IBM Db2 Warehouse on Cloud Paygo

Except as noted below, the terms of the IBM Bluemix Service Description apply.

1. **Cloud Service Description**

IBM Db2 Warehouse on Cloud is a managed service which assists in the development of online analytical application processing. The service includes a database that stores user data in a structured format. This database can be accessed and modeled according to the user’s requirements through the service’s console. The service’s console allows users to create tables, load data into the tables and query the data loaded by the user. Tools and environments to help develop, store and share analytical reports are included with the service. The service includes samples and documentation to help create the online analytical applications.

1.1 **IBM Db2 Warehouse on Cloud Entry**

One dedicated schema per service Instance on a shared server.

1.2 **IBM Db2 Warehouse on Cloud SMP Small Paygo**

One database per service Instance on a dedicated server with 64GB RAM, 16 vCPUs.

1.3 **IBM Db2 Warehouse on Cloud SMP Medium Paygo**

One database per service Instance on a dedicated bare metal server with 256GB RAM, 32 Cores.

1.4 **IBM Db2 Warehouse on Cloud Large Paygo**

One database per service Instance on a dedicated bare metal server with 256GB RAM, 32 Cores.

1.5 **IBM Db2 Warehouse on Cloud MPP Small Paygo**

One database per service Instance on a dedicated bare metal server node with 256GB RAM, 24 Cores per node.

2. **Security Description**

This Cloud Service may be used to process content that contains personal data if Client, as the data controller, determines that the technical and organizational security measures are appropriate to the risks presented by the processing and the nature of the data to be protected. Client recognizes that this Cloud Service does not offer features for the protection of sensitive personal data or data subject to additional regulatory requirements. Client acknowledges that IBM has no knowledge of the types of data that have been included in the content, and cannot make an assessment as to the suitability of the Cloud Services or the security protections which are in place.

The Cloud Service may not be used for the transmission or storage of any Protected Health Information (PHI) protected under the Health Information Portability and Accountability Act of 1996 (HIPAA) unless (a) IBM and Client have entered into an applicable Business Associate Agreement, and (b) IBM provides Client with express written confirmation that the Cloud Service can be used with PHI. If both conditions are met, then notwithstanding the above paragraph, the Cloud Service may be used to process content that contains PHI if Client, as the data controller determines that the technical and organizational security measures are appropriate to the risks presented by the processing and the nature of the data to be protected. In no event shall the Cloud Service be used for processing PHI as a health care clearinghouse within the meaning of HIPAA.

2.1 **Additional Security Terms**

2.1.1 **User Management**

These terms do not apply to the IBM Db2 Warehouse on Cloud Entry plan. When the Cloud Service is provisioned, a single administrative user is created for Client. The Db2 console provides administrative users the ability to create additional users. Client is wholly responsible for managing the users defined via the console and the level of access assigned to them.

2.1.2 **Direct access to the Cloud Services data store**

Both administrative and regular users are able to directly access the Cloud Service data store using IBM Db2 client programs run outside the Cloud Service. Client is wholly responsible for ensuring that such
access is secured according to Client's requirements. For example, Client may configure the clients such that SSL is used to protect network traffic.

2.1.3 **Table level access control**

The Cloud Service allows Client to manage the access rights associated with some database objects, such as tables. Client is wholly responsible for assigning, managing and reviewing these access rights.

2.1.4 **Encryption**

The Cloud Service databases are automatically encrypted. The encryption uses Advanced Encryption Standard (AES) in Cipher-Block Chaining (CBC) mode with a 256 bits key. Also, database backup images are automatically compressed and encrypted. Backup images are encrypted using AES in CBC mode with 256 bit keys.

3. **Entitlement and Billing Information**

3.1 **Charge Metrics**

The Cloud Service is offered in accordance with the following charge metric:

**Instance** – An instance is access to a specific configuration of the Cloud Service. Client will be charged for each instance of the Cloud Service that is deployed during the billing period.

3.2 **IBM Db2 Warehouse on Cloud Entry Entitlement Requirements**

IBM Db2 Warehouse on Cloud Entry is made available on a "Free Tier" basis that incurs no charges up to the level stated in the catalog. Use above that level will incur charges on a Pay As You Go basis.

3.3 **Partial Monthly Charges**

Each Instance is billed on a monthly basis. Partial month deployment/usage will be pro-rated.

4. **Beta Functions**

Some functions, features or components of the Cloud Service are early release or preview technology, and may be identified within the Cloud Service as "Beta" ("Beta Functions"). These Beta Functions may be used as part of Client's permitted use of the Cloud Service, subject to the limitations and conditions of this section. Use of Beta Functions is at Client's own risk and provided without obligation of support of any kind. Beta Functions are provided "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF TITLE, NONINFRINGEMENT OR NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Beta Functions may not be made generally available by IBM as or in any product or offering. IBM may withdraw or terminate access to Beta Functions at any time, without notice. Client should take precautions to avoid any loss of data that might result when the Beta Functions can no longer be used. Any feedback or suggestions regarding the Beta Functions provided by Client to IBM may be freely used, copied, modified, and incorporated in the development, distribution, deployment and sale of IBM's products and services.

5. **Beta Service Terms and Conditions**

If a Cloud Service is designated "beta" or "early release" (a "Beta Service"), the following terms apply to the Beta Service in addition to the Beta Service terms of the IBM Bluemix Service Description:

5.1 **Confidentiality**

Client agrees to treat the following as "IBM Confidential Information" regardless of whether they contain restrictive markings indicating the confidential nature thereof or have been identified as IBM Confidential Information prior to disclosure: (a) the Beta Service, (b) any information provided to Client by IBM with regard to the Beta Service including, but not limited to, Beta Service-related materials such as specifications, plans, trends, strategies, benchmarks, performance characteristics, comparisons and other assessments of the Beta Service, (c) any information related to Client's access to the Beta Service including, but not limited to, passwords or other access codes, and (d) all data, feedback, suggestions and/or written materials that Client provides to IBM related to the Beta Service. Client is authorized to use the IBM Confidential Information for the purpose for which it was disclosed or otherwise for the benefit of IBM. Notwithstanding any other terms of this Agreement, Client agrees not to communicate, publish, disseminate or otherwise discuss with or disclose to any third party the IBM Confidential Information (including but not limited to articles, papers or other written materials pertaining to the IBM Confidential Information) prior to IBM making such IBM Confidential Information publicly available without a non-disclosure obligation.
Client agrees to use the same care and discretion to avoid disclosure of the IBM Confidential Information as Client uses with Client's own similar information that Client does not wish to disclose, but in no event will such degree of care be less than reasonable care. Client's obligations with respect to the IBM Confidential Information will continue for a period of two years from Client's receipt of the IBM Confidential Information. Client agrees not to disclose to IBM any information that is considered confidential or proprietary to Client or any third party except under a signed, separate, written confidentiality agreement. Notwithstanding the existence of any confidentiality or other agreement Client may have with IBM pertaining to confidential information, the preceding paragraphs will govern the treatment of the IBM Confidential Information.

6. **Use of Compiled Data**

IBM may monitor Client's use of the Cloud Service, for the purpose of IBM's internal research, testing and development of improvements or enhancements to the Cloud Service or for the development of new services or to provide Client additional services that provide a more tailored and meaningful experience for users. In doing so, IBM may compile and analyze, in aggregated and anonymized format, summary information reflecting the use of the Cloud Service by Client's authorized users, and may prepare reports, studies, analysis and other work product resulting from this compilation and analysis (collectively the "Compiled Data"). IBM retains ownership rights in and to the Compiled Data.

7. **Technical Support**

7.1 **Included Technical Support**

7.1.1 **IBM Db2 Warehouse on Cloud Entry**

IBM provides basic level support at no additional charge for the Cloud Service.

7.1.2 **All other IBM Db2 Warehouse on Cloud PayGo Offerings**

IBM provides Advanced support (formerly known as Standard Support) at no additional charge for the Cloud Service.

8. **Privacy Shield**

This Cloud Service is included in IBM's Privacy Shield certification and applies when Client chooses to have the Cloud Service hosted in a data center located in the United States. The IBM Privacy Shield Privacy Policy applies to this offering, and is available here: [http://www.ibm.com/privacy/details/us/en/privacy_shield.html](http://www.ibm.com/privacy/details/us/en/privacy_shield.html).

9. **Enabling Software**

The Cloud Service requires the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service. Enabling software is provided to Client under the following terms:

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<th>Enabling Software</th>
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