

Service Description

IBM Business Process Manager Hybrid Entitlement

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

1.1 Offerings

The Client may select from the following available offerings.

Client must purchase a quantity of either Authorized Users or Concurrent Users to get access to the following capabilities:

- A single instance of the Cloud Service includes a dedicated development, test, and process 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.
- Environments when used in the Client's location of choice:
 - **Development environment** – entitled to a Process Center Advanced environment to support only the quantity of default designer tool authors plus any additional authors purchased.
 - **Test environment** – entitled to a Process Server Advanced Non-production environment to support only the number of Authorized or Concurrent Users purchased.
 - **Process runtime environment** – entitled to a highly available Process Server Advanced environment to support the number of Authorized or Concurrent Users purchased.
- Cloud Based Features:
 - **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.
 - **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.
 - **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.
 - **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.
 - **Automated Monitoring and Recovery** – monitors the availability of the Cloud Service and executes a recovery if it becomes unresponsive or unreachable.
 - **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.

- **Scheduled Service Updates** – Maintenance and feature updates to the Cloud Service occur every 30 to 90 days. IBM will provide 2 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 written feedback to IBM within 30 days on any issues through a support ticket.

1.2 Optional Services

1.2.1 IBM Business Process Manager Hybrid Entitlement Additional Author

The Cloud Service provides a purchase option for additional Cloud Service users to access the Development environment(s), the IBM Process Designer enabling software, and/or the IBM Integration Designer enabling software. The additional authors are permitted to only access the development environment(s) in the cloud or set up in the location of the Client's choosing.

1.2.2 IBM Business Process Manager Hybrid Entitlement 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.

Entitlement to the Test Environment provides Client with an additional test environment from the one included in the managed cloud. Test Environment users are only permitted to access this additional test environment, whether via the cloud or installed as a non-production environment set up in the location of Client's choosing.

1.2.3 IBM Business Process Manager Hybrid Entitlement 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.

Entitlement to the Runtime Environment provides Client with an additional runtime environment from the one included in the managed cloud. The process runtime users purchased are only permitted to access the additional runtime environment, whether via the cloud or set up in the location of Client's choosing.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=AAC9BB40193411E6B9DB71A15D06730A>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides the Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

Availability during a contracted month	Credit (% of monthly subscription fee*)
99.93%	5%
99.0%	25%
95.0%	50%

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Authorized User is a unique user authorized to access to the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Instance is each access to specific configuration of the Cloud Services.
- Concurrent User is the number of users simultaneously accessing the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device, or application server) at any particular point in time. A person who is simultaneously accessing the Cloud Service multiple times counts only as a single Concurrent User.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

5.2 Enabling Software

The Cloud Service contains the following Enabling Software:

- 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.

5.3 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.

5.4 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.**