



Service Description

IBM App Connect Professional

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 App Connect Professional on Cloud is a multi-tenant, cloud-based platform that provides tools and resources to integrate cloud and on-premise applications. Clients may choose from any supported cloud and on-premise applications. Clients have the following three options to subscribe to this Cloud Service.

a. IBM App Connect Professional on Cloud Level 1, Level 2 and Level 3

IBM App Connect Professional on Cloud is available with a choice of three pre-defined Instance sizes. These Instance sizes are differentiated based on number of Actions allowed and the total execution duration of workload in hours, per month.

Cloud Service	Actions per month	Workload hours per month
App Connect Professional on Cloud Level 1	20,000 actions	100 hours
App Connect Professional on Cloud Level 2	50,000 actions	250 hours
App Connect Professional on Cloud Level 3	100,000 actions	500 hours

Each Level provides Clients access to complete platform functionality, tooling to configure, run, and manage application integrations, connectivity to supported cloud and on-premise applications, unlimited endpoints connectivity and unlimited users. Each Level limits the total number of Actions per month or number of allowed Hours of usage per month, cumulative across all Client's environments.

When Client purchases the Cloud Service, Client can acquire the Levels in multiples, in any combination, to cover the capacity required. Client may also optionally purchase additional Actions and hours using the optional add-on offering described below. If Client's usage in a particular month exceeds the entitled capacity for an entitled Level or aggregate of Levels, Client will be charged an overage at a rate specified in the Transaction Document.

b. IBM App Connect Professional on Cloud SaaS

IBM App Connect Professional on Cloud SaaS is a subscription Cloud Service offering based on the acquisition of Virtual Processor Core entitlements allowing Client to purchase entitlements to dedicated runtimes. This dedicated Instance provides Client access to complete platform functionality, tooling to configure, run, and manage application integrations, connectivity to supported cloud and on-premise applications, unlimited endpoints connectivity and unlimited users. There are a prescribed minimum number of virtual cores which Client will be required to procure for using dedicated capacity.

This Cloud Service also includes entitlement to IBM App Connect Personal. IBM App Connect Personal is a multi-tenant cloud based service that allows users to build simple integration flows between applications. The Actions consumed on IBM App Connect Personal will count in the cumulative Actions count per month.

c. IBM App Connect Professional Hybrid Entitlement

Entitlement to the IBM App Connect Professional Hybrid offering allows Client to use the Cloud Service via the cloud or install the software on-premise (i.e., "IBM Program"). The IBM Program included in this entitlement is IBM App Connect Professional.

Client is able to use the IBM Program and access technical support and IBM Program upgrades as long as Client continues to subscribe to the Cloud Service.

1.1 Optional Services

IBM App Connect Professional on Cloud Additional Actions Instance Add on

This Cloud Service provides Client the ability to use extra Actions per month beyond the specified Action limits in each Level. Each Instance entitlement provides Client an additional 1,000 Actions and 5 workload hours of use.

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.

The Client is responsible for providing secure connection to the IBM provided Cloud Service access point. Information about securely connecting on-premise and cloud end points with the Cloud Service can be found in product documentation. Clients are advised to review and follow recommended steps when setting up secure connectivity.

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:

This Cloud Service is included in IBM's Privacy Shield certification when Client chooses to host content 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.

3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware of an event that has impacted the Cloud Service availability. 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 5 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

For bundled Cloud Services (individual Cloud Service offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled Cloud Service, and not the monthly subscription fee for each individual Cloud Service. Client may only submit claims relating to one individual Cloud Service in a bundle at a given time.

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)
<99.5%	2%
< 99.0%	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 the 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 <hr style="width: 50%; margin-left: 0;"/> 43,200 total minutes	= 5% Availability credit for 98.8% availability during the contracted month
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3.3 Exclusions

App Connect trigger action flows developed in the App Connector Designer are not covered by this SLA.

4. Technical Support

Technical support for the Cloud Service is provided via email, online forums, and an online problem reporting system. IBM will make available the IBM Software as a Service Support Handbook which provides technical support contact information and other information and processes. 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 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 sold under one of the following charge metric(s) as specified in the Transaction Document:

- a. **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.
- b. **Virtual Processor Core** – is a unit of measure by which the Cloud Service can be obtained. A Physical 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 (for example, a blade or a rack-mounted device) that has the required components is considered itself a separate Physical Server. A Virtual Server is either a virtual computer created by partitioning the resources available to a Physical Server or an unpartitioned Physical Server. A Processor Core (commonly called a processor or CPU) is a functional unit within a computing device that interprets and executes instructions. A Processor Core consists of at least an instruction control unit, and one or more arithmetic or logic unit. A Virtual Processor Core is a Processor Core in an unpartitioned Physical Server, or a virtual core assigned to a Virtual Server. Sufficient entitlements must be obtained for each Virtual Processor Core made available to the Cloud Service during the measurement period specified in Client's Proof of Entitlement or Transaction Document.
- c. **Item** – is a unit of measure by which Cloud Service overages are charged. An Item is an occurrence of a specific item that is processed by, managed by, or related to the use of the Cloud Service. For this Cloud Service, an Item is an Action. An Action is an invocation of the Flow on behalf of Client, either as directly invoked by Client or run automatically in response to a trigger event. Each time a Flow is executed, it is one Action. Only Flows in execution are counted as Action, if the Flows are just deployed without being executed, then Actions are not counted. For example, if a Flow is from Point A to Point B, each time this Flow is called it is counted as 1 Action. Item overage charges will be assessed for each Action that exceeds Client's entitled usage based on the offering to which Client has subscribed.

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 Client's actual usage of the Cloud Service during the measurement period exceeds the entitlement stated on the PoE, or as defined in Client's selected configuration, then Client will be invoiced for the overage, as set forth 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, 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. Enabling Software

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

- a. **Secure Connector** is an optional component that provides security around the transfer of data between the Cloud Service and an endpoint located behind a firewall.

- b. Integration Studio is an optional component that enables a user to design and test integration projects offline and then publish them to the Cloud Service.

8. Additional Terms

8.1 General

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

8.2 Links to Third Party Websites or Other Services

The Cloud Service may contain links to or be used to access third party data services, databases, web services, software, or other third party content (all, "content"). Access to this content is provided "AS-IS", WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Access can be terminated by the relevant third parties at their sole discretion at any time. Client may be required to enter into separate agreements with the third parties for the access to or use of such content. IBM is not a party to any such separate agreements, but Client authorizes IBM to provide such access as part of the Cloud Service. As an express condition of this Agreement, Client agrees to comply with the terms of such separate agreements. Certain end point applications may be subject to usage limitations imposed by the application provider. This may result in a lower number of permitted calls to an application than the relevant Cloud Service monthly limit.