IBM Cloud Services Agreement

IBM Cloud Service Description: IBM Bluemix Dedicated

The following is the Service Description for your Order:

1. **Cloud Service**

   The Cloud Service offering is described below and is specified in an Order Document for the selected entitled offerings. The Order Document will consist of the provided Quotation and the Proof of Entitlement (PoE) which confirms the start date and term of the Cloud Services. Invoicing will commence following provisioning of the Cloud Service.

1.1 **IBM Bluemix Dedicated**

   IBM will set up and maintain a private environment for the ordered IBM Bluemix components at an IBM hosting facility. This will be a dedicated environment in which you may execute the identified Bluemix services and runtimes.

   You must separately obtain a subscription to the public IBM Bluemix offering for a term equal to that for its order for Bluemix Dedicated. For services and runtimes executed in the dedicated environment, there are no usage charges as those are covered by the fees associated with the dedicated environment itself. All other terms associated with those services in the public IBM Bluemix offering continue to apply.

   Your users may access the dedicated environment through a VPN secure tunnel. IBM will provide the necessary VPN infrastructure on the application side. You will be responsible for providing the necessary VPN infrastructure on the user side.

   Bluemix operational staff will deploy all releases and software updates to your instances of Bluemix and related services on approximately the same schedule as those releases and software updates are made to the public instance of Bluemix.

1.2 **Optional Features**

   Bluemix Dedicated components may indicate a specific configured capacity (such as gigabytes or transactions per second). Since actual capacity in practice for any configuration of the Cloud Service varies depending on many factors, the actual capacity in practice may be more or less than the configured capacity.

   a. **IBM Bluemix Dedicated Cloudant 1.6 TB Capacity** – An environment that permits execution of a private version of the IBM Cloudant NoSQL Database for Bluemix within the dedicated environment with a design capacity of 1.6 terabytes.

   b. **IBM Bluemix Dedicated Runtimes 128 GB Capacity** – An environment that permits deployment and execution of any of the runtimes available in Bluemix with a cumulative memory capacity of 128 gigabytes.

   c. **IBM Bluemix Dedicated Runtimes 16 GB Capacity** – An extension of the IBM Bluemix Dedicated Runtimes environment to provide an additional 16 gigabytes of memory capacity.

   d. **IBM Bluemix Dedicated Data and Session Cache 50 GB Capacity** – An environment that permits deployment and execution of Data Cache and Session Cache instances up to a cumulative capacity of 50 gigabytes.

   e. **IBM Bluemix Dedicated Direct Link 1 Gbps Capacity** – A dedicated network link directly to the appropriate Softlayer network point of presence designed for data transfers of up to 1 gigabits per second.

   f. **IBM Bluemix Dedicated Direct Link 10 Gbps Capacity** – A dedicated network link directly to the appropriate Softlayer network point of presence designed for data transfers of up to 10 gigabits per second.

2. **Entitlement and Billing Information**

2.1 **Charge Metrics**

   The Cloud Services are made available under one of the following charge metrics as specified in the Order Document:

   a. 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 your Proof of Entitlement (PoE) or Transaction Document.

2.2 Charges and Billing
The amount payable for the Cloud Service is specified in an Order Document.

2.3 Partial Month Charges
The partial month charge is a pro-rated daily rate. The partial month charges are calculated based on the remaining days of the partial month starting on the date you are notified by IBM that your access to the Cloud Service offering is available.

3. Term and Renewal Options
3.1 Term
The term of the Cloud Service begins on the date that IBM notifies you that you have access to the Cloud Service, as described in the Order Document. The PoE portion of the Order Document will confirm the exact date of the start and end of the term. You are permitted to increase your level of use of the Cloud Service during the term by contacting IBM or your IBM Business Partner. We will confirm the increased level of usage in the Order Document.

3.2 Cloud Services Term Renewal Options
Your Order Document will set forth whether the Cloud Service will renew at the end of the term, by designating the term as one of the following:

3.2.1 Automatic Renewal
If your Order Document states that your renewal is automatic, you may terminate the expiring Cloud Service term by written request, at least 90 days prior to the expiration date of the term that is set forth in the Order Document. If IBM or your IBM Business Partner does not receive such termination notice by the expiration date, the expiring term will be automatically renewed for either a one year term or the same duration as the original term as set forth in the PoE.

3.2.2 Continuous Billing
When the Order Document states that your billing is continuous, you will continue to have access to the Cloud Service following the end of your term and will be billed for the usage of the Cloud Service on a continuous basis. To discontinue use of the Cloud Service and stop the continuous billing process, you must provide IBM or your IBM Business Partner with 90 days written notice requesting that your Cloud Service be cancelled. Upon cancellation of your access, you will be billed for any outstanding access charges through the month in which the cancellation took effect.

3.2.3 Renewal Required
When the Order Document states that your renewal type is “terminate”, the Cloud Service will terminate at the end of the term and your access to the Cloud Service will be removed. To continue to use the Cloud Service beyond the end date, you must place an order with your IBM sales representative or IBM Business Partner to purchase a new subscription term.

4. Technical Support
Technical Support for services executed in the dedicated environment is included for no additional charge with this Bluemix Dedicated offering. A description of the support offering is found in the IBM Bluemix Service Description in the section titled Standard Support. The description of how charges are calculated for Standard Support does not apply to this Bluemix Dedicated offering.

5. Safe Harbor Compliance
IBM has not determined compliance of this Cloud Service with the US-EU and US-Swiss Safe Harbor Frameworks.

6. Additional Information
6.1 Derived Benefit Locations
Where applicable, taxes are based upon the location(s) you identify as receiving benefit of the Cloud Services. IBM will apply taxes based upon the business address listed when ordering a Cloud Service as the primary benefit location unless you provide additional information to IBM. You are responsible for keeping such information current and providing any changes to IBM.
6.2 No Personal Health Information
The Cloud Service is not designed to comply with HIPAA and may not be used for the transmission or storage of any Personal Health Information.

6.3 Cookies
You are aware and agree that IBM may, as part of the normal operation and support of the Cloud Service, collect personal information from you (your employees and contractors) related to the use of the Cloud Service, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our Cloud Service for the purpose of improving user experience and/or tailoring interactions with you. You confirm that you will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from your employees and contractors to access, update, correct or delete their collected personal information.