



IBM Cloud Additional Service Description

IBM Cloud Object Storage (IaaS)

Except as noted below, the terms of the IBM Cloud Service Description apply.

1. Cloud Service

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Cloud Object Storage (IaaS)

IBM Cloud Object Storage service provides a secure, flexible, scalable public cloud storage for unstructured data. The Cloud Object Storage service is ideal for cost-effectively storing large volumes of unstructured data with durability, security, and availability. With Cloud Object Storage, developers and organizations can easily store and access data for analytics, IoT, social, cognitive and IBM Cloud workloads. Users can also use Cloud Object Store for low cost cloud storage for archiving and long-term data retention. With Cloud Object Storage, users can choose the level of resiliency that's right for their workloads including Cross Region and Regional resiliency. Users can quickly deploy storage buckets with the Cloud Object Storage UI and API and choose the storage class that's right for their active, cool, cold and dynamic data workloads.

2. Data Processing and Protection Data Sheets

The Data Sheet applicable for this service and the terms of this section provides the details and terms, including Client responsibilities, around use of this service. The following Data Sheet(s) apply to this service:

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=6FFA4900DA9711E7AD0EC24C9513D95F>

3. Service Levels and Technical Support

3.1 Service Level Agreement

The following Availability SLA replaces the Infrastructure Services Availability SLA.

For each five-minute period, an availability percentage is determined by dividing the number of service requests that results in an error code of either "Internal Service Error" or "Service Unavailable," by the total number of service requests within that period. Service requests with such error codes will be excluded if the error is related to an exclusion listed in the IBM Cloud Service Description, or if Client does not use published cross region global endpoints with a cross region offering. The monthly availability percentage is the average of the five-minute availability percentages for a contracted month.

Object Storage Class Availability Level			Credit
Standard/Flex	Vault	Cold	
< 99.95%	< 99.50%	< 99.00%	10%
< 99.90%	< 99.00%	< 98.00%	25%

Client must submit an SLA claim by using the form at IBM cloud support within 60 days after the end of a contracted month providing sufficient information to identify the storage account and/or storage buckets affected, received error messages, including date, time, and endpoint used to connect to Cloud Object Storage, and other information necessary to validate the claim, referencing IBM support tickets, as applicable. The credit will be the highest applicable compensation based on the applicable Availability Service Level during a contracted month and calculated using the monthly charges for such affected service. Credits cannot exceed 25% of such monthly charge. This SLA applies for IBM Cloud Object Storage offerings only and excludes Openstack Object Storage offerings.

3.2 Technical Support

The support terms set forth in the base IBM Cloud Service Description apply to this service.

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:

- API Call is the invocation of the Cloud Services through a programmable interface.
- Gigabyte (GB) Transmitted is each GB (2 to the 30th power bytes) of data transmitted to and from the Cloud Services.
- Gigabyte (GB)-Month is a GB (2 to the 30th power bytes) analyzed, used, stored or configured in the Cloud Services during a month.

5. Additional Terms

5.1 HIPAA

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

- IBM Cloud Object Storage

The offerings listed above may be provisioned to implement the HIPAA Privacy and Security Rule controls for use with Health Data only 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.

5.2 GDPR

Regarding General Data Protection Regulation and the permitted use of Health Data, use of Health Data with this Cloud Service is subject to the following limitations and conditions:

Only the offerings listed above may be provisioned to implement the GDPR controls for use with Health Data, and only if Client notifies IBM in advance that Client will use Health Data with the Cloud Service.

Accordingly, the Cloud Service may not be used for the transmission, storage, or other usage of any Health Data protected under GDPR unless Client provides IBM such notification.