IBM Business Process Manager Hybrid Entitlement

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

The Hybrid entitlement offering provides a business process management platform for visibility and management of business processes. The Program includes process design, execution, monitoring, and optimization capabilities. Clients are entitled to access the functionality either in an IBM managed cloud environment or download and install IBM Business Process Manager (IBM BPM) in the environment of Client's choice.

Client must purchase a quantity of either Authorized Users or Concurrent Users to get access to the following capabilities:

1.1 Operating Environments

A single instance of the Cloud Service includes a dedicated development, test, and process runtime environment with the following characteristics:

- Development environment – a virtual Process Center Advanced environment with at least one cluster member. Capacity for the development environment is based on the default quantity of authors plus any additional authors purchased for the Cloud Service instance.
- Test environment – a virtual Process Server Advanced environment with one cluster member. Capacity for the test environment is based on the number of Authorized or Concurrent users purchased for the Cloud Service instance.
- Process runtime environment – a highly available virtual Process Server Advanced environment with at least two cluster members and a highly available database cluster. This provides a production ready environment. Capacity for the process runtime environment is based on the number of Authorized or Concurrent users purchased for the Cloud Service instance.

Environments when used in the Client's location of choice:

- Development environment – entitled to a Process Center Advanced environment to support only the quantity of default designer tool authors plus any additional authors purchased.
- Test environment – entitled to a Process Server Advanced Non-production environment to support only the number of Authorized or Concurrent Users purchased.
- Process runtime environment – entitled to a highly available Process Server Advanced environment to support the number of Authorized or Concurrent Users purchased.

1.2 Cloud Based Features

a. Cloud Service Web Site – provides a web site for users to access the operating environments and administration capability for configuring and managing the Cloud Service.

b. Virtual Private Network (VPN) – provides an optional single software based VPN connection for secure and encrypted communication from the Cloud Service to systems external to the Cloud Service. Information about the VPN will be provided upon written request through a support ticket.

c. Email Notifications – provides a notification function that notifies users about their Cloud Service access, password changes and will also notify administrators of Cloud Service status and scheduled changes.

d. Automatic Online Backup – performs a daily backup that can be used for automated recovery of the Cloud Service. The backup is encrypted and stored at a different data center location in the same global region.

e. Automated Monitoring and Recovery – monitors the availability of the Cloud Service and executes a recovery if it becomes unresponsive or unreachable.
f. Account Administrator – has a user login and password which provides access to the operating environment in order to manage a user's access to the operating environment and assign and delete user roles. Multiple users may be granted Account Administrator access.

g. Scheduled Service Updates – Maintenance and feature updates to the Cloud Service occur every 30 to 90 days. IBM will provide a 72 hour notification to Account Administrators prior to scheduled service updates. For major updates that involve an IBM Business Process Manager version upgrade, IBM will coordinate with Clients to upgrade the development environment to enable Clients to test the new version before the process runtime environment is upgraded. Clients are responsible for testing any process application at the new version within the development environment and providing written feedback to IBM within 30 days on any issues through a support ticket.

1.3 Optional Features

1.3.1 IBM Business Process Manager Hybrid Entitlement Additional Author

The Cloud Service provides a purchase option for additional Cloud Service users to access the Development environment(s), the IBM Process Designer enabling software, and/or the IBM Integration Designer enabling software. The additional authors are permitted to only access the development environment(s) in the cloud or set up in the location of the Client's choosing.

1.3.1 IBM Business Process Manager Hybrid Entitlement Test Environment

The Cloud Service provides a purchase option for additional test environments for non-production use. Each test environment provides a separate virtual process server environment. Capacity for this environment is based on the number of Test Environment users purchased.

Entitlement to the Test Environment provides Client with an additional test environment from the one included in the managed cloud. Test Environment users are only permitted to access this additional test environment, whether via the cloud or installed as a non-production environment set up in the location of Client's choosing.

1.3.2 IBM Business Process Manager Hybrid Entitlement Runtime Environment

The Cloud Service provides a purchase option for additional process runtime environments for production or non-production use. Capacity for this environment is based on the number of Process Runtime Users purchased.

Entitlement to the Runtime Environment provides Client with an additional runtime environment from the one included in the managed cloud. The process runtime users purchased are only permitted to access the additional runtime environment, whether via the cloud or set up in the location of Client's choosing.

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 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.

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 one twelfth (1/12th) of the annual charge for the Cloud Service.

### 3.2 Service Levels

<table>
<thead>
<tr>
<th>Availability during a contracted month</th>
<th>Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 99.93%</td>
<td>5%</td>
</tr>
<tr>
<td>&lt; 99.50%</td>
<td>10%</td>
</tr>
<tr>
<td>&lt; 99.00%</td>
<td>50%</td>
</tr>
<tr>
<td>&lt; 95.00%</td>
<td>75%</td>
</tr>
<tr>
<td>&lt; 90.00%</td>
<td>100%</td>
</tr>
</tbody>
</table>

* 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: 60 minutes total Downtime during contracted month

\[
\frac{43,200 \text{ total minutes in a 30 day contracted month} - 60 \text{ minutes Downtime}}{43,200 \text{ total minutes}} = \frac{43,140 \text{ minutes}}{43,200 \text{ total minutes}} = 5\% \text{ Availability credit for 99.86\% availability during the contracted month}
\]

### 4. Technical Support

Technical support for the Cloud Service is provided via email and an online problem reporting system. More information about hours of availability, email addresses, online problem reporting systems, and other technical support communication vehicles and processes are described in the documentation for the Cloud Service and the IBM Software Support Handbook. Technical support is offered with the Cloud Service and is not available as a separate offering.
<table>
<thead>
<tr>
<th>Severity</th>
<th>Severity Definition</th>
<th>Response Time Objectives During Support Hours</th>
<th>Response Time Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Critical business impact/service down:</strong> 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.</td>
<td>Within 1 hour</td>
<td>24x7</td>
</tr>
<tr>
<td>2</td>
<td><strong>Significant business impact:</strong> A service feature or function is severely restricted in its use or Client is in jeopardy of missing business deadlines.</td>
<td>Within 2 business hours</td>
<td>M-F business hours</td>
</tr>
<tr>
<td>3</td>
<td><strong>Minor business impact:</strong> Indicates the service or functionality is usable and it is not presenting a critical impact on operations.</td>
<td>Within 4 business hours</td>
<td>M-F business hours</td>
</tr>
<tr>
<td>4</td>
<td><strong>Minimal business impact:</strong> An inquiry or non-technical request.</td>
<td>Within 1 business day</td>
<td>M-F business hours</td>
</tr>
</tbody>
</table>

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. **Concurrent User** – is a unit of measure by which the Cloud Service can be obtained. A Concurrent User is a person who is accessing the Cloud Service at any particular point in time. Regardless of whether the person is simultaneously accessing the Cloud Service multiple times, the person counts only as a single Concurrent User. Client must obtain entitlements for the maximum number of Concurrent Users simultaneously accessing the Cloud Service in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means during the measurement period specified in Client's PoE or Transaction Document.

c. **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.

5.2 **Set-Up Charges**

An initial one-time setup fee applies at the rate and billing term specified in the Transaction Document. A one-time set-up fee will apply to the following:

- each Cloud Service instance ordered
- each additional Test Environment ordered
- each additional Process Runtime Environment ordered

5.3 **Partial Month Charges**

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.
5.4 **Overage Charges**
If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, Client will be charged for the overage as specified 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.

Enabling software included with the Cloud Service is:
- IBM Process Designer
- IBM Integration Designer

Designer Tool Access – Client may access and download the Enabling Software IBM Process Designer and/or IBM Integration Designer to develop process applications. The Enabling Software runs on a Client desktop system and remotely connects to the Cloud Service.

Designer Tool User Restriction – The Cloud Service allows up to five (5) Cloud Service users to access and use the IBM Process Designer and/or IBM Integration Designer Enabling Software.

8. **Additional Terms**

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

8.2 **Links to Third Party Websites or Other Services**
If Client or a Cloud Service User transmits Content to a third party website or other service that is linked to or made accessible by the Cloud Service, Client and the Cloud Service User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Client and the third party website or service. IBM makes no warranties or representations about such third party sites or services, and shall have no liability for such third party sites or services.

8.3 **Benchmarking**
Client may disclose the results of any benchmark test of the Cloud Service or its subcomponents to any third party provided that Client (A) publicly discloses the complete methodology used in the benchmark test (for example, hardware and software setup, installation procedure and configuration files), (B) performs Client's benchmark testing running the Cloud Service in its Specified Operating Environment using the latest applicable updates, patches and fixes available for the Cloud Service from IBM or third parties that provide IBM products ("Third Parties"), and (C) follows any and all performance tuning and "best practices" guidance available in the Program's documentation and on IBM's support web sites for the Program. If Licensee publishes the results of any benchmark tests for the Cloud Service, then notwithstanding anything to the contrary in any agreement between Client and IBM or Third Parties, IBM and Third Parties will have the right to publish the results of benchmark tests with respect to Client's products provided IBM or Third Parties complies with the requirements of (A), (B) and (C) above in its testing of Client's products.

8.4 **Accelerators and Sample Materials**
The Cloud Service may include some components in source code form ("Source Components") and other materials that will be identified as "Sample Materials". Client may copy and modify Source Components and Sample Materials for internal use only, provided however that Client may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. IBM provides
the Source Components and Sample Materials without obligation of support and "AS IS", WITH NO WARRANT OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANT OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.