

Service Description

IBM UrbanCode Deploy on Cloud v2

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

This IBM UrbanCode Deploy on Cloud offering provides application deployment automation capabilities with these key features:

1.1 IBM UrbanCode Deploy on Cloud Initial Server

The UrbanCode Deploy Initial Server provides the user interface, workflow engine, security service and more. The server is accessible via web browser or command line to configure the tool, run deployments and view reports.

1.2 IBM UrbanCode Deploy on Cloud Additional Server

The UrbanCode Deploy Additional Server provides additional servers as necessary to expand the environment. It includes the user interface, workflow engine, security service and more. The server is accessible via web browser or command line to configure the tool, run deployments and view reports.

1.3 Required Agent Entitlements

Subscription is required to Agents for either System z or non-System z:

1.3.1 IBM UrbanCode Deploy on Cloud Agent (non z System)

An Agent is a light-weight, stateless process running on a remote server. It subscribes to JMS topics provided by the controller server. When the controller puts out a task for it to run, the Agent picks up the task and runs the appropriate commands. As necessary, it utilizes web services provided by the controllers to get additional information it needs or post back results.

1.3.2 IBM UrbanCode Deploy on Cloud Agent for z System Workloads

An agent is a light-weight, stateless process running on a remote server. It subscribes to JMS topics provided by the controller server. When the controller puts out a task for it to run, the Agent picks up the task and runs the appropriate commands. As necessary, it utilizes web services provided by the controllers to get additional information it needs or post back results. This Agent is specifically for deployments to z Systems.

1.4 IBM UrbanCode Deploy on Cloud Relay

This service provides managed services and ongoing maintenance for Relays, which are necessary to coordinate communication between agents and the IBM UrbanCode Deploy server.

1.5 IBM UrbanCode Deploy on Cloud Blueprint Designer and Engine

This Cloud Service accelerates application testing and deployment by provisioning cloud environments and deploying application components to those environments. Each blueprint models a full-stack environment, including infrastructure layer and application layer.

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=C2267770880E11E7A1A213628837956C>

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.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

3. Technical Support

Technical support for the Cloud Service is provided via {email, online forums, and an online problem reporting system}. 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:

- Virtual Server is a unit of measure by which the Cloud Service can be obtained. A Virtual Server is comprised of processing units, memory and input/output capabilities and that executes requested procedures, commands or applications. Sufficient entitlements must be obtained to cover every Virtual Server made available to the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- Managed Virtual Server is a unit of measure by which the Cloud Service can be obtained. A Server is a physical computer that is comprised of processing units, memory and input/output capabilities, and that executes requested procedures, commands or applications for one or more users or client devices. Where racks, blade enclosures, or other similar equipment is being employed, each separable physical device (such as a blade or a rack-mounted device) that has the required components is considered itself a separate Server. Sufficient entitlements must be obtained to cover every Server managed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

4.2 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.

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

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 Enabling Software

The Cloud Service requires the use of enabling software 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. Enabling software is provided "AS-IS".