

## Service Description

---

### IBM Aspera 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 Aspera on Cloud enables secure exchange of files and folders of any size between users, even across separate organizations. Using Aspera on Cloud, users can store and readily access files and folders in multiple cloud-based and on-premises storage systems. Sharing among users is enabled by browsing or dragging-and-dropping, regardless of where the files are located, freeing collaboration from traditional boundaries among colleagues in both local and remote locations. Aspera on Cloud uses the FASP high-speed transport technology, which overcomes the limitations of other file-transfer technologies. By moving large data sets – regardless of network conditions, physical distance between sites, and file size, type, or number – Aspera technology enables a new world of collaboration, sharing, and content delivery.

##### 1.1 IBM Aspera on Cloud Standard Edition

The Standard Edition of this Cloud Service is available on a subscription basis. It includes:

- Aspera on Cloud Web Application access from a single unique URL
- Aspera transfer service access
- 2500 Authorized Users
- 1 TB of cloud storage
- 10 TB of egress bandwidth
  - Client is provided an additional 1 TB of egress bandwidth with their subscription for every additional 1 Terabyte Transmitted entitlement acquired above 10 Terabytes Transmitted, up to a maximum of 60 TB egress bandwidth.
- Support for IBM Aspera Drive
- Support for IBM Aspera Mobile applications

##### 1.2 IBM Aspera on Cloud Advanced Edition

The Advanced Edition of this Cloud Service is available on a subscription basis. It includes:

- Aspera on Cloud Web Application access from a single unique URL
- Aspera transfer service access
- 2500 Authorized Users
- 10 TB of cloud storage
- 10 TB of egress bandwidth
  - Client is provided an additional 1 TB of egress bandwidth with their subscription for every additional 1 Terabyte Transmitted entitlement acquired above 10 Terabytes Transmitted, up to a maximum of 60 TB egress bandwidth.
- Support for IBM Aspera Drive
- Support for IBM Aspera Mobile applications
- Support for Single-Sign-On
- Aspera on Cloud Workspaces

### 1.3 IBM Aspera on Cloud Enterprise Edition

The Enterprise Edition of this Cloud Service is available on a subscription basis. It includes:

- Aspera on Cloud Web Application access from a single unique URL
- Aspera transfer service access
- 2500 Authorized Users
  - Additional Authorized User option
- 25 TB of cloud storage
- 10 TB of egress bandwidth
  - Client is provided an additional 1 TB of egress bandwidth with their subscription for every additional 1 Terabyte Transmitted entitlement acquired above 10 Terabytes Transmitted, up to a maximum of 60 TB egress bandwidth.
- Support for IBM Aspera Drive
- Support for IBM Aspera Mobile applications
- Support for Single-Sign-On
- Aspera on Cloud Workspaces

### 1.4 Optional Services

#### 1.4.1 IBM Aspera on Cloud Enterprise Edition Additional Authorized User

This Cloud Service enables Client to acquire additional Authorized Users in excess of what is included in the Enterprise Edition subscription. If Client exceeds the number of additional Authorized User entitlements, an overage charge will be assessed.

### 1.5 Pay Per Use Services

#### 1.5.1 IBM Aspera on Cloud Standard Edition Pay Per Use

This Cloud Service is available on a pay per use basis. Client does not have to commit to a specific subscription term or a specific entitlement quantity. Features included in this Cloud Service are:

- Aspera on Cloud Web Application access from a single unique URL
- Aspera transfer service access
- 10 Authorized Users
- 1 TB of cloud storage
- 10 TB of egress bandwidth
- Support for IBM Aspera Drive
- Support for IBM Aspera Mobile applications

#### 1.5.2 IBM Aspera on Cloud Additional Storage Pay Per Use

If Client exceeds the specified storage volume included with their Cloud Service, Client will be charged for the additional Gigabytes of storage used on a pay per use basis, measured on the last calendar day of each month.

#### 1.5.3 IBM Aspera on Cloud Additional Egress Pay Per Use

If Client exceeds the amount of terabytes of egress bandwidth included with their Cloud Service, Client will be charged for additional Gigabytes used on a pay per use basis.

## 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 data protection 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=0818A74023E011E895B382FBC780E8BA>

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). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

## 2.1 Additional Security Features

- Encryption – Built-in over the wire encryption in transit and encryption-at-rest with client and server side controlled options
- Integrity Verification – Data integrity verification for each transmitted block
- Authentication and Access Control – Built in support for authenticated Aspera storage roots private to the tenant. Support for configurable read, write, and listing access per user account. Support for platform-specific role based access control.
- Automatic Resume – Automatic retry and checkpoint resume (single files and directories) from point of interruption on failure.

## 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.

## 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 99.9%	2%
Less than 99%	5%
Less than 95%	10%

\* 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 telephone, email, online forums, and an online problem reporting system. Technical support contact information and other information and processes can be found at <http://asperasoft.com/support>. 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.
- 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 (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.
- Gigabyte Transmitted is a unit of measure by which the Cloud Service can be obtained. A Gigabyte is 2 to the 30th power bytes. Sufficient entitlements must be obtained to cover each full Gigabyte or partial Gigabyte, rounded up to the nearest whole Gigabyte, of data transmitted to and from the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- Terabyte Transmitted is a unit of measure by which the Cloud Service can be obtained. A Terabyte is 2 to the 40th power bytes. Sufficient entitlements must be obtained to cover each full Terabyte or partial Terabyte, rounded up to the nearest whole Terabyte, of data transmitted to and from the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

### 5.2 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.

### 5.3 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.

## 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. Renewals are subject to an annual price increase as specified in a quote. In the event the automatic renewal is after receipt of an IBM notice of a withdrawal of the Cloud Service, the renewal term will end the earlier of the end of the current renewal term or the announced withdrawal date.

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. Enabling software is provided "AS-IS".

#### **Standard Edition (Pay per Use and Subscription offerings) enabling software**

- IBM Aspera Desktop Client
- A single deployed instance of IBM Aspera High Speed Transfer Server

#### **Advanced Edition enabling software**

- IBM Aspera Desktop Client
- IBM Aspera High Speed Transfer Server

#### **Enterprise Edition enabling software**

- IBM Aspera High Speed Transfer Server
- IBM Aspera Desktop Client
- IBM Aspera Console
- IBM Aspera Orchestrator
- IBM Aspera Proxy