

Service Description

IBM Master Data Management Collaborative Edition 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

This Cloud Service is hosted on IBM Softlayer and offers the features of an on-premise Master Data Management Collaborative Edition (MDM CE) deployment without the complexity and risk of managing the supporting infrastructure.

Features include:

- a. preinstalled MDM configurations for development, test, staging and production MDM environments to manage a line of business through to enterprise application;
- b. fully customizable built in hardware and software infrastructure for backup;
- c. high availability; and
- d. secured connectivity for all Instances over VPN.

IBM does not guarantee that Client's implementation will fit within the designed sizing as described below since the actual capacity of each edition is dependent on the complexity of the underlying data model and the amount of history maintained. If Client exceeds the optimum usage specifications for the selected edition, Client may experience a decline in performance.

Information regarding the configuration details of the Production and Non-Production (Dev, QA, and Staging) instances for the below editions can be found at <https://public.dhe.ibm.com/cloud/bluemix/managed/mdmce>.

1.2 IBM Master Data Management Collaborative Edition on Cloud Small

This Cloud Service offers MDM CE installed into a virtual server configuration with high availability option (except for Database Tier) and is suitable as a production or pre-production operational MDM Hub. This Cloud Service is designed to support up to 250,000 items, 15 concurrent users and import/export rates of 200 items per minute.

1.3 IBM Master Data Management Collaborative Edition on Cloud Medium

This Cloud Service offers MDM CE installed into a virtual server configuration with high availability option and is suitable as a production or pre-production operational MDM Hub. This Cloud Service is designed to support up to 1,000,000 items, 35 concurrent users and import/export rates of 600 items per minute.

1.4 IBM Master Data Management Collaborative Edition on Cloud Large

This Cloud Service offers MDM CE installed into a virtual server configuration with high availability option and is suitable as a production or pre-production operational MDM Hub. The Cloud Service is designed to support up to 5,000,000 items, 75 concurrent users and import/export rates of 1,000 items per minute.

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=1CE23B80A6FB11E7B399BC7C1A437D15>

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 the IBM Cloud support portal which can be accessed at <https://ibm.biz/bluemixsupport>. Client can select the option of "Technical Support", and then the "Data & Analytics" option should be selected. All the relevant details should be filled in the form and ticket should be submitted. 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:

- 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. 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 30 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 30 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 30 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 [program] failure could give rise to a material threat of death or serious personal injury.