

Service Description

IBM Aspera Files

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party 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 the FASP high-speed transport technology, 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
- 20 Authorized Users
- 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
- 100 Authorized Users
- 100 Workspaces
- 5TB of cloud storage
- Support for IBM Aspera Drive
- Support for IBM Aspera Mobile applications
- Support for Single-Sign-On

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
- 500 Authorized Users
- No limit on number of Workspaces
- 10TB of cloud storage
- Support for IBM Aspera Drive
- Support for IBM Aspera Mobile applications
- Support for Single-Sign-On

1.4 IBM Aspera Files Elite Edition

The Elite 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
- 2500 Authorized Users
- No limit on number of Workspaces
- 100TB of cloud storage
- Support for IBM Aspera Drive
- Support for IBM Aspera Mobile applications
- Support for Single-Sign-On
- Non-Production Organization access
- IBM Aspera Developer Network access

1.5 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 or <https://store.asperasoft.com>. The pay per use model does not incur overage charges.

1.6 IBM Aspera Files Authorized User

This Cloud Service enables Client to use additional Authorized Users in excess of what is included in their subscription. Client will be charged for excess Authorized Users at the utilization rate as measured on the last calendar day of each month. For the purposes of measurement, Authorized Users are those with an active account in the Cloud Service and membership in at least one Workspace.

1.7 Optional Services

1.7.1 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.

1.7.2 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.

1.7.3 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.

1.8 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.

1.8.1 IBM Aspera Files Personal Edition Base Plan

Personal Edition subscription includes:

- Aspera Files Web Application access
- 1 Workspace

1.8.2 IBM Aspera Files Business Edition Base Plan

Business Edition subscription includes:

- Aspera Files Web Application access
- 10 Workspaces

1.8.3 IBM Aspera Files Enterprise Edition Base Plan

Enterprise Edition subscription includes:

- Aspera Files Web Application access
- 100 Workspaces

1.9 Base Plan Optional Services

1.9.1 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.

1.10 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.ibm.com/cloud/data-security> and any additional terms provided in this section. Any change to IBM's data security and privacy principles will not degrade the security of the Cloud Service.

This Cloud Service may be used to process content that contains personal data if Client, as the data controller, determines that the technical and organizational security measures are appropriate to the risks presented by the processing and the nature of the data to be protected. Client recognizes that this Cloud Service does not offer features for the protection of sensitive personal data or data subject to additional regulatory requirements. Client acknowledges that IBM has no knowledge of the types of data that have been included in the content, and cannot make an assessment as to the suitability of the Cloud Services or the security protections which are in place.

2.1 Security Features and Responsibilities

The Cloud Service implements the following security features:

- Encryption – Built-in over the wire encryption in transit and encryption-at-rest with client and server side controlled options
- Integrity Verification – Data integrity verification for each transmitted block
- Authentication and Access Control – Built in support for authenticated Aspera storage roots private to the tenant. Support for configurable read, write, and listing access per user account. Support for platform-specific role based access control.
- Automatic Resume – Automatic retry and checkpoint resume (single files and directories) from point of interruption on failure.

This Cloud Service is included in IBM's Privacy Shield certification and applies when Client chooses to have the Cloud Service hosted in a data center located in the United States, and is subject to IBM's Privacy Shield Privacy Policy, available at http://www.ibm.com/privacy/details/us/en/privacy_shield.html.

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 style="width: 50%; margin: 0 auto;"/> 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 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	Within 1 hour

	resulting in a critical impact on operations. This condition requires an immediate solution.	
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. Authorized User is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- b. 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.
- c. 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.
- d. 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, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

5.4 Pay Per Use Charges

A pay per use charge will be billed at the rate specified in the Transaction Document or <https://store.asperasoft.com> in the month following such use.

5.5 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.

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 60 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 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 Terms

7.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

7.2 Enabling Software

This Cloud Service includes the following enabling software, which may be used only in connection with Client's use of the Cloud Service and only for the Cloud Service term:

- IBM Aspera Enterprise Server
- IBM Aspera Connect Server
- IBM Aspera Point-to-Point Client
- IBM Aspera Desktop Client
- IBM Aspera Server on Demand
- IBM Aspera Application Platform on Demand
- IBM Aspera Console
- IBM Aspera Files Personal Edition does not include IBM Aspera Console as enabling software.
- Base Plans of the Cloud Service do not include enabling software.

7.3 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.