IBM Bluemix Dedicated

This Service Description describes the Cloud Service IBM provides to Client. Client means and includes the company, its authorized users or recipients of the Cloud Service.

1. Cloud Service

   The Cloud Service offering provided by IBM is described below. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1.1 IBM Bluemix Dedicated

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

   Client 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.

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

   Bluemix operational staff will deploy all releases and software updates to Client’s instances of Bluemix and related services. The update will be scheduled in advance with the appropriate notification. Specifics regarding maintenance can be found at http://www.ng.bluemix.net/docs/overview/maintainlocal.html, which may be updated by IBM from time to time.

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.

   g. IBM Bluemix Dedicated dashDB Enterprise 64.1 - One database per service instance on a dedicated server with 64GB RAM, 16 vCPUs. Recommended for up to 1 TB of pre-load data, based on typical compression.

   h. IBM Bluemix Dedicated dashDB Enterprise 256.4 - One database per service instance on a dedicated bare metal server with 256GB RAM, 32 Cores. Recommended for up to 4 TB of pre-load data, based on typical compression.
IBM Bluemix Dedicated dashDB Enterprise 256.12 - One database per service instance on a dedicated bare metal server with 256GB RAM, 32 Cores. Recommended for up to 12 TB of pre-load data, based on typical compression. This is a storage dense plan suitable for environments where data volumes are higher and queries need not run at in-memory speeds.

IBM Bluemix Dedicated API Management 1000 API Calls Capacity – An environment that permits execution of a private version of IBM API Management for Bluemix within the dedicated environment with a capacity of 1000 API calls per second.

IBM Bluemix Dedicated API Management 500 API Calls Capacity - An environment that permits execution of a private version of IBM API Management for Bluemix within the dedicated environment with a capacity of 500 API calls per second.

IBM Bluemix Dedicated Community Services - An environment that permits deployment and execution of Bluemix Community Services up to a total of 50 Instances for EACH community service.

IBM Bluemix Dedicated Hardware Firewall - High Availability - A redundant 1 gigabit per second hardware firewall configured for protection for single, multiple, or all servers on same VLAN within the Dedicated environment.

IBM Bluemix Dedicated 1Gbps Vyatta VPN Configured for High Availability - A 1 gigabit per second Vyatta VPN configured for High Availability for use by the Dedicated environment.

IBM Bluemix Dedicated Instance One-Time Set Up - A one time charge for deploying and configuring Client’s Dedicated Bluemix Environment.

IBM Dedicated MQ Light PR 30 Capacity - An environment that permits deployment and execution of MQ Light instances up to a total capacity of 30 service instances.

### 2. 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 Dedicated 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.

#### 2.1 Service Level

IBM provides a 99.5% availability service level for Service instances and Runtime instances provisioned in a single Bluemix Dedicated environment during a contracted month. Downtime is the total accrued minutes where Client is unable to connect to such Service instance, or to at least one of two Runtime instances (Downtime), and is measured from the time of Client reported outage event until the time the affected instance is available for use as validated by IBM system records.

IBM provides a 99.95% availability service level for Services and Runtimes that have been configured for high availability and are distributed across two Bluemix Dedicated environments 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.

#### 2.2 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 the Service 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 Service or Runtime 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 Service or Runtime.

<table>
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<tr>
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<th>Single Dedicated Environment Availability during a contracted month</th>
<th>Two Dedicated Environments Availability during a contracted month</th>
<th>Compensation (% of monthly charge that is the subject of a claim)</th>
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<tr>
<td>Compensation</td>
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| < 99.5% | < 99.95% | 10% |
| < 99.0% | < 99.90% | 25% |

* If the Cloud Service was acquired from an IBM Business Partner, the monthly charge 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%.

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.

2.3 **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.

3. **Entitlement and Billing Information**

3.1 **Charge Metrics**

The Cloud Services are made available under one of the following charge metrics as specified in the Transaction 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 Client’s Proof of Entitlement (PoE) or Transaction Document.

3.2 **Charges and Billing**

The amount payable for the Cloud Service is specified in an Transaction Document.

3.3 **Partial Month Charges**

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

4. **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.

5. **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.

6. **Safe Harbor Compliance**

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

7. **Additional Information**

7.1 **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.

7.2 **Cookies**

Client is aware and agree that IBM may, as part of the normal operation and support of the Cloud Service, collect personal information from Client (Client’s 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 Client. Client confirms that Client 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 Client’s employees and contractors to access, update, correct or delete their collected personal information.

7.3 Data Collection

In the Bluemix Dedicated environment, IBM may collect data about system state including logins by Client’s users (developers/operators) who deploy and operate Client’s applications on Bluemix, IP addresses of components, machines on which applications are deployed, health of components, capacity of the environment, communication between components, changes to components and the environment, usage/metering of resources and services, component logs, etc. IBM will not collect or access data stored by applications, services, or end users who access the applications developed and deployed by Client or other personally identifiable end customer information. All data is used solely for the purpose of supporting the specific environment, which includes assuring the security, availability, performance, capacity and health of that environment. This data will not be used or shared for other purposes.