

Service Description

IBM Hybrid Data Management Platform (Monthly Subscription)

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

The IBM Hybrid Data Management Platform offering allows Client to purchase FlexPoint entitlements on a monthly subscription basis that may be allocated and applied to usage of the specified licensed on-premise and IBM Cloud Service bundled offerings during the subscription period in accordance with the ratios and conditions below.

1.1 Bundled Offerings

The Cloud Service a multi-product subscription offering consisting of the Bundled Offerings (which include both Bundled Licensed Offerings and Bundled Cloud Service Offerings), identified below. Client is authorized to install and use such Bundled Offerings within the entitlement limits in the applicable Transaction Document for this Cloud Service and as stated in this Service Description. Client is not authorized to transfer or remarket the Bundled Offerings separate from the multi-product package. Each Bundled Offering may be accompanied by, and is subject to, its respective license terms or Cloud Service terms, as applicable, and those terms apply to Client's use of that Bundled Offering. In the event of conflict, the terms in this Service Description document supersede the Bundled Offering's terms. When Client's right to use this Cloud Service subscription expires or terminates, Client must discontinue use of the Bundled Offerings and, in the case of Bundled Licensed Offerings, destroy or promptly return all copies of the Bundled Offerings to the party from whom Client acquired the offering. If Client downloaded the Bundled Offerings, Client should contact the party from whom Client acquired the Bundled Offering. If Client wishes to use the Bundled Offering for any use beyond the limits set forth above, please contact an IBM Sales Representative or the party from whom Client acquired this Cloud Service to obtain the appropriate license or cloud service subscription, as applicable.

The following are Bundled Offerings included in this subscription offering:

Bundled Licensed Offerings:

- IBM Db2 Advanced Enterprise Server Edition
- IBM Db2 Warehouse
- IBM Db2 Big SQL
- IBM Db2 Event Store

Bundled Cloud Service Offerings:

- IBM Db2 Hosted – HDMP Flex Plan
- IBM Db2 on Cloud – HDMP Flex Plan
- IBM Db2 Warehouse on Cloud – HDMP Flex Plan

1.2 FlexPoint Requirements for Bundled Offerings

The Bundled Offering entitlement ratio tables below outline the number of FlexPoint entitlements required for authorized use of each Bundled Offering. Client may allocate FlexPoint entitlements among Bundled Offerings in a deployment combination of Client's choosing during each monthly subscription period, and may choose to re-allocate FlexPoints between Bundled Offerings at any time during the subscription period, provided that the sum of Client's allocation of FlexPoints to Client's usage of all the Bundled Offerings in accordance with the ratio tables below (rounded up to the nearest whole number of FlexPoints) does not exceed the total amount of Client's FlexPoint entitlements obtained for this Cloud Service. In the ratio tables below, the corresponding units of measure for the entitlements to the Bundled Offerings (e.g. Virtual Processor Core, or VPC) are described in their respective License Information documents or Service Description documents, as applicable, unless otherwise specified in this Service Description below.

1.2.1 Entitlement Ratio Tables

a. **FlexPoint requirements for Virtual Processor Core (VPC) by Bundled Offering**

Usage of each Bundled Offering below up to the maximum level of use permitted per VPC per month requires the specified number of FlexPoint entitlements to this Cloud Service subscription:

Offering	FlexPoints per VPC per Month
IBM Db2 Advanced Enterprise Server Edition	918
IBM Db2 Warehouse	459
IBM Db2 Big SQL	611
IBM Db2 Event Store	153
IBM Db2 Hosted – HDMP Flex Plan	459
IBM Db2 on Cloud – HDMP Flex Plan	459
IBM Db2 Warehouse on Cloud – HDMP Flex Plan	459

b. **FlexPoint requirements for Memory and Storage Expansion per Month for Bundled Cloud Service Offerings**

The Bundled Cloud Service Offerings include a base maximum allocation of memory and storage capacity per VPC, as specified in the Service Description for each Bundled Cloud Service Offering. For certain Bundled Cloud Service Offerings specified below, Client has the ability to apply FlexPoints for this Cloud Service subscription to expand the amount of memory and/or storage allocated beyond the base capacity in Gigabytes specified in the offering's Service Description, in the following ratios:

- **Memory Expansion FlexPoint Requirements per GB**

Offering	FlexPoints per GB per Month
IBM Db2 Hosted – HDMP Flex Plan	1.625 FlexPoints per GB

(Memory expansion not available for Db2 on Cloud – HDMP Flex Plan or Db2 Warehouse on Cloud – HDMP Flex Plan).

- **Storage Expansion FlexPoint Requirements per GB**

Offering	FlexPoints per GB per Month
IBM Db2 Hosted – HDMP Flex Plan	3.9 FlexPoints per GB
IBM Db2 on Cloud – HDMP Flex Plan	3.9 FlexPoints per GB
IBM Db2 Warehouse on Cloud – HDMP Flex Plan	3.9 FlexPoints per GB

A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes).

1.3 Additional Terms and Conditions for Subscription FlexPoints

- For this Cloud Service subscription offering, FlexPoints are sold as a monthly subscription charge with flexible billing options.
- A minimum of 918 FlexPoints must be purchased for this Hybrid Data Management Platform subscription offering.
- Any unused FlexPoints are considered exhausted after each month.
- The separate, formerly-named "IBM Hybrid Data Management Platform" perpetual license bundle offering has been renamed to "IBM Hybrid Data Management Platform On Premise" ("HDMP On Premise"). This IBM Hybrid Data Management Platform subscription bundle offering and the HDMP On Premise license bundle offering are separate offerings. FlexPoints purchased for this IBM Hybrid Data Management Platform offering are not interchangeable with and cannot be used or applied to the HDMP On Premise offering or to offerings included in the HDMP On Premise offering, or to any other IBM software or Cloud Service offerings. FlexPoints acquired for the HDMP On Premise license bundle offering are not interchangeable with this IBM Hybrid Data Management Platform subscription offering, and cannot be used or applied to offerings in this subscription offering.

2. Technical Support

Technical support for the Cloud Service is provided via email, online forums, and 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, as defined in the individual Bundled Offering support descriptions. Technical support is offered with the Cloud Service and is not available as a separate offering.

3. Entitlement and Billing Information

3.1 Charge Metrics

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

- FlexPoint is a unit of measure by which the Cloud Service can be obtained. A FlexPoint is a common unit of value for the specified bundled IBM offerings. Sufficient FlexPoint entitlements must be obtained to cover the total number of entitlements required for Client's authorize use of the specified bundled IBM offerings.

3.2 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.

3.3 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.

4. 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.

5. Additional Terms

5.1 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.

5.2 Enabling Software

The Cloud Service requires 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".