

Service Description

IBM Aspera Files

This Service Description describes the Cloud Service IBM provides to Client. Client means the company and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1. Cloud Service

IBM Aspera Files enables secure exchange of files and folders of any size between users, even across separate organizations. Using Aspera Files, users can store and readily access files and folders in multiple cloud-based and on-premises storage systems. Sharing among users is enabled by browsing or dragging-and-dropping, regardless of where the files are located, freeing collaboration from traditional boundaries among colleagues in both local and remote locations. Aspera Files uses Aspera's FASP protocol, which overcomes the limitations of other file-transfer technologies. By moving large data sets - regardless of network conditions, physical distance between sites, and file size, type, or number - Aspera technology enables a new world of collaboration, sharing, and content delivery.

1.1 IBM Aspera Files Personal Edition

The Personal Edition of this Cloud Service is available as a subscription and on a pay per use basis. It includes:

- Aspera Files Web Application access
- Aspera Transfer Platform access
- 1 Workspace
- 1TB of cloud storage

1.2 IBM Aspera Files Business Edition

The Business Edition of this Cloud Service is available as a subscription and on a pay per use basis. It includes:

- Aspera Files Web Application access
- Aspera Transfer Platform access
- 10 Workspaces
- 5TB of cloud storage

1.3 IBM Aspera Files Enterprise Edition

The Enterprise Edition of this Cloud Service is available as a subscription and on a pay per use basis. It includes:

- Aspera Files Web Application access
- Aspera Transfer Platform access
- 100 Workspaces
- 10TB of cloud storage

1.4 Pay Per Use Plan

Client may use the Cloud Service under a pay per use model without Client committing to a specific subscription term or a specific entitlement quantity. Client will be charged for actual usage of the Cloud Service during each calendar month at the rate specified in the Transaction Document. The pay per use model does not incur overage charges.

1.5 Optional Services

1.5.1 IBM Aspera Files Additional Storage

This pay per use Cloud Service enables Client to use additional cloud storage in excess of what is included in their subscription. Client will be charged for excess storage at the utilization rate as measured on the last calendar day of each month.

1.5.2 IBM Aspera Files On-Premise Node

This Cloud Service enables Client to connect IBM Aspera Enterprise Servers, IBM Aspera Connect Servers and IBM Aspera Point-to-Point Clients to the Aspera Files Web Application. Client will be charged for each Application Instance connected.

1.5.3 IBM Aspera Files Egress

This pay per use Cloud Service includes egress bandwidth and will be charged when:

- A subscription term of less than twelve months or pay per use consumption exceeds 10TB of egress per month, or
- A subscription term of twelve months or more exceeds 120TB of egress per year.

Aspera Files Egress bandwidth does not apply to Base Plans.

1.6 Base Plan

Base Plans do not include storage for the Cloud Service or entitlements to certain required programs for Client's use. Client is required to obtain sufficient entitlements to IBM Aspera Enterprise Server, IBM Aspera Connect Server, IBM Aspera Point-to-Point Client, or IBM Aspera Platform on Demand ("Associated IBM Programs"), as well as sufficient storage to use any Base Plan Cloud Service with the Associated IBM Programs.

1.6.1 IBM Aspera Files Personal Edition Base Plan

Personal Edition subscription includes:

- Aspera Files Web Application access
- 1 Workspace

1.6.2 IBM Aspera Files Business Edition Base Plan

Business Edition subscription includes:

- Aspera Files Web Application access
- 10 Workspaces

1.6.3 IBM Aspera Files Enterprise Edition Base Plan

Enterprise Edition subscription includes:

- Aspera Files Web Application access
- 100 Workspaces

1.7 Base Plan Optional Services

1.7.1 IBM Aspera Files On-Premise Node

This Cloud Service enables Client to connect IBM Aspera Enterprise Servers, IBM Aspera Connect Servers and IBM Aspera Point-to-Point Clients to the Aspera Files Web Application. Client will be charged for each Application Instance connected.

1.8 Associated IBM Programs

The Cloud Service subscriptions do not include Subscription and Support for the Associated IBM Programs. Client represents that it has acquired the applicable license entitlements and Subscription and Support for the Associated IBM Programs. During the subscription period to the Cloud Service, Client must remain current on Subscription and Support for the Associated IBM Programs.

2. Security Description

This Cloud Service follows IBM's data security and privacy principles for IBM SaaS which are available at <http://www-03.ibm.com/software/sla/sladb.nsf/sla/dsp> 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.

This Cloud Service is not designed to any specific security requirements for regulated data, such as PI or SPI. Client is responsible to determine if this Cloud Service meets Clients needs with regard to the type of content Client uses in connection with the Cloud Service.

3. Service Level Agreement

IBM provides the following availability service level agreement (“SLA”) for the Cloud Service as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments. This SLA will not apply due to the unavailability or inoperability of Aspera Files On-Premise Nodes or Aspera on Demand when used with the Cloud Service

3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM Aspera technical support help desk (<http://asperasoft.com/support/> or support@aseprasoft.com) within 24 hours of first becoming aware of an event that has impacted the Cloud Service availability. The ticket must include dates and times of loss of service, error messages received (if any), contact information, and full description of the interruption of service availability including logs, if applicable. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available (“Downtime”). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM’s control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

3.2 Service Levels

Availability of the Cloud Service during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
<99%	2%
<97.5%	5%

* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee 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%. IBM will make a rebate directly available to Client.

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.

Example: 500 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month – 500 minutes Downtime = 42,700 minutes	= 2% Availability credit for 98.8% availability during the contracted month
<hr/> 43,200 total minutes	

4. Technical Support

Technical support for the Cloud Service is provided via telephone, email, online forums, and an online problem reporting system. Technical support contact information and other information and processes can be found at <http://asperasoft.com/support>. Technical support is offered with the Cloud Service and is not available as a separate offering.

Severity	Severity Definition	Response Time Objectives During
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		Support Hours
1	Critical business impact/service down: Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.	Within 1 hour
2	Significant business impact: A service feature or function is severely restricted in its use or Client is in jeopardy of missing business deadlines.	Within 2 business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not presenting a critical impact on operations.	Within 4 business hours
4	Minimal business impact: An inquiry or non-technical request.	Within 1 business day

5. Entitlement and Billing Information

5.1 Charge Metrics

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

- a. Gigabyte is a unit of measure by which the Cloud Service can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- b. Terabyte is a unit of measure by which the Cloud Service can be obtained. A Terabyte is 2 to the 40th power bytes. Sufficient entitlements must be obtained to cover the total number of Terabytes processed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- c. Application Instance is a unit of measure by which the Cloud Service can be obtained. An Application Instance entitlement is required for each instance of an Application connected to the Cloud Service. If an Application has multiple components, each of which serves a distinct purpose and/or user base, and each of which can be connected to or managed by the Cloud Service, each such component is considered a separate Application. Additionally, test, development, staging, and production environments for an Application are each considered to be separate instances of the Application and each must have an entitlement. Multiple Application instances in a single environment are each considered to be separate instances of the Application and each must have an entitlement. Sufficient Entitlements must be obtained to cover the number of Application Instances connected to the Cloud Service during the measurement period specified in Client's 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.

5.3 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, Client will be charged for the overage as specified in the Transaction Document.

5.4 Pay Per Use Charges

Pay per use offerings identified in the Transaction Document will not be invoiced until Client uses the pay per use service. When used, Client will be invoiced according to the rate specified in the Transaction Document.

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 when the initial term is less than twelve months, unless Client provides written notice not to renew at least 30 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the PoE.

For continuous use when the initial term is twelve months or greater, the Cloud Service will continue to be available on a month to month basis until Client provides 60 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 60 day period.

7. Additional Information

7.1 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 (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 Client. Client confirms that it 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.

7.2 Data Privacy

IBM and Client are each responsible for complying with their respective obligations under the applicable data protection laws governing the personal data (as defined in the applicable data protection laws) that is stored or processed by IBM for Client under this Agreement ("Client Data"). By executing this Agreement, Client appoints IBM as a data Processor of Client Data. Client remains solely responsible for determining the purposes and means of IBM's processing of Client Data under this Agreement, including that such processing in accordance with Client's instructions will not place IBM in breach of the applicable data protection laws. IBM and Client each acknowledge that it is not investigating the steps the other is taking to comply with applicable data protection laws. Nothing in this Agreement prevents IBM or Client from taking the steps it deems necessary to comply with applicable data protection laws. Client acknowledges it is solely responsible for determining that the security measures specified in this Agreement constitute appropriate technical and organizational measures to protect Client Data as required by the applicable data protection laws. IBM is not required to perform or adhere to any security measures concerning Client Data other than those specified in this Agreement and as a Processor of Client Data; IBM will process Client Data as specified in this Agreement, and as IBM reasonably considers necessary or appropriate to perform the services. Client is solely responsible for determining that any transfer by IBM or Client of Client Data across a country border under this Agreement complies with the applicable data protection laws.

7.3 Statement of Security Practices

IT system security involves protecting systems and information through prevention, detection, and response to improper access from within and outside your enterprise. Improper access can result in information being altered, destroyed, or misappropriated or can result in misuse of your systems to attack others. Without a comprehensive approach to security, no IT system or product should be considered completely secure and no single product or security measure can be completely effective in preventing improper access. IBM systems and products are designed to be part of a comprehensive security approach, which will necessarily involve additional operational procedures, and may require other systems, products, or services to be most effective. IBM does not warrant that systems and products are immune from the malicious or illegal conduct of any party.

7.4 Usage Metering

The Cloud Service is sold under charge metrics that require IBM to monitor and report usage of the Cloud Service via a metering service.

7.5 External User Access

Client may choose to give External Users access to the Cloud Service. An External User is a unique person, not employed in, paid by, or acting on behalf of Client. A person who is employed in or paid by Client, but not accessing the Cloud Service within the scope of that relationship may be an External User. Client is responsible for these External Users, including but not limited to a) any claims made by the

External Users relating to the Cloud Service, or b) any misuses of the Cloud Service by these External Users.