

### IBM Cloudant Dedicated Cluster

This Service Description describes the Cloud Service IBM provides to Client. Client means the company 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 following base features are included in each of the node configurations described below:

- Client receives access to IBM Cloudant Data Layer software, a JavaScript Object Notation (JSON) database. The software includes the ability to store and retrieve data via one (1) Cloudant RESTful API, access to client and mobile SDK libraries, built-in full-text indexing, multi-master replication, and real time analytics via MapReduce.
- For each Instance of the Cloud Service, IBM will install and configure IBM Cloudant Data Layer software components on one (1) server. Each server will be located in a supported Infrastructure as a Service (IaaS) provider's data center. Client can select the IaaS provider and the data center locations from a list defined by IBM.
- Client must acquire a minimum of three (3) Instances per cluster. IBM will configure the associated servers into one or more clusters. IBM, at its sole discretion, will configure one or more load balancers to control system workloads.

##### 1.1 IBM Cloudant Bare Metal Trial Node

This Cloud Service is intended for clients who want to evaluate IBM Cloudant Data Layer software.

In addition to the base features described above, the following applies:

- For each Instance of the Cloud Service, Client receives access to one (1) server dedicated to their activities which is not shared with any other clients.
- The maximum term for this service is 6 months.
- During the term, Client can only use the service for evaluation and non-production purposes.

##### 1.2 IBM Cloudant Bare Metal Node

In addition to the base features described above, the following applies to this Cloud Service:

- For each Instance of the Cloud Service, Client receives access to one (1) server dedicated to their activities which is not shared with any other clients.

##### 1.3 IBM Cloudant Bare Metal SMB Node

In addition to the base features described above, the following applies to this Cloud Service:

- For each Instance of the Cloud Service, Client receives access to one (1) server dedicated to their activities which is not shared with any other clients.

##### 1.4 IBM Cloudant Virtual Machine Node

In addition to the base features described above, the following applies to this Cloud Service:

- For each Instance of the Cloud Service, Client receives access to one (1) server that is configured as a virtual instance. This virtual instance will share hardware and network resources with other clients but the virtual instance will be exclusive to Client.

##### 1.5 IBM Cloudant i2 Virtual Machine Node

In addition to the base features described above, the following applies to this Cloud Service:

- For each Instance of the Cloud Service, Client receives access to one (1) server that is configured as a virtual instance. This virtual instance will share hardware and network resources with other clients but the virtual instance will be exclusive to Client.

#### 2. Security Description

This Cloud Service follows IBM's data security and privacy principles for IBM SaaS which are available at <https://www.ibm.com/cloud/resourcecenter/content/80> and any additional terms provided in this section.

Any change to IBM's data security and privacy principals will not degrade the security of the Cloud Service.

This Cloud Service is US-EU Safe Harbor certified.

### 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.

### 4. Availability Credits

Client must log a support ticket with the IBM technical support help desk within 24 hours of first becoming aware of an event that has impacted the Cloud Service availability. Client must reasonably assist IBM with any problem diagnosis and resolution.

To receive an availability credit, a support ticket claim for failure to meet an SLA must be submitted within three 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").

The Cloud Service is considered to have failed to meet the SLA when the error rate exceeds 1% of all requests for any given minute for a request rate of 150 requests per second or less. Errors are requests with a response code greater than or equal to 500, where errors are related to service availability or reliability.

Downtime 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; Client-caused security incident or Client security testing; or when a third party Infrastructure as a Service provider has a region-wide outage. 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.

#### 4.1 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)
Greater than or equal to 99.9%	0%
Equal to or greater than 99% but less than 99.9%	10%
Equal to or greater than 95% but less than 99%	25%
Less than 95%	100%

\* 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.

Example: 500 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month – 500 minutes Downtime = 42,700 minutes	= 25% Availability credit for 98.8% availability during the contracted month
<hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	

## 5. Technical Support

Technical support is offered with the Cloud Service and is not available as a separate offering. A Cloudant Dedicated Client is entitled to 24/7 email support with a response time of 1 hour.

More information about hours of availability, email addresses, online problem reporting systems, problem priorities and severities, and other technical support communication vehicles and processes are described in the IBM Cloudant section of the IBM Software as a Service (SaaS) Support Handbook.

## 6. Entitlement and Billing Information

### 6.1 Charge Metrics

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

- a. 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 in Client's PoE or Transaction Document.
- b. Engagement is a unit of measure by which the services can be obtained. An engagement consists of professional and/or training services related to the Cloud Service. Sufficient entitlements must be purchased to cover each Entitlement.

### 6.2 Partial Month Charges

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

### 6.3 Set-Up Charges

An initial one-time setup fee applies at the rate and billing term specified in the Transaction Document if a remotely delivered set-up service is ordered.

## 7. Set-Up Services

### 7.1 IBM Cloudant Jumpstart Remotely Delivered Set-Up

This set-up service provides up to 50 hours of remote consulting time for startup activities including (1) assistance with use cases, (2) coaching on best practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading, and (4) other administrative and configuration topics of interest (collectively, "startup activities"). This remotely delivered set-up service is purchased per Engagement, and expires 90 days from the date of purchase of entitlement, as specified in Client's Proof of Entitlement or Transaction Document, or from the date Client is notified by IBM that access to the Cloud Service is available regardless of whether all hours have been used.

### 7.2 IBM Cloudant Accelerator Remotely Delivered Set-Up

This set-up service provides up to 50 hours of remote consulting time to be used for performing Activities including (1) assistance with use cases, including data movement use cases in support of a one-time, point in time, data movement (2) coaching on best practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading (including setup of source and target environments and data movement as defined in data movement use case) and (4) other administrative and configuration topics of interest (collectively, "Activities"). This remotely delivered set-up service is purchased per Engagement and expires 12 months from the date of purchase of entitlement or on the last day of the initial Cloud Service subscription term, whichever is earliest, regardless of whether all hours have been used.

## 8. 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.

## **9. Additional Information**

### **9.1 Cookies**

Client is aware and agrees that IBM may, as part of the normal operation and support of the Cloud Service, collect personal information from the Client (Client's employees and contractors) related to the use of the Cloud Service, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our Cloud Service for the purpose of improving user experience and/or tailoring interactions with the Client. Client confirms that they will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client's employees and contractors to access, update, correct or delete their collected personal information.

### **9.2 Data Protection**

If the Client makes Personal Data available to the Cloud Service, as between themselves and IBM, the Client is considered the sole controller of the Personal Data, and appoints IBM as a processor to process (as those terms are defined in EU Directive 95/46/EC) such Personal Data. IBM will only process such Personal Data to the extent required to make the Cloud Service available in accordance with this Service Description. IBM shall reasonably cooperate with the Client in its fulfillment of any legal requirement, including providing the Client with access to the Personal Data. The Client agrees that IBM may process content made available to the Cloud Service, including any Personal Data, across country borders to IBM in the United States. If IBM changes the way it processes or secures Personal Data and such change causes the Client to be noncompliant with applicable data protection laws, the Client may terminate the affected Cloud Service within 30 days of IBM's notification of the change.

### **9.3 Regulated Data**

This Cloud Service is not designed to any specific security requirements for regulated content, such as personal information or sensitive personal information. Client is responsible to determine if this Cloud Service meets Clients needs with regard to the type of content Client uses in connection with the Cloud Service.

The Cloud Service may not be used for the transmission or storage of any Protected Health Information (PHI) protected under the Health Information Portability and Accountability Act of 1996 (HIPAA) unless (a) IBM and Client have entered into an applicable Business Associate Agreement, and (b) IBM provides Client with express written confirmation that the Cloud Service can be used with PHI.