

Service Description

IBM Cloud Application Performance Management

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 Cloud Application Performance Management (APM) is designed to intelligently monitor, analyze and manage cloud, on-premises and hybrid applications and IT infrastructure. It enables monitoring of user experience and helps to improve the stability of application infrastructures by helping to identify the root cause of issues quickly to proactively prevent outages and keep users satisfied. Key benefits include:

- Helping to understand application performance from the user's perspective.
- Seeing how an application is performing during actual business transactions.
- Helping to diagnose root causes of bottlenecks and performance degradations.
- Gaining insight to manage dynamic trends.
- Discovering application components in system environments.

1.1 IBM Cloud Application Performance Management, Base

This Cloud Service provides resource monitoring to alert users to problems with application-aware infrastructure and helps resolve them quickly and efficiently.

IBM Cloud Application Performance Management, Base has the following features:

- IBM Application Performance Management UI (APM UI) allows users to view the health of applications and drill down to see more details such as related events and Key Performance Indicators (KPIs) for the components associated with that application.
- Automatically discovers and defines application structure, which can be modified or removed.
- Installs and configures agents automatically, with minimal manual intervention required.
- Allows users to identify real end user experience for the application with response time broken down across components.
- Allows users to see key health metrics for all monitored resources.
- Allows users to create and modify thresholds to visually identify issues and receive alerts.
- Supports the automatic generation of IBM Control Desk service requests for an issue based on IBM Cloud Application Performance Management alerts.
- Supports integration of IBM Cloud Application Performance Management events into IBM Tivoli Netcool OMNIBus.

1.2 IBM Cloud Application Performance Management, Advanced

This Cloud Service provides advanced monitoring capabilities, such as transaction tracking, end user experience monitoring, and code-level diagnostics. It includes all of the capabilities from IBM Cloud Application Performance Management, Base plus the following:

- With Transactions Tracking, users can identify application performance bottlenecks across all monitored browsers, web servers, and application servers.
- Allows users to identify real end user experience for the application with response time as seen by supported mobile and desktop browser users, broken down across component.
- Breaks down performance to the code level and includes key diagnostic information such as context data and stack traces.

1.3 IBM Cloud Application Performance Management, Base Hybrid

Entitlement to the IBM Cloud Application Performance Management, Base Hybrid offering allows Client to use the Cloud Service via the cloud or install the software on-premises (i.e., "IBM Program"). The IBM Program included in this entitlement is IBM Cloud Application Performance Management, Base Private.

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

1.4 IBM Cloud Application Performance Management, Advanced Hybrid

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

1.5 Optional Services

1.5.1 IBM Cloud Application Performance Management, Base Extension Pack

This Cloud Service is offered as an add-on to IBM Cloud Application Performance Management, Base and IBM Cloud Application Performance Management, Advanced. It provides additional monitoring of application resources. For a complete list of monitoring provided in this Extension Pack, please check the product documentation.

1.5.2 IBM Cloud Application Performance Management, Advanced Extension Pack

This Cloud Service is offered as an add-on to IBM Cloud Application Performance Management, Advanced. It provides additional monitoring of application resources, as well as transaction tracking and diagnostics information for some components. For a complete list of monitoring provided in this Extension Pack, please check the product documentation.

1.5.3 IBM Cloud Application Performance Management, Infrastructure Extension Pack

This Cloud Service is offered as an add-on to IBM Cloud Application Performance Management, Base and IBM Cloud Application Performance Management, Advanced. It provides additional monitoring of application infrastructure components. For a complete list of monitoring provided in this Extension Pack, please check the product documentation.

1.5.4 IBM Operations Analytics Predictive Insights on Cloud for IBM Cloud Application Performance Management Base

This Cloud Service is offered as an add-on to IBM Cloud Application Performance Management, Base and IBM Cloud Application Performance Management, Base Hybrid. Entitlement to this add-on to the IBM Cloud Application Performance Management, Base Hybrid offering allows Client to use the Cloud Service exclusively via the cloud as there is no comparable on-premises add-on.

This Cloud Service extends the capability of IBM Cloud Application Performance Management, Base or IBM Cloud Application Performance Management, Base Hybrid by:

- Automatically analyzing performance management data to define a baseline for "normal" behavior.
- Alerting an operator when metrics deviate from that baseline by raising an anomaly in the APM UI.
- Allowing an operator to deep dive on the anomaly including pulling in related metrics to help them to identify the root cause.

1.5.5 IBM Operations Analytics Predictive Insights on Cloud for IBM Cloud Application Performance Management Advanced

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This Cloud Service extends the capability of IBM Cloud Application Performance Management, Advanced or IBM Cloud Application Performance Management, Advanced Hybrid by:

- Automatically analyzing performance management data to define a baseline for "normal" behavior.
- Alerting an operator when metrics deviate from that baseline by raising an anomaly in the APM UI.
- Allowing an operator to deep dive on the anomaly including pulling in related metrics to help them to identify the root cause.

1.5.6 IBM Cloud Application Performance Management, Availability Monitoring

This Cloud Service is offered as an add-on to IBM Cloud Application Performance Management, Advanced and IBM Cloud Application Performance Management, Advanced Hybrid. Entitlement to this add-on to the IBM Cloud Application Performance Management, Advanced Hybrid offering allows Client to use the Cloud Service exclusively via the cloud as there is no comparable on-premises add-on.

This Cloud Service provides enhanced synthetic monitoring of web applications from multiple points of presence around the world and enables Clients to:

- Monitor uptime and response time of Client's applications, as frequently as every minute, from several geographical locations around the world.
- Run synthetic tests to measure performance of webpage loads, API calls, and simulated user flows through scripted browser interactions by using Selenium.
- Use waterfall analysis to help pinpoint the exact step of failure coming from issues, such as broken links, large images, slow lookups, or external requests.
- Diagnose problems with automatic screenshots of browser failures and visualization of historical performance statistics.

1.5.7 IBM Cloud Application Performance Management, z Systems Extension Pack

The z Systems Extension Pack leverages Client's existing IBM OMEGAMON mainframe monitoring agents to provide views of z/OS-based application components. This enables businesses, from an application owner perspective, to see the health of z/OS components of critical applications alongside all their other application components.

The z Systems Extension Pack is offered as an add-on to either IBM Cloud Application Performance Management, Base, IBM Cloud Application Performance Management, Base Hybrid, IBM Cloud Application Performance Management, Advanced, and IBM Cloud Application Performance Management, Advanced Hybrid. In addition, using this extension pack requires entitlement to one (or more) of the IBM OMEGAMON on z Systems offerings. Entitlement to this add-on to the IBM Cloud Application Performance Management, Base Hybrid offering or the IBM Cloud Application Performance Management, Advanced Hybrid offering allows Client to use the Cloud Service exclusively via the cloud as there is no comparable on-premises add-on.

The z Systems Extension Pack enables:

- viewing of z/OS monitoring metrics in the IBM Cloud Application Performance Management dashboard; and
- consistency of data between the z/OS OMEGAMON user interfaces for z Systems operators and subject matter experts, and the IBM Cloud Application Performance Management user interfaces for application owners and IT operations.

1.5.8 IBM Cloud Application Performance Management, Base Extension Pack Hybrid

This Cloud Service is offered as an add-on to IBM Cloud Application Performance Management, Base Hybrid and IBM Cloud Application Performance Management, Advanced Hybrid. It provides additional monitoring of application resources. For a complete list of monitoring provided in this Extension Pack, please check the product documentation.

1.5.9 IBM Cloud Application Performance Management, Advanced Extension Pack Hybrid

This Cloud Service is offered as an add-on to IBM Cloud Application Performance Management, Advanced Hybrid. It provides additional monitoring of application resources, as well as transaction tracking and diagnostics information for some components. For a complete list of monitoring provided in this Extension Pack, please check the product documentation.

1.5.10 IBM Cloud Application Performance Management, Infrastructure Extension Pack Hybrid

This Cloud Service is offered as an add-on to IBM Cloud Application Performance Management, Base Hybrid and IBM Cloud Application Performance Management, Advanced Hybrid. It provides additional

monitoring of application infrastructure components. For a complete list of monitoring provided in this Extension Pack, please check the product documentation.

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 security 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=1413346926904>

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).

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.

For bundled Cloud Services (individual Cloud Service offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled Cloud Service, and not the monthly subscription fee for each individual Cloud Service. Client may only submit claims relating to one individual Cloud Service in a bundle at a given time.

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 telephone, email, online forums, and an online problem reporting system. IBM's software as a service support guide available at https://www-01.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:

- a. Average Managed Virtual Server is a unit of measure by which the Cloud Service can be obtained. A server is a physical computer that is comprised of processing units, memory, and input/output capabilities and that executes requested procedures, commands, or applications for one or more users or client devices. Where racks, blade enclosures, or other similar equipment is being employed, each separable physical device (for example, a blade or a rack-mounted device) that has the required components is considered itself a separate server. A Virtual Server is either a virtual computer created by partitioning the resources available to a physical server or an unpartitioned physical server. Sufficient Average Managed Virtual Server entitlements must be obtained to cover the average number of Virtual Servers managed by the Cloud Service during the measurement period specified in Client's PoE.
- b. Million Items is a unit of measure by which the Cloud Service can be obtained. An Item is an occurrence of a specific item that is processed by, managed by, or related to the use of the Cloud Service. Sufficient entitlements must be obtained to cover every Item processed by, managed by, or related to the use of the Cloud Service, rounded to the next one Million, during the measurement period specified in a Proof of Entitlement (PoE) or Transaction Document.

For the purposes of this Cloud Service, Items are called "Data Points". Data Points are calculated as follows: if **T** synthetic monitoring tests are executed from **L** locations, every **M** minutes, number of Data Points per month = $T * L * ((60/M) * 24 * 30)$. For simple tests (HTTP calls to APIs and web URLs) 1 simple test instance = 1 Data Point. For advanced tests (web page loads, scripted browser user flows using Selenium, scripted REST API sequences) 1 advanced test instance = 100 Data Points. Client can use its Million Data Points bundle toward a combination of simple and advanced tests.

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.

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.

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 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".