

## Service Description

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### IBM Domino Applications on Cloud

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 Domino Applications on Cloud is offered based on the deployment environment configuration that best meets the Client's needs. The available configurations of the Cloud Service are described below.

##### 1.1 IBM Domino Applications on Cloud BYOL

###### 1.1.1 IBM Domino Applications on Cloud BYOL Primary

This Cloud Service allows hosting of IBM Domino application nsf or ntf file, up to 25GB in size per Application Instance.

###### 1.1.2 IBM Domino Applications on Cloud BYOL Replica

This Cloud Service allows hosting replica of IBM Domino application's primary nsf or ntf file, up to 25 GB in size per Application Instance. Client must purchase a IBM Domino Applications on Cloud Primary Application Instance in conjunction with one or more IBM Domino Applications on Cloud Replica Application instances.

###### 1.1.3 IBM Domino Applications on Cloud BYOL Non-Production

This Cloud Service allows hosting of IBM Domino application development or test nsf or ntf instance, up to 1 GB in size per Application Instance.

##### 1.2 IBM Domino Applications on Cloud Entry Edition

This Cloud Service allows hosting of IBM Domino application nsf or ntf file per Application Instance. A total of 250GB of storage is allocated to the service, regardless of the number of Application Instances.

##### 1.3 IBM Domino Applications on Cloud Standard Edition

###### 1.3.1 IBM Domino Applications on Cloud Standard Edition Primary

This Cloud Service allows hosting of IBM Domino application nsf or ntf file, up to 25GB in size per Application Instance.

###### 1.3.2 IBM Domino Applications on Cloud Standard Edition Replica

This Cloud Service only allows hosting replica of IBM Domino application's primary nsf or ntf file, up to 25 GB in size per Application Instance. Client must purchase a IBM Domino Applications on Cloud Primary Application Instance in conjunction with one or more IBM Domino Applications on Cloud Replica Application instances.

###### 1.3.3 IBM Domino Applications on Cloud Standard Edition Non-Production

This Cloud Service allows hosting of IBM Domino application development or test nsf or ntf instance, up to 1 GB in size per Application Instance.

##### 1.4 Optional Service

###### 1.4.1 IBM Hosted Domino Applications on Cloud Standard Edition Additional Storage

Additional storage may be added to a Standard Edition service in increments of 250 gigabytes.

##### 1.5 Setup Services

###### 1.5.1 IBM Hosted Domino Applications on Cloud Migration Advisory Services Engagement

This Engagement will provide forty (40) hours of Domino Applications on Cloud (DAC) expertise guidance to accelerate customers moving to the DAC environment.

## 1.5.2 IBM Hosted Domino Applications on Cloud Migration Service Fast Track Engagement

This Engagement will provide a Domino Applications on Cloud (DAC) Specialist to work with the customer to analyze, remediate, and move up to 10 Domino Applications to the DAC environment.

## 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):

### IBM Domino Applications on Cloud

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=01EBB6B0CBBA11E7AD0EC24C9513D95F>

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 an online problem reporting system. IBM's software as a service support guide available at

[https://www.ibm.com/software/support/saas\\_support\\_guide.html](https://www.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:

- Engagement is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the Cloud Service. Sufficient entitlements must be obtained to cover each Engagement.
- Application Instance is a unit of measure by which the Cloud Service can be obtained. An Application is a uniquely named software program. An Application Instance is a copy of the Application. An Application in multiple environments such as test, development, staging or production is considered a separate Application Instance. Multiple instances of an Application in a single environment are considered separate Application Instance. Sufficient Entitlements must be obtained to cover the number of Application Instances connected to or managed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

For purposes of this Cloud Service, an Application Instance is a Client developed, standard Domino storage database file in NSF ("Notes Storage Facility"), or NTF ("Notes Template Facility").

- Gigabyte is a unit of measure by which the Cloud Service can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

## 4.2 Set-Up Charges

A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

## 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. Renewals are subject to an annual price increase as specified in a quote. In the event the automatic renewal is after receipt of an IBM notice of a withdrawal of the Cloud Service, the renewal term will end the earlier of the end of the current renewal term or the announced withdrawal date.

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 Bring Your Own License (BYOL) Terms

Bring your own licenses (BYOL) Cloud Service requires 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 Cloud Service cannot exceed Client's entitlements to the associated IBM program, in the ratios specified below.

The BYOL Cloud Service 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 Cloud Service, Client must maintain current Subscription and Support for the IBM program entitlements used in conjunction with the

BYOL Cloud Service 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, IBM reserves the right to terminate the Cloud Service.

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

Once Client has obtained the BYOL Cloud Service and for the duration of Client's use of the BYOL Cloud Service, Client's entitlements to the associated IBM program applied to usage of the BYOL Cloud Service are suspended and Client may no longer use those entitlements for other deployments of the associated IBM program (subject to any stated exceptions).

| Associated IBM Program  | BYOL Cloud Service  | Conversion                              |
|---|---|---|
| <ul style="list-style-type: none"> <li>IBM Domino Enterprise Server</li> <li>IBM Domino Utility Server</li> </ul>   | <ul style="list-style-type: none"> <li>IBM Domino Applications on Cloud BYOL Primary Application Instance</li> </ul>  | *Ratio: 40 PVU / 1 Application Instance |
| <ul style="list-style-type: none"> <li>IBM Domino Enterprise Server</li> <li>IBM Domino Utility Server</li> </ul>   | <ul style="list-style-type: none"> <li>IBM Domino Applications on Cloud BYOL Non-Production Application Instance</li> </ul>   | Ratio: 40 PVU / 1 Application Instance  |
| <ul style="list-style-type: none"> <li>IBM Domino Enterprise Server</li> <li>IBM Domino Utility Server</li> </ul>   | <ul style="list-style-type: none"> <li>IBM Domino Applications on Cloud BYOL Replica Application Instance</li> </ul>  | Ratio: 40 PVU / 1 Application Instance  |
| <ul style="list-style-type: none"> <li>IBM Mail Dual Entitlement plus Applications Per User, or</li> <li>Complete Enterprise Option (CEO) Per User</li> </ul> | <ul style="list-style-type: none"> <li>IBM Domino Applications on Cloud BYOL Primary Application Instance</li> <li>IBM Domino Applications on Cloud BYOL Non-Production Application Instance</li> <li>IBM Domino Applications on Cloud BYOL Replica Application Instance</li> </ul> | ** Application Instances                |

\* "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 Cloud Service

\*\* If Client's entitlement to the associated IBM program has been obtained under Authorized User entitlements, Client is entitled to use the Cloud Service for the appropriate number of Application Instances provided all users accessing the service are covered by an Authorized User entitlement under the terms of the corresponding associated IBM program.

IBM will work with the Client to determine the appropriate number of Application Instances to be deployed for the Client's use of the Cloud Service. IBM reserves the right to limit the number of Application Instances and consolidate the number of applications on each Application Instance to ensure a stable and manageable Cloud Service.

### 6.3 Entry Edition and Standard Edition Terms

IBM Domino Applications on Cloud Entry Edition and Standard Edition includes access to applications (not including mail) from a web browser and /or IBM Client Application Access without requiring individual client access licenses, even if the application requires sign on (authentication with the IBM Domino Directory).

### 6.4 Enabling Software

The Entry Edition and Standard Edition Cloud Services require 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".

- IBM Client Application Access
- Domino Administrator and Domino Designer components of IBM Domino Designer
- IBM Security Directory Integrator

### 6.5 Processing Capacity

All Application Instances have a processing capacity limit of 420 Core Hours per calendar month. Core Hours are determined by multiplying the length of time in hours by the number of cores used by the Application Instance during that time.