

Service Description

IBM App Connect Enterprise 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 App Connect Enterprise on IBM Cloud

IBM App Connect Enterprise on IBM Cloud is a fully-managed integration platform on IBM Cloud with a broad range of capabilities to connect different applications. It provides enterprise-wide connectivity options for deep integration needs.

Client can use the IBM App Connect Enterprise Toolkit to build integration assets that are packaged and deployed as an Integration Server. The IBM App Connect Enterprise Toolkit can be accessed by downloading the Developer Edition of IBM App Connect Enterprise, which is enabling software included with the Cloud Service. An "Integration Server" runs in its own container to ensure separation of workload. A "container" allows Client to package an application with all of its dependencies into a standardized unit for software development, containing all the necessary components, including runtime, system tools and libraries, to enable Client to deploy their integration solution. Containers come in various sizes, for instance 4GB, which describes the amount of memory to which a container has access.

In addition, Clients can build Flows between applications and expose Flows as RESTful API operations. A "Flow" is an automated movement of data between a source and target.

This Cloud Service includes use of Flows with Integration Servers, limited to the following monthly quantities:

- 1 million Flow Runs;
- 1 terabyte data transmitted outbound; and
- 2 thousand workload hours.

Samples are provided to enable Clients to get started with the Cloud Service. These samples are for example purposes only and should not be used in production.

IBM Cloud, IBM's open standards cloud platform for building, running, and managing apps and services, is a technical pre-requisite for the Cloud Service. At the time of provisioning, Client must have an IBM Cloud account. New users can register for access via the online registration form: <https://console.ibm.com/registration>.

1.2 Optional Services

1.2.1 IBM App Connect Enterprise Additional Flows

If Client needs more than the included quantities for use of Flows, an Additional Flows Instance provides a subscription to the following monthly add-on quantities:

- 10 thousand Flow Runs;
- 10 Gigabyte data transmitted outbound; and
- 20 workload hours.

1.2.2 IBM App Connect Enterprise Hybrid Entitlement

Entitlement to the IBM App Connect Enterprise Hybrid offering allows Client to use the Cloud Service offering via the cloud or install the software on premise (i.e., "IBM Program").

The IBM Program included in this entitlement is IBM App Connect Enterprise.

Client is able to use the IBM Program and access technical support and IBM Program upgrades as long as Client continues to subscribe to the Cloud Service.

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=BDB070B0C02811E5BA010CF56D8211B6>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides the 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.

| 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:

- Virtual Processor Core is a standard capacity, virtualized processor that is available to or managed by 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.

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 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and

liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

5.2 Enabling Software

IBM App Connect Enterprise on IBM Cloud allows the use of enabling software (licensed under separate license terms) 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 is provided "AS-IS".

- IBM App Connect Enterprise (Developer Edition), including the IBM App Connect Enterprise Toolkit.
- IBM App Connect Enterprise "switch mode" of operation: 'Switch' mode of operation enables connection to on-premises endpoints, available with IBM Integration Bus v10.0.0.2 or later.
- Clients who are separately entitled to use IBM App Connect Enterprise v11, WebSphere Message Broker v7 or v8, or IBM Integration Bus v9 or v10, may download and deploy IBM Integration Bus v10.0.0.2 or later as enabling software to run in "switch mode" alongside their earlier version of IBM Integration Bus without impacting existing on-premise entitlements.
- IBM App Connect Studio: an optional component of IBM App Connect Enterprise v11, to build Flows that enables a user to design and test integration projects offline and then publish them to the Cloud Service.
- Secure Connector: an optional downloadable component of IBM App Connect Enterprise on IBM Cloud that provides security around the transfer of data between Flows of the Cloud Service and an endpoint located behind a firewall. Use of the secure gateway component is subject to a usage limitation of 1GB per month. The secure gateway component provides an encrypted connection between the local system and the Cloud Service environment for more secure transmission of data between a local application and the Cloud Service.

In the event of a conflict with the license terms accompanying the enabling software, this Service Description will prevail.

5.3 Non-IBM Services (Provided As-Is)

The Cloud Service may contain links to or be used to access third party data services, databases, web services, software, or other content (all, "content"). Access to this content is provided "AS-IS", WITH NO WARRANTY OF ANY KIND, 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. Access can be terminated by the relevant third parties (or by IBM) at their sole discretion at any time. Client may be required to enter into separate agreements with the third parties for the access to or use of such content. IBM is not a party to any such separate agreements, but Client authorizes IBM to provide such access as part of the Cloud Service. As an express condition of this Agreement, Client agrees to comply with the terms of such separate agreements, as well as any usage guidelines or restrictions applicable to such third party content, and Client agrees to hold IBM harmless against any claims arising out of or relating to Client's breach of these separate agreements, guidelines, or restrictions. Certain end point applications may be subject to usage limitations imposed by the application provider. This may result in a lower number of permitted calls to an application than the relevant Cloud Service monthly limit.

5.4 Restrictions and Fair Usage Policy

The Cloud Service is designed to run certain Flows as soon as a defined trigger event occurs, however IBM does not warrant that this will occur within a set period of time.

In exceptional circumstances it may be necessary for IBM to take steps to stop or remove unreasonable Client Flows which are adversely impacting other users or overall system performance.