

### IBM Db2 on Cloud

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

IBM Cloud, IBM's open standards cloud platform for building, running, and managing apps and services, is a technical pre-requisite for the Cloud Service. New users can register for access via the online registration form: <https://console.ng.bluemix.net/registration>.

#### 1. Cloud Service

The Db2 on Cloud offerings provide a Db2 database that is optimized for online transaction processing (OLTP). The service includes a database that stores user data in a structured format. This database can be accessed and modeled according to the user's requirements through the service's console. The service's console allows users to create tables, load data into the tables and query the data loaded by the user.

#### 1.1 Offerings

The Client may select from the following available offerings.

##### 1.1.1 IBM Db2 on Cloud Fixed-Size Offerings

###### **IBM Db2 on Cloud High Availability 2.8.500**

One SQL database per service Instance on redundant dedicated virtual servers with 8GB RAM and 2 vCPUs. Provides up to 500GB of storage for data and logs.

###### **IBM Db2 on Cloud High Availability 12.128.1400**

One SQL database per service Instance on redundant dedicated bare metal servers with 128GB RAM and 12 Cores. Provides up to 1400GB of SSD storage for data and logs.

###### **IBM Db2 on Cloud High Availability 48.1000.10000**

One SQL database per service Instance on redundant dedicated bare metal servers with 1TB RAM and 48 Cores. Provides up to 11TB of storage for data and logs.

###### **IBM Db2 on Cloud 2.8.500**

One SQL database per service Instance on a dedicated server with 8GB RAM and 2 vCPUs. Provides up to 500 GB of storage for data and logs.

###### **IBM Db2 on Cloud 12.128.1400**

One SQL database per service Instance on a dedicated bare metal server with 128GB RAM and 12 Cores. Provides up to 1400GB of SSD storage for data and logs.

###### **IBM Db2 on Cloud 48.1000.10000**

One SQL database per service Instance on a dedicated bare metal server with 1TB RAM and 48 Cores. Provides up to 11TB of storage for data and logs.

##### 1.1.2 IBM Db2 on Cloud Flex Offerings

###### **IBM Db2 on Cloud High Availability Flex**

The "HA Flex Plan" is a replica of the Base Flex Plan for use in a high availability configuration. It includes one SQL database per service Instance with 4GB RAM, 1 Core, and 2GB of storage for data and logs.

###### **IBM Db2 on Cloud High Availability RAM Flex**

"RAM Flex" provides one additional Gigabyte of RAM per month above the RAM included in the Base Flex Plan.

###### **IBM Db2 on Cloud High Availability Storage Flex**

"Storage Flex" provides one additional Gigabyte of storage per month above the storage included in the Base Flex Plan.

### **IBM Db2 on Cloud Flex**

The "Base Flex Plan" includes one SQL database per service Instance with 4GB RAM, 1 Core, and 2GB of storage for data and logs.

### **IBM Db2 on Cloud RAM Flex**

"RAM Flex" provides one additional Gigabyte of RAM per month above the RAM included in the Base Flex Plan.

### **IBM Db2 on Cloud Storage Flex**

"Storage Flex" provides one additional Gigabyte of storage per month above the storage included in the Base Flex Plan.

### **IBM Db2 on Cloud Unlimited IO Flex**

"Unlimited IO Flex" charges for Events used by the Base Flex Plan and used by optional HA Flex Plan(s).

## **1.1.3 IBM Db2 on Cloud BYOL Offerings**

Db2 on Cloud Bring Your Own License (BYOL) offerings include the same configurations as the Db2 on Cloud offerings above, but the Client brings their on premises licenses for use in the Cloud Service. See Section 5.3, "Terms applicable to Db2 on Cloud BYOL", for more details.

### **IBM Db2 on Cloud BYOL High Availability 2.8.500**

One SQL database per service Instance on redundant dedicated bare metal servers with 8GB RAM and 2 Cores. Provides up to 500GB of SSD storage for data and logs.

### **IBM Db2 on Cloud BYOL High Availability 12.128.1400**

One SQL database per service Instance on redundant dedicated bare metal servers with 128GB RAM and 12 Cores. Provides up to 1400GB of SSD storage for data and logs.

### **IBM Db2 on Cloud BYOL High Availability 4800.1000.10000**

One SQL database per service Instance on redundant dedicated bare metal servers with 1TB RAM and 48 Cores. Provides up to 11TB of storage for data and logs.

### **IBM Db2 on Cloud BYOL 2.8.500**

One SQL database per service Instance on a dedicated bare metal server with 8GB RAM and 2 Cores. Provides up to 500GB of SSD storage for data and logs.

### **IBM Db2 on Cloud BYOL 12.128.1400**

One SQL database per service Instance on a dedicated bare metal server with 128GB RAM and 12 Cores. Provides up to 1400GB of SSD storage for data and logs.

### **IBM Db2 on Cloud BYOL 48.1000.10000**

One SQL database per service Instance on a dedicated bare metal server with 1TB RAM and 48 Cores. Provides up to 11TB of storage for data and logs.

### **IBM Db2 on Cloud BYOL High Availability Flex**

The "BYOL HA Flex Plan" is a replica of the BYOL Base Flex Plan for use in a high availability configuration. It includes one SQL database per service Instance with 4GB RAM, 1 Core, and 2GB of storage for data and logs.

### **IBM Db2 on Cloud BYOL High Availability RAM Flex**

"BYOL RAM Flex" provides one additional Gigabyte of RAM per month above the RAM included in the BYOL Base Flex Plan.

### **IBM Db2 on Cloud BYOL High Availability Storage Flex**

"BYOL Storage Flex" provides one additional Gigabyte of storage per month above the storage included in the Base Flex Plan.

### **IBM Db2 on Cloud BYOL Flex**

The "BYOL Base Flex Plan" includes one SQL database per service Instance with 4GB RAM, 1 Core, and 2GB of storage for data and logs.

### **IBM Db2 on Cloud BYOL RAM Flex**

"BYOL RAM Flex" provides one additional Gigabyte of RAM per month above the RAM included in the Base Flex Plan.

### **IBM Db2 on Cloud BYOL Storage Flex**

"BYOL Storage Flex" provides one additional Gigabyte of storage per month above the storage included in the Base Flex Plan.

### **IBM Db2 on Cloud BYOL Unlimited IO Flex**

"BYOL Unlimited IO Flex" charges for Events used by the Base Flex Plan and used by optional HA Flex Plan(s).

#### **1.1.4 IBM Db2 on Cloud Hybrid Plans**

The IBM Db2 on Cloud Hybrid Flex plans are only applicable to Clients who have purchased the IBM Hybrid Data Management Platform subscription offering. Core, memory and/or storage values below are subject to maximum scalability limits described in the Cloud Service catalogue page or other documentation.

##### **IBM Db2 on Cloud Hybrid Flex Plan**

The IBM Db2 on Cloud Hybrid Flex plan provides one SQL database on a private virtual server hosted on the IBM Cloud. For each Instance, the database server includes 1 processor core, 4 GB RAM, and 2 GB of storage for data and logs, as allocated by Client. Additional compute or storage resources can be applied to scale beyond this base configuration. Charges are specified in the Service Description for the IBM Hybrid Data Management Platform.

##### **IBM Db2 on Cloud Hybrid Flex for AWS Plan**

The IBM Db2 on Cloud Hybrid Flex for AWS plan provides one SQL database on a private virtual server hosted on Amazon Web Services (AWS). Plan requires initial entitlements of 4 VPC, 30.5 GB RAM, and 100 GB Storage. Additional processor cores, gigabytes of RAM, and gigabytes of storage are acquired and applied to each virtual server independently, which will be charged as specified in the Service Description for the IBM Hybrid Data Management Platform.

## **1.2 Optional Services**

### **1.2.1 IBM Db2 on Cloud Geo-Replicated Disaster Node**

One additional virtual or bare metal server with the same specifications as the base IBM Db2 on Cloud offering for failover purposes. Can be used with any offering listed in Section 1.1.1 "IBM Db2 on Cloud Fixed-Size Offerings" or Section 1.1.2 "IBM Db2 on Cloud Flex Offerings" or Section 1.1.3 "IBM Db2 on Cloud BYOL Offerings".

## **1.3 Acceleration Services**

### **1.3.1 IBM Db2 on Cloud Jump Start**

Provides up to 50 hours of remote consulting time for startup activities including (1) assistance with use cases, (2) coaching on best practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading, and (4) other administrative and configuration topics of interest (collectively, "Startup Activities"). Services are purchased per Engagement.

### **1.3.2 IBM Db2 on Cloud Accelerator**

Provides up to 50 hours of remote consulting time for performing Startup Activities or other activities specified and scoped at the time of purchase in one or more mutually agreed transaction documents. Services are purchased per Engagement.

## **2. Data Processing and Protection Data Sheets**

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies to personal data contained in Content, if and to the extent i) the

European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=26807B304DE611E69D99A7F65171374C>

### 3. Service Levels and Technical Support

#### 3.1 Service Level Agreement

IBM provides the Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at [https://www.ibm.com/software/support/saas\\_support\\_overview.html](https://www.ibm.com/software/support/saas_support_overview.html).

High Availability Plans Availability Service Level	Non-High Availability Plans Availability Service Level	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 99.99%	Less than 99.5%	10%
Less than 99%	Less than 99%	25%

\* The subscription fee is the contracted price for the month which is subject to the claim.

#### 3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

### 4. Charges

#### 4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Engagement is a professional or training service related to the Cloud Services.
- Instance is each access to specific configuration of the Cloud Services.
- Gigabyte-Month is the monthly average number of Gigabytes, rounded up to the nearest Gigabyte, used, stored or configured in the Cloud Services.
- Event is an occurrence of a specific event that is processed by or related to the use of the Cloud Services.
- Virtual Processor Core is a standard capacity, virtualized processor that is available to or managed by the Cloud Services.

#### 4.2 Remote Services Charges

A remote service will expire 90 days from purchase regardless of whether the remote service has been used.

### 5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

#### 5.1 Enabling Software

Enabling Software is provided to Client under the following terms:

Enabling Software	Applicable License Terms (if any)
IBM Data Server Driver Package v11.1	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/A13348EC3D451D5F852580890042140B?OpenDocument">http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/A13348EC3D451D5F852580890042140B?OpenDocument</a>
IBM Data Server Manager Enterprise v2.1	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/F0B7F3B557A73D4C852580830079A197?OpenDocument">http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/F0B7F3B557A73D4C852580830079A197?OpenDocument</a>
IBM Data Studio v4.1	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/8EE7B373D3B303F085257EC40040DDE0?OpenDocument">http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/8EE7B373D3B303F085257EC40040DDE0?OpenDocument</a>
IBM Database Conversion Workbench v4.0	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/1DB8E7F370D1B84E85257FA3004F99BF?OpenDocument">http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/1DB8E7F370D1B84E85257FA3004F99BF?OpenDocument</a>
IBM InfoSphere Data Architect v9.1	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/2BB03C6D51BC9FC385257EC40040DFC5?OpenDocument">http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/2BB03C6D51BC9FC385257EC40040DFC5?OpenDocument</a>
IBM InfoSphere DataStage v11.5	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/B94C06F394B45EA685257ECB007716AB?OpenDocument">http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/B94C06F394B45EA685257ECB007716AB?OpenDocument</a>
IBM InfoSphere DataStage and QualityStage Designer v11.5	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/C2AAB3F9A435FC1285257ECB00772255?OpenDocument">http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/C2AAB3F9A435FC1285257ECB00772255?OpenDocument</a>

## 5.2 Content and Data Protection Features and Responsibilities

The Cloud Service implements the following security features:

When the Cloud Service is provisioned, a single administrative user is created for Client. The Db2 on Cloud console provides administrative users the ability to create additional users. Client is wholly responsible for managing the users defined via the console and the level of access assigned to them.

Both administrative and regular users are able to directly access the Cloud Service data store using IBM Db2 client programs run outside the Cloud Service. Client is wholly responsible for ensuring that such access is secured according to Client's requirements. For example, Client may configure the clients such that SSL is used to protect network traffic.

The Cloud Service allows Client to manage the access rights associated with some database objects, such as tables. Client is wholly responsible for assigning, managing and reviewing these access rights.

The Cloud Service databases are automatically encrypted. The encryption uses Advanced Encryption Standard (AES) in Cipher-Block Chaining (CBC) mode with a 256 bits key. Also, database backup images are automatically compressed and encrypted. Backup images are encrypted using AES in CBC mode with 256 bit keys.

## 5.3 Backup

Backups are performed daily for production instances. IBM will retain a backup copy of Client's data for fourteen days. Client is responsible for configuring the Cloud Service security to prohibit individual users from deleting data, and once the data is deleted Client acknowledges and agrees IBM is not obligated to recover the deleted data and, if available, may charge for such effort.

## 5.4 Terms applicable to Db2 on Cloud BYOL

Bring Your Own Licenses (BYOL) offerings require the Client to have previously acquired appropriate license entitlements to the associated IBM program identified in the table below. Client's entitlements to the BYOL SaaS cannot exceed Client's entitlements to the associated IBM program, in the ratios specified below.

The BYOL offering does not include Subscription and Support for the associated IBM program. Client represents they have acquired the applicable (1) license entitlements and (2) Subscription and Support for the associated IBM program. During the Subscription Period of the BYOL offering, Client must maintain current Subscription and Support for the IBM program entitlements used in conjunction with the

BYOL offering entitlements. In the event either Client's license to use the associated IBM program or Client's Subscription and Support for the associated IBM program is terminated, Client's right to use the BYOL offering will terminate.

The table below outlines the ratio of entitlements for the associated IBM program required for usage of the BYOL offering under the stated corresponding entitlement.

Client may continue to use the entitlements to the associated IBM program that are applied to usage of the BYOL offering to deploy the associated IBM program concurrently with Client's use of the BYOL offering for the following period (the "Concurrent Usage period"): for Clients with a subscription term of less than three (3) years, no longer than ninety (90) days after the start of the Client's initial subscription to the BYOL offering; for Clients with a subscription term of three (3) years or more, no longer than one (1) year after the start of the Client's initial subscription to the BYOL offering. After the end of the Concurrent Usage period, for the duration of Client's use of the BYOL offering, Client's entitlements to the associated IBM program applied to usage of the BYOL offering are suspended and Client may no longer use those entitlements to deploy the associated IBM program (subject to any stated exceptions).

Associated IBM Program	BYOL Offering	Ratio n/m*
IBM Db2 Advanced Enterprise Server Edition	<ul style="list-style-type: none"> <li>a. IBM Db2 on Cloud BYOL 2.8.500</li> <li>b. IBM Db2 on Cloud BYOL 12.128.1400</li> <li>c. IBM Db2 on Cloud BYOL 48.1000.10000</li> <li>d. IBM Db2 on Cloud BYOL Flex</li> <li>e. IBM Db2 on Cloud BYOL High Availability 2.8.500</li> <li>f. IBM Db2 on Cloud BYOL High Availability 12.128.1400</li> <li>g. IBM Db2 on Cloud BYOL High Availability 48.1000.10000</li> <li>h. IBM Db2 on Cloud BYOL High Availability Flex</li> </ul>	<ul style="list-style-type: none"> <li>a. Ratio: 140 PVU / 1 Instance</li> <li>b. Ratio: 840 PVU / 1 Instance</li> <li>c. Ratio: 3360 PVU / 1 Instance</li> <li>d. Ratio: 70 PVU / 1 Instance</li> <li>e. Ratio: 240 PVU / 1 Instance</li> <li>f. Ratio: 940 PVU / 1 Instance</li> <li>g. Ratio: 3460 PVU / 1 Instance</li> <li>h. Ratio: 170 PVU / 1 Instance</li> </ul>
IBM Db2 Advanced CEO IBM Db2 Developer Edition	<ul style="list-style-type: none"> <li>a. IBM Db2 on Cloud BYOL 2.8.500</li> <li>b. IBM Db2 on Cloud BYOL 12.128.1400</li> <li>c. IBM Db2 on Cloud BYOL 48.1000.10000</li> <li>d. IBM Db2 on Cloud BYOL Flex</li> <li>e. IBM Db2 on Cloud BYOL High Availability 2.8.500</li> <li>f. IBM Db2 on Cloud BYOL High Availability 12.128.1400</li> <li>g. IBM Db2 on Cloud BYOL High Availability 48.1000.10000</li> <li>h. IBM Db2 on Cloud BYOL High Availability Flex</li> </ul>	Ratio: 1 to N Authorized Users/1 Instance**/**

Associated IBM Program	BYOL Offering	Ratio n/m*
IBM Hybrid Data Management Platform On Premise	<ul style="list-style-type: none"> <li>a. IBM Db2 on Cloud BYOL 2.8.500</li> <li>b. IBM Db2 on Cloud BYOL 12.128.1400</li> <li>c. IBM Db2 on Cloud BYOL 48.1000.10000</li> <li>d. IBM Db2 on Cloud BYOL Flex</li> <li>e. IBM Db2 on Cloud BYOL High Availability 2.8.500</li> <li>f. IBM Db2 on Cloud BYOL High Availability 12.128.1400</li> <li>g. IBM Db2 on Cloud BYOL High Availability 48.1000.10000</li> <li>h. IBM Db2 on Cloud BYOL High Availability Flex</li> </ul>	<ul style="list-style-type: none"> <li>a. Ratio: 122,920 Flexpoints / 1 Instance</li> <li>b. Ratio: 737,520 Flexpoints / 1 Instance</li> <li>c. Ratio: 2,950,080 Flexpoints / 1 Instance</li> <li>d. Ratio: 61,460 Flexpoints / 1 Instance</li> <li>e. Ratio: 210,720 Flexpoints / 1 Instance</li> <li>f. Ratio: 825,320 Flexpoints / 1 Instance</li> <li>g. Ratio: 3,037,880 Flexpoints / 1 Instance</li> <li>h. Ratio: 149,260 Flexpoints / 1 Instance</li> </ul>

\* "Ratio n/m" means that for every ('n') entitlements of the indicated metric for the associated IBM program, Client may apply those entitlements into the specified number ('m') entitlements of the indicated metric for the BYOL offering.

\*\* Exception for Db2 Advanced CEO Offering and Db2 Developer Edition: Notwithstanding the above terms, where Client applies Authorized User entitlements for either Db2 Advanced CEO Offering or Db2 Developer Edition to the BYOL offering, the sum of Client's Authorized User entitlements, irrespective of quantity, may be applied to 1 (total) Instance entitlement to the BYOL offering, on the following additional terms: (1) Client may continue to use all Authorized User entitlements to Client's deployment of the associated IBM program concurrently with Client's use of the BYOL offering; provided that (2) the BYOL offering may be accessed and used only by those Authorized Users for which Client has entitlements for the associated IBM program.

\*\*\* Exception for Db2 Developer Edition: In addition to the above restrictions, where Client applies entitlements for Db2 Developer Edition to the BYOL offering, Client's use of the BYOL offering is limited to Non-Production use only. "Non-Production" means the BYOL offering can only be used as part of Client's internal development and test environment for internal non-production activities, including but not limited to testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the BYOL offering using published application programming interfaces. Client is not authorized to use any part of the Cloud Service for any other purposes without acquiring the appropriate production entitlements.

## 6. Overriding Terms

### 6.1 Terms Applicable to Db2 on Cloud Offerings for AWS

The following prevails over anything to the contrary in the base Cloud Service terms between the parties.

If Client's Cloud Service entitlement is specified as "for AWS", the following terms apply:

The Cloud Service application layer and Client's data and content are hosted on a third-party cloud services infrastructure and platform not managed by IBM. The Cloud Service infrastructure, certain aspects of the Cloud Service platform, and related services, including: data center, servers, storage and network; application and data backup; firewall and threat detection; and APIs for application deployment, monitoring and operation (collectively, the "Third Party Cloud Platform Services") are hosted and managed by the third-party provider. Accordingly, notwithstanding anything in this Service Description or the base services agreement under which this Cloud Service is provided (e.g., the IBM Cloud Services Agreement) (the "Base Agreement"):

- a. If the provider of the Third Party Cloud Platform Services notifies IBM that it has withdrawn or terminated its services or IBM's or Client's access to such services, IBM may (i) provide Client access to a functionally-equivalent IBM-hosted Cloud Service offering; or (ii) terminate the Cloud Service immediately upon the effective date of such termination by the third party provider by providing notice of termination to Client.

- b. IBM makes no warranties or conditions, express or implied, and IBM will have no liability to Client, regarding the Third- Party Cloud Platform Services or to the Cloud Service to the extent dependent on the Third- Party Cloud Platform Services.

## **6.2 Content and Data Protection for Healthcare Information**

Notwithstanding information in the Data Sheet for this Cloud Service regarding the Health Information Portability and Accountability Act of 1996 ("HIPAA") and the permitted use of Health Information and Health data as Types of Personal Data and/or Special Categories of Personal Data (collectively, "Health Data") with this Cloud Service, use of Health Data with this Cloud Service is subject to the following limitations and conditions:

Only the following Db2 on Cloud offerings are eligible to be provisioned to implement the controls required under HIPAA Privacy and Security Rule for use with Health Data:

- IBM Db2 on Cloud 12.128.1400
- IBM Db2 on Cloud High Availability 12.128.1400
- IBM Db2 on Cloud 48.1000.10000
- IBM Db2 on Cloud High Availability 48.1000.10000
- IBM Db2 on Cloud Flex
- IBM Db2 on Cloud High Availability Flex

The above listed offerings are only provisioned to implement the HIPAA Privacy and Security Rule controls for use with Health Data if Client notifies IBM in advance that Client will use Health Data with the Cloud Service and IBM confirms in writing that the Cloud Service will be provisioned for Health Data usage. Accordingly, the Cloud Service may not be used for the transmission, storage or other usage of any Health Data protected under HIPAA unless (i) Client provides IBM such notification; (ii) IBM and Client have entered into an applicable Business Associate Agreement; and (iii) IBM provides Client with express written confirmation that the Cloud Service can be used with Health Data.

In no event shall the Cloud Service be used for processing Health Data as a health care clearinghouse within the meaning of HIPAA.