloud Service in the manner described in the documentation, for the length of the term of the Cloud Service. To the extent that the enabling software contains sample code, Client has the additional right to make derivative works of the sample code and use them consistent with this grant. The enabling software is provided subject to the Service Level Agreement, if any, as a component of the Cloud Service, but is otherwise provided “AS IS”.

### 8. Beta / Experimental Services

Some of the services available within Bluemix may be provided as a Beta or as an Experimental Service. Beta or Experimental Services will be identified as such in the Bluemix UI. Unless the Beta or Experimental Service provides different terms, those Services are subject to the following:

a. The Beta / Experimental Service is a Cloud Service IBM is developing and testing. Client is authorized to use the Beta / Experimental Service during the specified period for the purpose of evaluating its functionality and to provide feedback to IBM or the third party service provider. IBM may provide additional supporting details and information that apply to Client’s access and use of a Beta or Experimental Service.

b. Beta / Experimental services may not comply with the normal Bluemix security practices and do not comply with the US-EU and US-Swiss Safe Harbor Frameworks and are not designed to comply with any specific governmental regulation or specific security measures. Client agrees not to input content that may be subject to any such regulations or required additional security measures.

c. The Beta / Experimental Service may not be at a level of performance or compatibility of generally available services IBM markets and is not fully tested, including any data protection and security
features. Beta / Experimental Services are not designed for use in a production environment or for commercial purposes and any such use is at Client’s own risk. IBM does not guarantee it will make a Beta or Experimental Service or any similar services available, or if made available, it will be similar to the Beta / Experimental Service. If a generally available service is offered, IBM is under no obligation to offer migration capabilities or services.

d. Generally there are no charges for use of a Beta / Experimental Service unless specified otherwise by IBM or a third party service provider. If any authority imposes a custom, duty, tax (including withholding tax), levy or fee for the import or export, transfer, access or use of a Beta or Experimental Service or third party service, then Client is responsible to pay any such amount imposed.

e. Client may use a Beta / Experimental Service for the period IBM specified or until IBM withdraws or terminates the Beta / Experimental Service. Client may terminate use of a Beta / Experimental Service at any time by notifying IBM. Client is responsible to remove any of Client’s proprietary content Client wishes to retain prior to expiration or termination of a Beta / Experimental Service. IBM may at any time suspend, revoke, limit or refuse participation in or use of a Beta / Experimental Service. Content may be destroyed upon the expiration or cancellation of the Beta / Experimental Service unless specific migration to the related generally available Cloud Services is available.

f. IBM may in its reasonable discretion, change the terms applicable to a Beta / Experimental Service, modify the computing environment, or withdraw features of a Beta / Experimental Service, in whole or in part by providing notice. Continued use is Client’s acceptance of any such change. If Client does not accept a change, Client is responsible to discontinue use upon such notice.

g. If there are no charges, IBM’s entire liability for all claims in the aggregate arising from Client’s use of a Beta / Experimental Service acquired hereunder will not exceed the amount of any actual direct damages up to U.S. $1,000.00 (or equivalent in local currency). Beta / Experimental Services are provided without warranties of any kind.

h. Client agrees IBM may use all feedback and suggestions Client provides. IBM may use cookies and tracking technologies to collect personally identifiable information in gathering usage statistics and information designed to help improve user experience and/or to tailor interactions with users in accordance with http://www-01.ibm.com/software/info/product-privacy/index.html. Where required by applicable law, Client has notified the users and obtained their consent to do all of the above.