

Service Description

IBM MQ 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

1.1 IBM MQ on Cloud

IBM MQ is messaging middleware that helps the integration of diverse applications and business data across multiple platforms, using message queues to facilitate the exchanges of information. The IBM MQ on Cloud service enables the Client to access IBM MQ functionality as a hosted cloud offering. IBM MQ on Cloud handles upgrades, patches, and many of the infrastructure tasks on Client's behalf, so the Client can focus on integrating its applications.

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. At the time of provisioning, Client must have an IBM Cloud account. New users can register for access via the online registration form:

<https://console.bluemix.net/registration>.

1.2 IBM MQ on Cloud Hybrid Entitlement

This Cloud Service allows Client to access the IBM MQ functionality either as a cloud offering, or installed in the Client's environment of choice. The IBM Program included with this Hybrid Entitlement offering is IBM MQ Advanced.

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

1.3 IBM MQ on Cloud BYOL

This Cloud Service allows Client to access the IBM MQ functionality as a cloud offering. Bring your own licenses (BYOL) offerings require the Client to have previously acquired appropriate license entitlements to the associated IBM Program. The IBM Program required by this IBM MQ on Cloud BYOL offering is IBM MQ or IBM MQ Advanced.

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):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=C4689E00EA0711E6884FEA3A345CB5C8>

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. 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 that there is a critical business impact and the Cloud Service is not available. 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 3 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 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

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)
Less than 99.9%	2%
Less than 99%	5%
Less than 95%	10%

* 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 a contracted month divided by the total number of minutes in the contracted month.

4. 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 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.

5. Entitlement and Billing Information

5.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- Virtual Processor Core is a unit of measure by which the Cloud Service can be obtained. A Virtual Processor Core is a standard capacity, virtualized processor that is assigned to the Cloud Service. Sufficient entitlements must be obtained for each Virtual Processor Core available to or managed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

5.2 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

5.3 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.

5.4 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

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. 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.

7. Additional Terms

7.1 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.

7.2 Enabling Software

The Cloud Service requires the use of enabling software (licensed under separate license terms) 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".

Enabling software included with the Cloud Service is:

- IBM MQ Clients
- IBM MQ Explorer

Client agrees to stay current with updates to the enabling software as notified by IBM to Client from time to time.

In the event of a conflict with the license terms accompanying the enabling software, this Service Description will prevail.

7.3 Terms applicable to MQ 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 (S&S) for the associated IBM Program. Client represents they have acquired the applicable (1) license entitlements and (2) S&S for the associated IBM Program. During the subscription period of the BYOL offering, Client must maintain current S&S 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 S&S 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. Once Client has obtained the BYOL offering and 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	BYOL Offering
IBM MQ	IBM MQ on Cloud BYOL	Ratio: 70 PVU / 1 VPC
IBM MQ Advanced	IBM MQ on Cloud BYOL	Ratio: 35 PVU / 1 VPC

* "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.