

Service Description

IBM WebSphere Application Server in IBM Cloud – Single-Tenant

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM WebSphere Application Server in IBM Cloud – Single-Tenant

IBM WebSphere Application Server in IBM Cloud provides virtual machine instances, where Clients can use a simple portal to create and manage enterprise WebSphere Application Server deployments in a consistent and repeatable manner with the flexibility to tune applications. Users can get up and running on pre-configured WebSphere Application Server or Liberty Web Profile Virtual Machines in a hosted cloud environment. Users can migrate existing WebSphere Application Server applications to IBM Cloud and take full control of the underlying OS and middleware.

- a. **IBM WebSphere Application Server in IBM Cloud Single-Tenant Xsmall**
32 VCORES, 64GB RAM Instance per Month
- b. **IBM WebSphere Application Server in IBM Cloud Single-Tenant Small**
64 VCORES, 128GB RAM Instance per Month
- c. **IBM WebSphere Application Server in IBM Cloud Single-Tenant Medium**
128 VCORES, 256GB RAM Instance per Month
- d. **IBM WebSphere Application Server in IBM Cloud Single-Tenant Large**
256 VCORES, 512GB RAM Instance per Month

1.1.2 IBM WebSphere Application Server in IBM Cloud BYOL Single-Tenant

This Cloud Service brings all functionality and characteristics of the single-tenant offering, but Client is required to "Bring Your Own License" (BYOL) for one of the following software editions: IBM WebSphere Application Server Liberty Core (Liberty Core), IBM WebSphere Application Server Base (WAS Base), or IBM WebSphere Application Server Network Deployment (WAS ND). This BYOL Cloud Service requires Client to have previously acquired appropriate license entitlements to at least one of the associated IBM programs.

- a. **IBM WebSphere Application Server in IBM Cloud BYOL Single-Tenant Xsmall**
32 VCORES, 64GB RAM Instance per Month
- b. **IBM WebSphere Application Server in IBM Cloud BYOL Single-Tenant Small**
64 VCORES, 128GB RAM Instance per Month
- c. **IBM WebSphere Application Server in IBM Cloud BYOL Single-Tenant Medium**
128 VCORES, 256GB RAM Instance per Month
- d. **IBM WebSphere Application Server in IBM Cloud BYOL Single-Tenant Large**
256 VCORES, 512GB RAM Instance per Month

1.2 Acceleration Services

1.2.1 IBM WebSphere Application Server in IBM Cloud Single-Tenant Jump Start

Provides up to 50 hours of remote consulting time for startup activities including (1) initial configuration and setup required for cloud workloads (2) integration with external systems and hybrid connectivity (3) assistance with migrating existing WebSphere workloads from on premise to WebSphere Application Server on Cloud (4) other administrative and configuration topics of interest (collectively, "Startup Activities"). Services are purchased per Engagement, and expire 90 days from the date of purchase of

entitlement for this Remote Service or from the date Client is notified by IBM that access to the Cloud Service is available, whichever is later, regardless of whether all hours have been used.

1.2.2 IBM WebSphere Application Server in IBM Cloud Single-Tenant Accelerator

Provides up to 50 hours of remote consulting time for performing Startup Activities or other activities specified and scoped at the time of purchase in one or more mutually agreed transaction documents. Services are purchased per Engagement and expire 12 months from the date of purchase of entitlement for this Remote Service or on the last day of the initial Cloud Service subscription term, whichever is earliest, regardless of whether all hours have been used.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=7F4938B0103E11E58E7C5F10B0A7B6E3>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

Availability – Highly Available Public or Multiple Dedicated/Local Environments	Availability – Other Environments	Credit (% of monthly subscription fee*)
Less than 99.95%	99.5%	10%
Less than 99.9%	99.0%	25%

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

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:

- Instance is each access to specific configuration of the Cloud Services.
- Engagement is a professional or training service related to the Cloud Services.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 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.

5.2 Terms applicable to WebSphere Application Server in IBM Cloud – Single-Tenant BYOL Parts

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 for the associated IBM program. Client represents they have acquired the applicable (1) license entitlements and (2) Subscription and Support for the associated IBM program. During the Subscription Period of the BYOL offering, Client must maintain current Subscription and Support 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 Subscription and Support 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. Client may continue to use the entitlements to the associated IBM program that are applied to usage of the BYOL offering to deploy the associated IBM program concurrently with Client's use of the BYOL offering for the following period (the "Concurrent Usage period"): for Clients with a subscription term of one (1) year, no longer than ninety (90) days after the start of the Client's initial subscription to the BYOL offering; for Clients with a subscription term of greater than one (1) year, no longer than one (1) year after the start of the Client's initial subscription to the BYOL offering. After the end of the Concurrent Usage period, 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	Ratio n/m*
IBM WebSphere Application Server Liberty Core	a. IBM WebSphere Application Server in IBM Cloud – Single-tenant BYOL Xsmall	a. Ratio: 17,920 PVU / 1 Instance
	b. IBM WebSphere Application Server in IBM Cloud – Single-tenant BYOL Small	b. Ratio: 35,840 PVU / 1 Instance
	c. IBM WebSphere Application Server in IBM Cloud – Single-tenant BYOL Medium	c. Ratio: 71,680 PVU / 1 Instance
	d. IBM WebSphere Application Server in IBM Cloud – Single-tenant BYOL Large	d. Ratio: 143,360 PVU / 1 Instance
IBM WebSphere Application Server	a. IBM WebSphere Application Server in IBM Cloud – Single-tenant BYOL Xsmall	a. Ratio: 8,960 PVU / 1 Instance
	b. IBM WebSphere Application Server in IBM Cloud – Single-tenant BYOL Small	b. Ratio: 17,920 PVU / 1 Instance
	c. IBM WebSphere Application Server in IBM Cloud – Single-tenant BYOL Medium	c. Ratio: 35,840 PVU / 1 Instance
	d. IBM WebSphere Application Server in IBM Cloud – Single-tenant BYOL Large	d. Ratio: 71,680 PVU / 1 Instance

Associated IBM Program	BYOL Offering	Ratio n/m*
IBM WebSphere Application Server ND	a. IBM WebSphere Application Server in IBM Cloud – Single-tenant BYOL Xsmall	a. Ratio: 2,240 PVU / 1 Instance
	b. IBM WebSphere Application Server in IBM Cloud – Single-tenant BYOL Small	b. Ratio: 4,480 PVU / 1 Instance
	c. IBM WebSphere Application Server in IBM Cloud – Single-tenant BYOL Medium	c. Ratio: 8,960 PVU / 1 Instance
	d. IBM WebSphere Application Server in IBM Cloud – Single-tenant BYOL Large	d. Ratio: 17,920 PVU / 1 Instance

* "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.

5.3 Ownership of Delivered Materials

Materials created by IBM in the performance of these offerings and delivered to Client (excluding any pre-existing 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.