

## Service Description

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### IBM Business Process Manager on Cloud

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

#### 1. Cloud Service

##### 1.1 Offerings

The Client may select from the following available offerings.

##### 1.1.1 IBM Business Process Manager on Cloud

IBM Business Process Manager on Cloud is a software-as-a-service solution that provides a business process management platform for visibility and management of business processes. The Cloud Service includes process design, execution, monitoring, and optimization capabilities.

The following base capabilities are provided to users for whom Client acquires entitlements.

- a. Operating Environment – provides a single instance with a dedicated development, test, and production runtime environment with the following characteristics:
  - 1) Development environment – a virtual Process Center Advanced environment with at least one cluster member. Capacity for the development environment is based on the default quantity of authors plus any additional authors purchased for the Cloud Service instance.
  - 2) Test environment – a virtual Process Server Advanced environment with one cluster member. Capacity for the test environment is based on the number of Authorized or Concurrent users purchased for the Cloud Service instance.
  - 3) Process runtime environment – a highly available virtual Process Server Advanced environment with at least two cluster members and a highly available database cluster. This provides a production ready environment. Capacity for the process runtime environment is based on the number of Authorized or Concurrent users purchased for the Cloud Service instance.
- b. Cloud Service Web Site – provides a web site for users to access the operating environments and administration capability for configuring and managing the Cloud Service.
- c. Virtual Private Network (VPN) – provides an optional single software-based VPN connection for secure and encrypted outbound communication from the Cloud Service to systems external to the Cloud Service. Information about the VPN will be provided upon written request through a support ticket.
- d. Email Notifications – provides a notification function that notifies users about their Cloud Service access, password changes and will also notify administrators of Cloud Service status and scheduled changes.
- e. Automatic Online Backup – performs a daily backup that can be used for automated recovery of the Cloud Service. The backup is encrypted and stored at a different data center location in the same global region.
- f. Automated Monitoring and Recovery – monitors the availability of the Cloud Service and executes a recovery if it becomes unresponsive or unreachable.
- g. Scheduled Service Updates – Maintenance and feature updates to the Cloud Service occur every 30 to 90 days. IBM will provide two weeks notification to Account Administrators prior to scheduled service updates. For major updates that involve an IBM Business Process Manager version upgrade, IBM will coordinate with Clients to upgrade the development environment to enable Clients to test the new version before the process runtime environment is upgraded. Clients are responsible for testing any process application at the new version within the development environment and providing feedback to IBM within 30 days on any issues.
- h. Account Administrator – has a user login and password which provides access to the operating environment in order to manage a user's access to the operating environment and assign and delete user roles. Multiple users may be granted Account Administrator access.

## **1.2 Optional Services**

### **1.2.1 IBM Business Process Manager on Cloud Additional Author**

The Cloud Service provides a purchase option for additional users to access and use the IBM Process Designer and/or IBM Integration Designer Enabling Software.

### **1.2.2 IBM Business Process Manager on Cloud Test Environment**

The Cloud Service provides a purchase option for additional test environments for non-production use. Each test environment provides a separate virtual process server environment. Capacity for this environment is based on the number of Test Environment Users purchased.

### **1.2.3 IBM Business Process Manager on Cloud Process Runtime Environment**

The Cloud Service provides a purchase option for additional process runtime environments for production or non-production use. Capacity for this environment is based on the number of Process Runtime Users purchased.

### **1.2.4 IBM Business Process Manager on Cloud Premium Availability**

This Cloud Service provides a purchase option for premium availability that expands the ability of the base Cloud Service to protect against more severe problems that affect multiple components, or even the loss of a whole data center that may result from a power outage or loss of connection. The Disaster Recovery process is facilitated by having a primary data center for Client's active production solution, and a secondary data center as a backup that mirrors the production solution. The backup data center is strategically located in a different metropolitan area than the primary data center. Data and configuration information is replicated from the primary to the backup instance so that they remain in sync, with only a potential data loss of minutes (Recovery Point Objective – RPO). In the event of a disaster, the backup instance is enabled to become the primary, and business operations continue with the same level of capability and capacity until the primary solution can be restored. This option requires the purchase of a secondary IBM Business Process Manager on Cloud instance. The secondary instance and this option must be sized to the same quantity of users that Client has for the primary instance.

### **1.2.5 IBM Business Process Manager on Cloud Premium Availability for Additional Process Runtime Environment**

This Cloud Service provides a purchase option for premium availability for any additional Process Runtime Environment. This option must be acquired for any Additional Process Runtime Environments that Client has within its primary instance. This option requires the purchase of a secondary IBM Business Process Manager on Cloud instance with the same quantity of Additional Process Runtime Environments as the primary instance. This Cloud Service must be sized to the same quantity of users assigned to the additional Process Runtime Environments within Client's primary instance.

### **1.2.6 IBM Business Process Manager on Cloud Storage 1 Gigabyte**

The Cloud Service provides a purchase option for additional storage for the BPM internal database and embedded document store. The quantity of storage (GB increments vary based on virtual system) can be applied to a single environment or split across multiple environments within the Cloud Service instance.

### **1.2.7 IBM Business Process Manager on Cloud Additional Memory 16 Gigabytes**

The Cloud Service provides a purchase option for additional memory for cases when the memory requirements of the process solution go beyond the computing capacity provided for the quantity of users purchased. The quantity of memory (16GB increments) can be applied to a single environment or split across multiple environments within the Cloud Service instance.

### **1.2.8 IBM Business Process Manager on Cloud One-Time Setup**

Client will be charged a one-time setup fee for the provisioning of the base Business Process Manager on Cloud service.

### **1.2.9 IBM Business Process Manager on Cloud Test Environment One-Time Setup**

Client will be charged a one-time setup fee for the provisioning of each Test Environment established.

### **1.2.10 IBM Business Process Manager on Cloud Process Runtime Environment One-Time Setup**

Client will be charged a one-time setup fee for the provisioning of each Process Runtime Environment established.

## **1.3 Acceleration Services**

### **1.3.1 IBM Business Process Manager on Cloud On Demand Consulting Professional**

The On Demand Consulting (ODC) Professional service includes remote access via online ODC portal for up to five (5) developers (Subscriber Contacts). Subscriber Contacts have 24/7 access to knowledge library articles, solution accelerators and assets, and unlimited access to submit requests in a question-and-answer dialog with ODC client enablement leader and subject matter experts. Subscriber Contacts may request assistance with any aspect of BPM on Cloud including platform architecture, solution implementation, and delivery methodology.

### **1.3.2 IBM Business Process Manager on Cloud On Demand Consulting Enterprise**

The ODC Enterprise service includes remote access via online ODC portal for up to ten (10) developers (subscriber Contacts). Subscriber Contacts have 24/7 access to knowledge library articles, solution accelerators and assets, and unlimited access to submit requests in a question-and-answer dialog with ODC client enablement leader and subject matter experts during the subscription period. Subscriber Contacts may request assistance with any aspect of BPM on Cloud including platform architecture, solution implementation, and delivery methodology. Subscriber Contact may engage IBM ODC for assistance with mutually agreed upon work product deliverables with finite start- and end-points up to 24 hours per month of subscription. Work product deliverables may include assistance with specific pattern examples or production ready solution code. Subscriber manager and/or contacts also participate in weekly status calls with an IBM ODC client enablement leader. For assistance on work product deliverables which will take longer than 24 hours per month of subscription, IBM may agree to provide such assistance in a separate written agreement with Client.

### **1.3.3 IBM Business Process Manager on Cloud On Demand Consulting Additional Developer**

The Cloud Service provides a purchase option for additional developer access to the ODC Professional or Enterprise developer quantity included with those offerings.

### **1.3.4 IBM Business Process Manager on Cloud On Demand Consulting Migration Services**

The Migration Services can assist in the migration of a BPM application from an on-premise BPM environment to BPM on Cloud. Migration assessment include activities such as, analysis of existing systems hardware and software configuration, analysis of the existing BPM application including version compatibility, and assessment of migration options most beneficial. Migration planning and delivery include activities such as, helping build the migration plan and help in delivery of the migration leveraging artifact migration and App-by-App migration tooling. This subscription includes up to 30 hours of migration activity and unlimited Q&A support per month of subscription. Work will be performed remotely for this subscription (using tools such as screen sharing). For assistance on work product deliverables which will take longer than 30 hours per month of subscription or require non-remote work, IBM may agree to provide such assistance in a separate written agreement with Client.

## **2. Data Processing and Protection Data Sheets**

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413347452462>

## **3. Service Levels and Technical Support**

### **3.1 Service Level Agreement**

IBM provides Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to

contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at [https://www.ibm.com/software/support/saas\\_support\\_overview.html](https://www.ibm.com/software/support/saas_support_overview.html).

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

\* The subscription fee is the contracted price for the month which is subject to the claim.

## 3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

## 4. Charges

### 4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Authorized User is a unique user authorized to access to the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Concurrent User is the number of users simultaneously accessing the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device, or application server) at any particular point in time. A person who is simultaneously accessing the Cloud Service multiple times counts only as a single Concurrent User.
- Engagement is a professional or training service related to the Cloud Services.
- Gigabyte (GB) is defined as 2 to the 30th power bytes of data processed by, used, stored or configured in the Cloud Services.
- Instance is each access to specific configuration of the Cloud Services.

### 4.2 Remote Services Charges

A remote service will expire 90 days from purchase regardless of whether the remote service has been used.

## 5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

### 5.1 Enabling Software

The Cloud Service contains the following 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 and only for the Cloud Service term.

Enabling software included with the Cloud Service is:

- IBM Process Designer
- IBM Integration Designer

### **Designer Tool Access**

Client may access and download the Enabling Software IBM Process Designer and/or IBM Integration Designer to develop process applications. The Enabling Software runs on a Client desktop system and remotely connects to the Cloud Service.

### **Designer Tool User Restriction**

The Cloud Service allows up to five (5) Cloud Service users to access and use the IBM Process Designer and/or IBM Integration Designer Enabling Software.

## **5.2 Links to Third Party Websites or Other Services**

If Client or a Cloud Service User transmits Content to a third-party website or other service that is linked to or made accessible by the Cloud Service, Client and the Cloud Service User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Client and the third-party website or service. IBM makes no warranties or representations about such third-party sites or services and shall have no liability for such third-party sites or services.

## **5.3 Benchmarking**

Client may disclose the results of any benchmark test of the Cloud Service or its subcomponents to any third party provided that Client (a) publicly discloses the complete methodology used in the benchmark test (for example, hardware and software setup, installation procedure and configuration files), (b) performs Client's benchmark testing running the Cloud Service in its Specified Operating Environment using the latest applicable updates, patches and fixes available for the Cloud Service from IBM or third parties that provide IBM products (Third Parties), and (c) follows any and all performance tuning and "best practices" guidance available in the Program's documentation and on IBM's support web sites for the Program. If Licensee publishes the results of any benchmark tests for the Cloud Service, then notwithstanding anything to the contrary in any agreement between Client and IBM or Third Parties, IBM and Third Parties will have the right to publish the results of benchmark tests with respect to Client's products provided IBM or Third Parties comply with the requirements of (a), (b) and (c) above in its testing of Client's products.

## **5.4 Accelerators and Sample Materials**

The Cloud Service may include some components in source code form (Source Components) and other materials that will be identified as "Sample Materials". Client may copy and modify Source Components and Sample Materials for internal use only, provided however that Client may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. IBM provides the Source Components and Sample Materials without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.