IBM Rational Performance Tester 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 Rational Performance Tester on Cloud is a single tenant service delivered as a feature extension to the Rational Performance Tester product family. The service provides the ability to leverage the elastic capacity of the cloud to drive on demand, large scale performance test workloads against Client's business application (the application under test).

With IBM Rational Performance Tester on Cloud Client can:

● Automatically deploy and tear down cloud load generation infrastructure.
● Drive and combine application load from multiple cloud data centers or on premise load agents.
● Compare performance results across data centers and within and outside of Client's corporate firewall.

The Cloud Service is measured based on the number of virtual users specified for the performance test, the amount of time each virtual use is running during the test, and the type of test. Performance tests that exercise the application under test through the application's user interface are known as Web UI tests and are tracked as Web UI-Hours. Performance tests that exercise the application under test through a network protocol are known as VU (Virtual User) tests and are tracked as VU-Hours.

1.1 IBM Rational Performance Tester on Cloud per Event-Hours

This subscription service is entitled on an Instance basis and includes a specified number of Event-Hours per month. Client may obtain entitlements to the following Instance sizes:

● IBM Rational Performance Tester on Cloud per 2,500 Event-Hours
● IBM Rational Performance Tester on Cloud per 10,000 Event-Hours
● IBM Rational Performance Tester on Cloud per 25,000 Event-Hours
● IBM Rational Performance Tester on Cloud per 100,000 Event-Hours

Event-Hours not used within the monthly measurement period expire and may not be carried forward.

1.2 IBM Rational Performance Tester on Cloud Pay Per Use

This service provides Client with access to all features of the Cloud Service on a pay per use basis. Client will be charged for the amount of Event-Hours used for all virtual user processes running VU tests and Web UI tests.

2. Security Description

This Cloud Service follows IBM's data security and privacy principals for Cloud Services which are available at http://www.ibm.com/cloud/data-security and any additional terms provided in this section. Any change to IBM's data security policies will not degrade the security of the Cloud Service.

Client recognizes this Cloud Service does not offer features for the protection of content that contains personal data, sensitive personal data or data subject to additional regulatory requirements. If Client includes such data in its content, it instructs IBM to process such data in accordance with this Agreement after determining that the technical and organizational security measures are appropriate to the risks presented by the processing and the nature of the data to be protected. Client acknowledges that IBM has no knowledge of the types of data that have been included in the content, and cannot make an assessment as to the suitability of the Cloud Services or the security protections in place.

3. Technical Support

Technical support for the Cloud Service is provided through the standard IBM Rational Performance Tester support process, available via the IBM Support Portal and/or any of the local contact numbers listed under the directory of worldwide contacts for the equivalent on premise software program offering.
4. **Entitlement and Billing Information**

4.1 **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 specified in Client's PoE or Transaction Document.

b. **Event-Hour** is a unit of measure by which the Cloud Service can be obtained. An Event is an occurrence of a specific event that is processed by or related to the use of the Cloud Service, as described in the Cloud Service description. Client will be charged for each full or partial hour for each Event, during the billing period.

For this Cloud Service, an Event is a Virtual User Event that begins at the moment in time where a virtual user process is ready to begin generating load activity against the application under test. The Event continues until either:

1. the virtual user process completes the activity defined in the performance workload; or
2. the performance test is terminated directly or indirectly by the workload or test definition; or
3. the performance test is manually terminated; or
4. there is a failure in the application under test that causes the performance test to end.

The rate at which Event-Hours are tabulated depends upon the nature of the test being executed in the cloud. For WebUI-Hours, each hour consumed by a virtual user process executing a WebUI test is considered one WebUI-Hour. The ratio of WebUI-Hours to Event-Hours is one to ten. Therefore, one WebUI-Hour will result in consumption of ten Event-Hours.

For VU-Hours, each hour consumed by a virtual user process executing a VU test is considered one VU-Hour. The ratio of VU-Hours to Event-Hours is one to one. Therefore, one VU-Hour will result in consumption of one Event-Hour.

4.2 **Pay per Use Charges**

A pay per use charge will be billed at the rate specified in the Transaction Document in the month following such use.

4.3 **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. **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.

6. **Additional Terms**

6.1 **General**

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

6.2 **Test Failures**

If a test fails to start or ends abnormally due to an error in the Cloud Service, Client will not be charged for any Event-Hours consumed or Event-Hours will not be applied to Client's monthly subscription usage, as applicable.
If the test ends abnormally for reasons not directly caused by the Cloud Service (or the associated IBM Rational Performance Tester or IBM Rational Test Workbench on premise products) then Event-Hours used will be calculated and applied to Client's monthly usage totals up to the point of failure.

6.3 Limited Entitlement

Use of the IBM Rational Performance Tester on Cloud service requires the use of the IBM Rational Performance Tester or IBM Rational Test Workbench on premise product. Registering for the IBM Rational Performance Tester on Cloud service grants access to the Cloud Service; it does not grant any entitlement to the IBM Rational Performance Tester or IBM Rational Test Workbench products. These products must be purchased separately.

6.4 Activity Logging

Client is aware and agrees that IBM may, as part of the normal operation and support of the Cloud Service, collect statistics about the IBM Rational Performance Tester protocols used for the load test, and other characteristics of the workload being applied such as, but not limited to, the number of load stages in the workload model, the number of load agents used, the number of virtual users active, and the type of resource monitoring counters being tracked during the test. No personal identifiable information, or application test data is collected as part of this process.

6.5 Service Restrictions

The terms "Unlimited" or "Not Limited" may be used to refer to certain parameters of Client's performance test workload such as the number of Virtual Users, or the number of Load Agents used in the performance test. While the Cloud Service does not enforce limits from these parameters there are practical limits that may apply. Client is aware and agrees that the following service limitations may prevent the Cloud Service from executing or completing a test:

a. The Cloud Service cannot execute a test that will run for more than 21 consecutive days.

b. The Cloud Service ability to execute a performance workload is limited by the amount of resources available at the cloud data center(s) that are selected to run the performance test. There is no guarantee that the Cloud Service can provide the capacity needed to drive the workload requested.

Note that no charge will apply if the Cloud Service cannot perform the test as requested due to these or other service limitations.

6.6 Test Asset and Data Persistence

The Cloud Service does not preserve Rational Performance Tester assets such as test scripts, workload schedules, test data, and results and logs after the completion of the performance test. Test logs and results are downloaded at Client's option to the on-premise Rational Performance Tester workbench at the completion of the performance test. Client is responsible for preserving all test assets, including test logs and results.