Service Description

IBM Bluemix Local

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 Local

IBM will set up and maintain a private environment for the ordered IBM Bluemix components on Client’s supplied computer infrastructure. This will be a private 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 Client’s order for Bluemix Local. For services and runtimes executed in the private environment, there are no usage charges as those are covered by the fees associated with the local environment itself. All other terms associated with those services in the public IBM Bluemix offering continue to apply.

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 IBM and Client’s Requirements

1.2.1 Client will:

• Provide local cloud infrastructure on Client’s computers in conformance with the requirements provided at http://www.ng.bluemix.net/docs/overview/localinfrastructure.html, which may be updated by IBM from time to time;

• Provide IBM complete access to and control over the required cloud infrastructure during the term of the Cloud Service, except as Client may need to retain access to perform mandatory maintenance and support activities on the infrastructure as described in the requirements referred to above; and

• Support the IBM team during installation, integration for management/monitoring, and ongoing activities.

1.2.2 IBM will:

• Provide architectural documents for review and discussion prior to implementation;

• Perform initial installation and installation of ongoing updates to the Bluemix Local environment; and

• Assign engineer(s) to support and manage the environment remotely.

1.3 Bluemix Local Components

Bluemix Local 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 Local 64GB Compute Capacity – An environment that permits deployment and execution of Bluemix applications with a cumulative memory capacity of 64 gigabytes.

b. IBM Bluemix Local Compute 16GB Capacity – An extension of the IBM Bluemix Local Compute environment to provide an additional 16 gigabytes of memory capacity.

c. IBM Bluemix Data & 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.

d. IBM Bluemix Local Access One-Time Set Up – A one time charge for deploying and configuring Client’s Local Bluemix Environment.
e. **IBM Bluemix Local API Management 500 API Calls Capacity** – An environment that permits execution of a private version of IBM API Management for Bluemix within the private environment with a capacity of 500 API calls per second.

2. **Backup and Restore**

Backup and restore policies are available on the Bluemix Local platform. Administrative procedures are located at [http://www.ng.bluemix.net/docs/overview/restorelocal.html](http://www.ng.bluemix.net/docs/overview/restorelocal.html), which may be updated by IBM from time to time.

3. **Security Description**

This Cloud Service follows IBM’s data security and privacy principles for IBM SaaS which are available at [https://www.ibm.com/cloud/resourcecenter/content/80](https://www.ibm.com/cloud/resourcecenter/content/80) and any additional terms provided in this section.

Any change to IBM’s data security and privacy principals will not degrade the security of the Cloud Service.

The Cloud Service does not have any regulatory compliance certifications at this time.

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

4. **Service Level Agreement**

The SLA is incorporated into Client’s IBM Bluemix Agreement and applicable to all Services delivered to Client. This SLA does not apply to the availability of Third Party Services, which are subject to Third Party Agreements, or to any Services that are not generally available. The SLA is binding only on Client and IBM and does not apply to any third parties, including Client End Users. The issuance of SLA Credits (defined below) is Client’s sole and exclusive remedy for any failure by IBM to satisfy the requirements set forth in the SLA.

4.1 **Services Commitments**

IBM will use reasonable efforts to meet a service level of 100% for Services and Bluemix Management Services.

4.2 **SLA Credit Claim**

To claim a credit, Client must follow the procedure within seven (7) days of the end of the Claimed Outage. IBM will review the claim, and any credit for Verified Outages (“SLA Credits”) will be issued as provided below.

a. “Claimed Outage” means the period (measured in minutes) during which Client claims a Loss of Service during a Measurement Period.

b. “Excluded Minutes” means the period of any outage that is attributed to one or more of the SLA Credit Exclusions during a Measurement Period.

c. “Measurement Period” means a calendar month.

d. “Qualifying Outage Minutes” mean the aggregate of all minutes of a Verified Outage during a Measurement Period, minus any Excluded Minutes.

e. “Services” means an IBM-branded offering presented within the Bluemix catalog.

f. “Bluemix Management Services” means access to Bluemix using command line or web interface to start and stop application instances, scale applications, push new application versions, and view logs.

g. “Loss of Service” means the Client’s inability to connect to a Service or the Bluemix Management Services in a region. If Client can connect to at least one instance of a particular Service in the same region, there is no Loss of Service. If Client can connect to either the command line or web interface there is no Loss of Service for the Bluemix Management Services.

h. “Verified Outage” means a Claimed Outage for a particular Service that has been verified by IBM.

i. “IBM Bluemix Agreement” means the Cloud Services Agreement, the International Passport Advantage Agreement, or such other agreement where Client acquires the right to use the Bluemix Services from IBM.

j. “Client” means an entity that is subscribing for IBM Bluemix directly from IBM, and that is not in default of any material obligations, including payment obligations, under its Bluemix Agreement.
4.3 **SLA Credits**

For each 30 continuous minute period of Qualifying Outage Minutes for a Service or Bluemix Management Services in a Measurement Period, IBM shall provide an SLA Credit of 5% of the fees for the relevant Service that was subject to the Loss of Service during the Measurement Period.

Any period of Qualifying Outage Minutes for a Service or Bluemix Management Services that is less than 30 continuous minutes shall not be eligible for an award of SLA Credits. Claimed Outages for different Services may not be combined to meet this calculation.

For the purpose of calculating SLA Credits, a Loss of Service for Bluemix Management Services shall be treated as a Loss of Service for the Bluemix runtimes deployed by Client.

Even though the Bluemix Platform and Services are designed and deployed to survive most IaaS network or HW failures. Examples of events that could cause an interruption in the Bluemix service, include but are not limited to: network performance slow down or switch failure, data center power interruption or disk/memory failure would also create time that cannot be counted against the availability SLA. These events would also exempt any recovery time that would be necessary to bring the entire Bluemix service back to full operation after the event.

4.4 **Approved Procedure**

Client is eligible to receive SLA Credit, subject to the following process:

1. Client’s identified master administrative user will report a Claimed Outage by opening a ticket by emailing billing@bluemix.net within 7 days following the end of the Claimed Outage. The email must include Service type, region, dates and times of the Claimed Outage, error messages received (if any), contact information, and full description of the interruption of Service, including logs, if applicable.

2. IBM will review Claimed Outages against Verified Outages.

3. IBM determination of SLA Credits is final.

4. Client agrees to continue to make payment in full for Services while a Claimed Outage is being reviewed or SLA Credit is being determined.

5. IBM will communicate the SLA Credits to Client through IBM accounting and the ticket will be updated. IBM will apply the SLA Credits to the Client’s future charges for the relevant Services subject to IBM standard policies. SLA Credits may not be used to reduce payments due in any term below zero.

6. Client must provide provide all necessary technical data to explain planned or unplanned changes which may have contributed to the cause of a Bluemix Service or the platform itself.

4.5 **Ineligible Clients**

Clients do not qualify for SLA Credits if they (a) are not current on their payment of fees for the Services at the time of the report of the Claimed Outage, or (b) have not paid their fees when due for the Services three or more times in the previous 12 calendar months.

4.6 **Use of SLA Credits**

SLA Credits may be used solely for future payments due for the particular Service for which the Service Credits are issued. SLA Credits may not be sold or transferred, and may not be used until any violations of the IBM Bluemix Agreement are resolved to IBM’s reasonable satisfaction. False or duplicative Claimed Outages are a violation of the IBM Bluemix Agreement, will incur a one-time charge of $50 per incident and may, in IBM’s discretion, result in a suspension or termination of Services. SLA Credits expire on termination or expiration of the IBM Bluemix Agreement.

4.7 **SLA Credit Exclusion**

SLA Credits do not apply for periods during which the Services are not available for the following reasons:

- IBM is performing system upgrades, enhancements or routine maintenance which is announced on the Client Portal at least two days in advance or maintenance determined by IBM to be an emergency upon notice provided through the Client Portal (“Scheduled Maintenance”);
- Client’s use of the Services or any Client End User’s use of the Client Offering in violation of Client’s IBM Bluemix Agreement;
- Issues relating to Client Content;
● Problems with Client's access to Internet;
● System administration, commands, file transfers performed by Client or Client's representatives;
● Events described in the Force Majeure provision of Client's IBM Bluemix Agreement;
● Suspension of Client's access to the Services as provided in Client's IBM Bluemix Agreement;
● Violation of the AUP;
● Problems arising from Client's software, Client's applications or Client Content;
● Problems caused by hardware or systems provided by Client or a third party.

5. Entitlement and Billing Information

5.1 Charge Metrics
The Cloud Service is available under the charge metric specified in the Transaction Document:

● 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.

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

6. 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.

7. Technical Support
Technical Support for services executed in the local environment is included for no additional charge with this Bluemix Local 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 Local offering.

8. Additional Information

8.1 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.

8.2 Cookies
Client is aware and agrees 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 has 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.

8.3 Data Collection
In the Bluemix Local 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.