

IBM Cloud Data Connect

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 Cloud Data Connect is a Cloud based fully managed data preparation and movement service that enables analysts, developers, data scientists and data engineers to put data to work. Data Connect empowers technical & non-technical users to discover, cleanse, standardize, transform, and move data in support of application development & analytic use cases.

IBM Cloud is a technical pre-requisite to this Cloud Service offering. To access the IBM Cloud service, please sign-up here: <https://console.ng.bluemix.net/registration/>.

1.1 Optional Services

1.1.1 IBM Cloud Data Connect Personal

Per Instance, 100 activity runs or up to 1 TB of outbound data bandwidth per month. Outbound bandwidth is defined as the amount of data copied to a target.

1.1.2 IBM Cloud Data Connect Professional

Per Instance, 500 activity runs or up to 5 TB of outbound data bandwidth per month. Outbound bandwidth is defined as the amount of data copied to a target.

1.1.3 IBM Cloud Data Connect Enterprise

Per Instance, 5000 activity runs or up to 50 TB of outbound data bandwidth per month. Outbound bandwidth is defined as the amount of data copied to a target.

2. Content and Data Protection

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1A794120B4F911E7A9EB066095601ABB>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

3. Technical Support

Technical support for the Cloud Service is provided. IBM's software as a service support guide available at https://www-01.ibm.com/software/support/saas_support_guide.html provides technical support contact and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

4. Entitlement and Billing Information

4.1 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 PoE or Transaction Document.

4.2 Billing Frequency

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

5. 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.

6. Additional Terms

6.1 General

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

6.2 Beta Functions

Some functions, features or components of the Cloud Service are early release or preview technology, and may be identified within the Cloud Service as "Beta" ("Beta Functions"). These Beta Functions may be used as part of Client's permitted use of the Cloud Service, subject to the limitations and conditions of this section. Use of Beta Functions is at Client's own risk and provided without obligation of support of any kind. Beta Functions are provided "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Beta Functions may not be made generally available by IBM as or in any product or offering. IBM may withdraw or terminate access to Beta Functions at any time, without notice. Client should take precautions to avoid any loss of data that might result when the Beta Functions can no longer be used. Any feedback or suggestions regarding the Beta Functions provided by Client to IBM may be freely used, copied, modified, and incorporated in the development, distribution, deployment and sale of IBM's products and services.

6.3 Use of Compiled Data

IBM may monitor Client's use of the Cloud Service, for the purpose of IBM's internal research, testing and development of improvements or enhancements to the Cloud Service or for the development of new services or to provide Client additional services that provide a more tailored and meaningful experience for users. In doing so, IBM may compile and analyze, in aggregated and anonymized format, summary information reflecting the use of the Cloud Service by Client's authorized users, and may prepare reports, studies, analysis and other work product resulting from this compilation and analysis (collectively the "Compiled Data"). IBM retains ownership rights in and to the Compiled Data.