

Service Description

IBM Expert Labs Services Offerings for Integration and Development

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 provides the following remotely delivered services to accelerate Client planning and adoption of cloud offerings for Integration and Development (I and D).

1.1 IBM Cloud Adoption and Transformation Assessment for I and D

IBM provides this remotely delivered consultation service to assess one aspect of the Client's cloud adoption and transformation journey. IBM will work with the Client to develop a current state analysis heatmap, a list of best practice-based recommendations for future state and a prioritized set of next steps. The Assessment is conducted over the duration of two weeks (up to 10 days).

Activity 1 – Conduct Project Kickoff Meeting

IBM will conduct a kick-off call for up to two (2) days on a mutually agreed to date prior to commencement of this service to:

- review Client requirements and objectives for the Assessment;
- define Client and IBM roles and responsibilities for the Assessment;
- select the dimension and focus area to be discussed during Activity 2; and
- review planned activities, priorities and timelines for Activity 2.

Activity 2 – Assessment

As prioritized and defined in Activity 1, and as time permits, IBM will spend the remainder of duration in joint sessions where we:

- capture and confirm current state;
- complete assessment of current state against the focus area selected;
- refine and confirm conclusions; and
- document findings and recommendations.

Activity 3 – Presentation of Findings

IBM will prepare and deliver a view into:

- industry and IBM perspectives regarding cloud adoption and transformation;
- interview insights and observations for the assessment area;
- current state summary heatmap;
- best practice recommendations; and
- prioritized next steps.

IBM will deliver all discoveries and recommendations in a PowerPoint deck.

Client provides a person who will be the focal point for IBM communications relative to the Assessment and will have the authority to act on behalf of the Client in all matters regarding the Assessment.

Client will ensure that staff is available to provide such assistance as IBM reasonably requires to provide the Assessment. Client will ensure that staff has the appropriate skills and experience. If any of Client staff fails to perform as required, Client will make suitable additional or alternative staff available.

1.2 IBM Cloud Adoption and Transformation (CAT), Quickstart for I and D

IBM provides this remotely delivered consultation service to introduce the IBM Cloud Adoption and Transformation Dimensions, conduct discovery workshop(s) to understand Client current state, strategies

and priorities, and deliver recommendations regarding the findings, along with strategies and next steps towards their cloud adoption and transformation.

The QuickStart is conducted over the duration of a single week (up to 4 days).

Activity 1 – Conduct Project Kickoff Meeting

IBM will conduct a kick-off call for up to two (2) hours on a mutually agreed to date prior to commencement of this service to:

- review Client requirements and objectives for the Quickstart;
- define Client and IBM roles and responsibilities for the Quickstart;
- select two (2) use cases to be discussed during Activity 2; and
- review planned activities, priorities and timelines for Activity 2.

Activity 2 – Discovery Workshops

As prioritized and defined in Activity 1, and as time permits, IBM will spend the remainder of duration to conduct discovery workshops, review documentation and perform prioritized activities defined in Activity 1 that will include for each use case:

- assessment of current state;
- review of Client strategies;
- validation of strategies against the CAT framework; and
- review of industry trends.

Activity 3 – Final Playback

IBM develops a scorecard and quick win plan along with a future success story and presents these to the Client stakeholders. During the playback, IBM will validate next steps with the Client and deliver discoveries and recommendations in a PowerPoint deck.

Client provides a person who will be the focal point for IBM communications relative to the Quickstart and will have the authority to act on behalf of the Client in all matters regarding the Quickstart.

Client will ensure that staff is available to provide such assistance as IBM reasonably requires to provide the Quickstart. Client will ensure that staff has the appropriate skills and experience. If any of Client staff fails to perform as required, Client will make suitable additional or alternative staff available.

1.3 IBM Cloud Adoption and Transformation (CAT) Small Consulting Engagement for I and D

IBM provides this remotely delivered consultation service to take a comprehensive approach to analyzing Client's cloud adoption journey based on one priority area of focus (a CAT dimension). We will provide a structured assessment and improvement project with a roadmap. The focus is on key business, technical and cultural Client objectives backed by industry best practices and vendor-agnostic expertise, delivering an actionable and holistic roadmap as well as quick win improvements along the way.

The Small Consulting Engagement is conducted over the duration of 4 weeks.

Activity 1 – Conduct Project Kickoff Meeting

IBM will conduct a kick-off session for up to four (4) hours on a mutually agreed to date prior to commencement of this service to:

- review Client requirements and objectives for the Engagement;
- define Client and IBM roles and responsibilities for the Engagement;
- confirm dimension for focus during Engagement; and
- review planned activities, priorities and timelines for Engagement.

Activity 2 – Discover Workshops

As prioritized and defined in Activity 1 IBM will conduct discover workshops, review documentation and perform prioritized activities that will include for each use case:

- assessment of current state; and
- review of Client strategies.

Activity 3 – Assess & Analyze Workshops

As a continuation to Activity 2 IBM will conduct additional workshops, review documentation and capture the as is state that will include:

- validation of strategies against the CAT framework;
- review of industry trends;
- gap analysis of current state to the industry benchmark;
- complete observations and conclusions; and
- identify expert access session topic.

Activity 4 – Recommend Workshops

Following completion of the current state assessment, IBM will turn the focus onto the 'to-be' state for the Client. IBM will work with the Client, leveraging workshops and an expert access session to identify the desired 'to-be' state and targeted recommendations, along with an actionable roadmap:

- identification of to-be state;
- creation of targeted recommendations;
- capture of 90-day roadmap including quick wins; and
- conduct 1 expert access session on topic of choice.

Activity 5 – Engagement Close-out

IBM will develop a holistic and actionable 90-day roadmap and quick win plan along with a future success story and present these to the Client stakeholders. During the playback, IBM will validate next steps with the Client and deliver discoveries and recommendations in a PowerPoint deck

Client provides a person who will be the focal point for IBM communications relative to the Engagement and will have the authority to act on behalf of the Client in all matters regarding the Engagement.

Client will ensure that staff is available to provide such assistance as IBM reasonably requires to provide the Engagement. Client will ensure that staff has the appropriate skills and experience. If any of Client staff fails to perform as required, Client will make suitable additional or alternative staff available.

1.4 IBM Cloud Service Management & Operations (CSMO) Consultancy for I and D

IBM provides this remotely delivered consultation service to mentor and assist Client to discuss, plan strategy, define a high-level business strategy solution for Service Management and Operations disciplines for the Client's cloud (private, public, and hybrid) platform capabilities.

The Consultancy is conducted over the duration of two weeks (up to 10 days).

Activity 1 – Conduct Project Kickoff Meeting

IBM will conduct a kick-off meeting for up to one (1) day on a mutually agreed to date at the commencement of this service to:

- review Client requirements for the Consultancy;
- understand Client objectives for the Consultancy;
- define Client and IBM roles and responsibilities for the Consultancy;
- review any earlier provided documentation; and
- document planned activities, priorities and timelines for the Activity 2.

If a quantity of more than one (1) of this part is purchased in a single order, only one (1) project kick-off meeting will be held.

Activity 2 – Cloud Consultancy

a. As prioritized and defined in Activity 1, and as time permits, IBM will review documentation and perform prioritized activities defined in Activity 1 that will include:

- understand high-level Cloud architecture;
- validate Client's cloud service management and operational requirements, gaps and challenges;

- map key operations & management capabilities of Cloud strategy to Client's organizational requirements;
 - identify nonfunctional requirements; and
 - identify recommended changes and process improvement and continuous improvement areas of focus.
- b. In addition, IBM will provide guidance and share expert insight around cloud service management and operations. Tasks include:
- best practices on processes and procedures on cloud operations including relevant Client needs complementary to operations;
 - managing cloud instances as workloads move to cloud;
 - approaches on delivering high availability and reliability to cloud users;
 - information exchange for monitoring, logging, backups, scaling, HA/DR and move to production;
 - collaborative review of Client skills and discussion of staffing requirements and connection to organizational capabilities; and
 - knowledge sharing on any relevant Client needs complementary to Cloud Service Management.
- c. Mentoring on the following topics will also be included:
- trouble shooting cloud instances, using logs to fix issues, monitoring, including components;
 - identification and resolution of performance issue;
 - articulate incident management procedures (detect, isolate, diagnose, restore), discuss incident tool chain, as well as integration of incidents for Cloud; walkthrough of a sample Incident process for managing issues within cloud infrastructure and architecture;
 - explanation of setup and maintaining High Availability or Disaster Recovery procedures; and
 - ensure information exchange of security procedures such as account management, perimeter control, network, data, applications, risk and compliance.

Activity 3 – Final Playback

IBM will prepare and develop a document outlining:

- recommendations, findings, practice and process gaps or identified issues; and
- transformation roadmap/recommendations for Cloud Service Management; and Operations, the roadmap will include recommendations for services on complementary cloud service needs.

During the playback, IBM will validate next steps with the Client and deliver all discoveries and recommendations in a document.

Client provides a person who will be the focal point for IBM communications relative to the Consultancy and will have the authority to act on behalf of the Client in all matters regarding the Consultancy.

Client will ensure that staff is available to provide such assistance as IBM reasonably requires to provide the Consultancy. Client will ensure that staff has the appropriate skills and experience. If any of Client staff fails to perform as required, Client will make suitable additional or alternative staff available.

1.5 IBM DevOps Discovery and Solutioning Workshop for I and D

This two-week service is designed as a focused session between Client stakeholders and IBM experts on Cloud DevOps solutions that will work for Client needs and goals. IBM will facilitate a collaborative discussion based on business goals and measures for success; current practices, challenges and gaps; and a collaborative definition of a roadmap for deploying a Cloud DevOps solution relevant for the Client. The service consists of discovery teleconferences to gain background information and a workshop to convey industry-based insights and recommendations.

The DevOps Discovery and Solutioning workshop includes up to two people over a two and a half week period for a maximum of 13 days.

Activity 1 – Conduct Project Kickoff Meeting

IBM will conduct a kick-off meeting for up to two (2) hours on a mutually agreed to date at the commencement of this service to:

- review Client requirements for the Workshop;
- understand Client objectives for the Workshop;
- define Client and IBM roles and responsibilities for the Workshop;
- review assessment areas and DevOps method areas of focus; and
- document planned activities, priorities and timelines for the Activity 2.

Activity 2 – DevOps Workshop

During this activity, IBM experts will work with Client to:

- a. Conduct multiple discovery sessions based on the selected priority areas from Activity 1.
- b. Assimilate gathered information, clarify any areas required, create a gap analysis of current state to best practices, create a visual model of pain points, and create a list of recommendations, including any relevant Client requirements complementary to DevOps.
- c. Conduct a workshop where we review the list of detailed recommendations and jointly create:
 - prioritized list of recommendations;
 - recommended improvements list; and
 - improvement plan or roadmap based on business priorities.

Activity 3 – Final Playback

During the playback, IBM will prepare for a final briefing to Client executive sponsor, including discussion topics regarding complementary services based on business priorities and goals.

Client provides a person who will be the focal point for IBM communications relative to the Workshop and will have the authority to act on behalf of the Client in all matters regarding the Workshop.

Client will ensure that staff is available to provide such assistance as IBM reasonably requires to provide the Workshop. Client will ensure that staff has the appropriate skills and experience. If any of Client staff fails to perform as required, Client will make suitable additional or alternative staff available.

2. Content and Data Protection

Client agrees that no Client personal data that is subject to European General Data Protection Regulations (GDPR) requirements will be provided to IBM under this transaction.

In the event of a change, Client will notify IBM in writing and IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> will apply and supplements the Agreement. Additionally, IBM and Client will agree on a DPA Exhibit (as described in the DPA). The DPA Exhibit and, if applicable, a custom services DPA amendment will be added as an Appendix to this transaction.

3. Entitlement and Billing Information

3.1 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 services. Sufficient entitlements must be obtained to cover each Engagement.

3.2 Remote Services Charges

A remote service charge will be billed at the rate specified in the Transaction Document for such remote service and will expire 90 days from the date of purchase, regardless of whether all hours have been used.

4. Additional Terms

4.1 Ownership of Delivered Materials

Materials created by IBM in the performance of these offerings and delivered to Client (excluding any preexisting works on which those materials may be based) are works made for hire, to the extent permitted under applicable law, and are owned by Client. Client grants to IBM an irrevocable, perpetual, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on those materials.