

Service Description

IBM Business Process Manager on Cloud

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

IBM Business Process Manager on Cloud is a software-as-a-service solution that provides a business process management platform for visibility and management of business processes. The Cloud Service includes process design, execution, monitoring, and optimization capabilities.

The following base capabilities are provided to users Client acquires entitlements for.

- a. Operating Environment – provides a single instance with a dedicated development, test, and production runtime environment.
- b. Cloud Service Web Site – provides a web site for users to access the operating environments and administration capability for configuring and managing the Cloud Service.
- c. Virtual Private Network (VPN) – provides an optional single software based VPN connection for secure and encrypted communication from the Cloud Service to systems external to the Cloud Service. Information about the VPN will be provided upon written request. This request should be sent to SupportBPMonCloud@us.ibm.com.
- d. Email Notifications – provides a notification function that notifies users about their Cloud Service access, password changes and will also notify administrators of Cloud Service status and scheduled changes.
- e. Automatic Online Backup – performs a daily backup that can be used for automated recovery of the Cloud Service. The backup is encrypted and stored at a different data center location.
- f. Automated Monitoring and Recovery – monitors the availability of the Cloud Service and executes a recovery if it becomes unresponsive or unreachable.
- g. Account Administrator – has a user login and password which provides access to the operating environment in order to manage a user's access to the operating environment and assign and delete user roles. Multiple users may be granted Account Administrator access.

1.1 Optional Features

1.1.1 IBM Business Process Manager on Cloud Additional Author

The Cloud Service provides a purchase option for additional users to access and use the IBM Process Designer and/or IBM Integration Designer Enabling Software.

1.1.2 IBM Business Process Manager on Cloud Storage 1 Gigabyte

The Cloud Service provides a purchase option for additional storage for the BPM internal database and embedded document store.

1.1.3 IBM Business Process Manager on Cloud Additional Memory 16 Gigabytes

The Cloud Service provides a purchase option for additional memory for cases when the memory requirements of the process solution go beyond the computing capacity provided for the quantity of users purchased.

1.1.4 IBM Business Process Manager on Cloud On-Demand Consulting Professional Engagement

The On-Demand Consulting (ODC) Professional service includes remote access via online ODC portal for up to five (5) developers (subscriber contacts). Subscriber contacts have 24/7 access to knowledge library articles, solution accelerators and assets, and unlimited access to submit requests in a question-and-answer dialog with ODC client enablement leader and subject matter experts. Subscriber contacts may request assistance with any aspect of BPM on Cloud including platform architecture, solution implementation, and delivery methodology. Some examples include a code review of solution implementation artifacts, review of non-solution artifacts (such as documentation), assistance with solution or technology specific questions, recommendations regarding best practices, assistance with implementation issues which are not supported via the normal product support channels, review of

system architecture and sizing assumptions, recommendations and suggestions for successful upgrades and migrations as new releases become available, or advisory assistance troubleshooting integration and configuration issues encountered post-setup.

1.1.5 IBM Business Process Manager on Cloud On-Demand Consulting Enterprise Engagement

The ODC Enterprise service includes remote access via online ODC portal for up to ten (10) developers (subscriber contacts). Subscriber contacts have 24/7 access to knowledge library articles, solution accelerators and assets, and unlimited access to submit requests in a question-and-answer dialog with ODC client enablement leader and subject matter experts. Subscriber contacts may request assistance with any aspect of BPM on Cloud including platform architecture, solution implementation, and delivery methodology.

Some examples include a code review of solution implementation artifacts, review of non-solution artifacts (such as documentation), assistance with solution or technology specific questions, recommendations regarding best practices, assistance with implementation issues which are not supported via the normal product support channels, review of system architecture and sizing assumptions, recommendations and suggestions for successful upgrades and migrations as new releases become available, or advisory assistance troubleshooting integration and configuration issues encountered post-setup.

Subscriber may engage IBM ODC for assistance with mutually agreed upon work product deliverables with finite start- and end-points up to 24 hours per month of subscription. Work product deliverables may include assistance with specific pattern examples or production ready solution code. Subscriber manager and/or contacts also participate in weekly status calls with an IBM ODC client enablement leader.

1.1.6 IBM Business Process Manager on Cloud On-Demand Consulting Additional Developer Engagement

The Cloud Service provides a purchase option for additional developer access to the ODC Professional or Enterprise developer quantity included with those offerings.

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 principles will not degrade the security of the Cloud Service.

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 of an event that has impacted the Cloud Service availability. 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 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"). 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 one twelfth (1/12th) of the annual charge for the Cloud Service.

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)
<99.93%	5%
<99.50%	10%
<99.00%	50%
<95.00%	75%
<90.00%	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: 60 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month – 60 minutes Downtime = 43,140 minutes <hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	= 5% Availability credit for 99.86% availability during the contracted month
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4. Technical Support

Technical support for the Cloud Service is provided via email and an online problem reporting system. More information about hours of availability, email addresses, online problem reporting systems, and other technical support communication vehicles and processes are described in the documentation for the Cloud Service and the IBM Software Support Handbook. Technical support is offered with the Cloud Service and is not available as a separate offering.

Severity	Severity Definition	Response Time Objectives During Support Hours	Response Time Coverage
1	Critical business impact/service down: Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.	Within 2 hours	24x7
2	Significant business impact: A service feature or function is severely restricted in its use or Client is in jeopardy of missing business deadlines.	Within 2 business hours	M-F business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not presenting a critical impact on operations.	Within 4 business hours	M-F business hours
4	Minimal business impact: An inquiry or non-technical request.	Within 1 business day	M-F business hours

5. Entitlement and Billing Information

5.1 Charge Metrics

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

- a. Authorized User is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- b. Concurrent User is a unit of measure by which the Cloud Service can be obtained. A Concurrent User is a person who is accessing the Cloud Service at any particular point in time. Regardless of whether the person is simultaneously accessing the Cloud Service multiple times, the person counts only as a single Concurrent User. Client must obtain entitlements for the maximum number of Concurrent Users simultaneously accessing the Cloud Service in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means during the measurement period specified in Client's PoE or Transaction Document.
- c. Gigabyte is a unit of measure by which the Cloud Service can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- d. 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 obtained to cover each Engagement

5.2 Set-Up Charges

An initial one-time setup fee applies at the rate and billing term specified in the Transaction Document.

A one-time set-up fee will apply to each additional Cloud Service instance ordered, at the rate and billing term specified in the Transaction Document.

5.3 Partial Month Charges

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

5.4 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, Client will be charged for the overage as specified in the Transaction Document.

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. Enabling Software

This Cloud Service includes enabling software, which may be used only in connection with Client's use of the Cloud Service and only for the Cloud Service term.

Enabling software included with the Cloud Service is:

- IBM Process Designer
- IBM Integration Designer

Designer Tool Access - Client may access and download the Enabling Software IBM Process Designer and/or IBM Integration Designer to develop process applications. The Enabling Software runs on a Client desktop system and remotely connects to the Cloud Service.

Designer Tool User Restriction - The Cloud Service allows up to five (5) Cloud Service Users to access and use the IBM Process Designer and/or IBM Integration Designer Enabling Software.

8. Links to Third Party Websites or Other Services

If Client or a Cloud Service User transmits Content to a third party website or other service that is linked to or made accessible by the Cloud Service, Client and the Cloud Service User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Client and the third party website or service. IBM makes no warranties or representations about such third party sites or services, and shall have no liability for such third party sites or services.

9. Benchmarking

Client may disclose the results of any benchmark test of the Cloud Service or its subcomponents to any third party provided that Client (A) publicly discloses the complete methodology used in the benchmark test (for example, hardware and software setup, installation procedure and configuration files), (B) performs Client's benchmark testing running the Cloud Service in its Specified Operating Environment using the latest applicable updates, patches and fixes available for the Cloud Service from IBM or third parties that provide IBM products ("Third Parties"), and (C) follows any and all performance tuning and "best practices" guidance available in the Program's documentation and on IBM's support web sites for the Program. If Licensee publishes the results of any benchmark tests for the Cloud Service, then notwithstanding anything to the contrary in any agreement between Client and IBM or Third Parties, IBM and Third Parties will have the right to publish the results of benchmark tests with respect to Client's products provided IBM or Third Parties complies with the requirements of (A), (B) and (C) above in its testing of Client's products.

10. Accelerators and Sample Materials

The Cloud Service may include some components in source code form ("Source Components") and other materials that will be identified as "Sample Materials". Client may copy and modify Source Components and Sample Materials for internal use only, provided however that Client may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. IBM provides the Source Components and Sample Materials without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.