

Service Description

IBM Business Process Management on Cloud

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 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 with the following characteristics:
 - Development environment – a virtual Process Center Advanced environment with at least one cluster member. Capacity for the development environment is based on the default quantity of authors plus any additional authors purchased for the Cloud Service instance.
 - Test environment – a virtual Process Server Advanced environment with one cluster member. Capacity for the test environment is based on the number of Authorized or Concurrent users purchased for the Cloud Service instance.
 - Process runtime environment – a highly available virtual Process Server Advanced environment with at least two cluster members and a highly available database cluster. This provides a production ready environment. Capacity for the process runtime environment is based on the number of Authorized or Concurrent users purchased for the Cloud Service instance.
- 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 through a support ticket.
- 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 in the same global region.
- f. Automated Monitoring and Recovery – monitors the availability of the Cloud Service and executes a recovery if it becomes unresponsive or unreachable.
- g. Scheduled Service Updates – Maintenance and feature updates to the Cloud Service occur every 30 to 90 days. IBM will provide two weeks notification to Account Administrators prior to scheduled service updates. For major updates that involve an IBM Business Process Manager version upgrade, IBM will coordinate with Clients to upgrade the development environment to enable Clients to test the new version before the process runtime environment is upgraded. Clients are responsible for testing any process application at the new version within the development environment and providing feedback to IBM within 30 days on any issues.
- h. 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 Test Environment

The Cloud Service provides a purchase option for additional test environments for non-production use. Each test environment provides a separate virtual process server environment. Capacity for this environment is based on the number of Test Environment Users purchased.

1.1.3 IBM Business Process Manager on Cloud Process Runtime Environment

The Cloud Service provides a purchase option for additional process runtime environments for production or non-production use. Capacity for this environment is based on the number of Process Runtime Users purchased.

1.1.4 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. The quantity of storage (GB increments vary based on virtual system) can be applied to a single environment or split across multiple environments within the Cloud Service instance.

1.1.5 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. The quantity of memory (16GB increments) can be applied to a single environment or split across multiple environments within the Cloud Service instance.

1.1.6 IBM Business Process Manager on Cloud On Demand Consulting Professional

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.

1.1.7 IBM Business Process Manager on Cloud On Demand Consulting Enterprise

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 during the subscription period. Subscriber Contacts may request assistance with any aspect of BPM on Cloud including platform architecture, solution implementation, and delivery methodology. Subscriber Contact 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. For assistance on work product deliverables which will take longer than 24 hours per month of subscription, IBM may agree to provide such assistance in a separate written agreement with Client.

1.1.8 IBM Business Process Manager on Cloud On Demand Consulting Additional Developer

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

1.1.9 IBM Business Process Manager on Cloud On Demand Consulting Migration Services

The Migration Services can assist in the migration of a BPM application from an on-premise BPM environment to BPM on Cloud. Migration assessment include activities such as, analysis of existing systems hardware and software configuration, analysis of the existing BPM application including version compatibility, and assessment of migration options most beneficial. Migration planning and delivery include activities such as, helping build the migration plan and help in delivery of the migration leveraging artifact migration and App-by-App migration tooling. This subscription includes up to 30 hours of migration

activity and unlimited Q&A support per month of subscription. Work will be performed remotely for this subscription (using tools such as screen sharing). For assistance on work product deliverables which will take longer than 30 hours per month of subscription or require non-remote work, IBM may agree to provide such assistance in a separate written agreement with Client.

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=1413347452462>

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 99.93%	5%
Less than 99.5%	10%
Less than 99%	50%
Less than 95%	75%
Less than 90%	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.

4. Technical Support

Technical support for the Cloud Service is provided via email 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:

- 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, through 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.
- 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.
- 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 specified in Client's PoE or Transaction Document.
- 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.
- 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.

5.2 Set-Up Charges

A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

- Each Cloud Service instance ordered, at the rate and billing term specified in the Transaction Document.
- Each additional Test Environment ordered, at the rate and billing term specified in the Transaction Document.
- Each additional Process Runtime Environment ordered, at the rate and billing term specified in the Transaction Document.

5.3 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.

5.4 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 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.

7.3 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.

7.4 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.

7.5 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.