



Service Description

IBM Power Systems for Google Cloud

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

1. Cloud Service

IBM® Power Systems™ for Google Cloud is an infrastructure as a service solution that can be used to deploy, manage, and consume PowerVM based virtual machines (LPARs) connected to Google Cloud Platform (herein also known as "Google Services"). The Cloud Service does not include Google Services that may be used in connection with the Cloud Service and use of such Google Services are subject to separate terms between Client and Google.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Power Systems for Google Cloud – Cloud Instance Plan

The IBM Power Systems for Google Cloud Instance Plan (herein, Cloud Instance Plan) contains a specified number of entitled Power cores, RAM, storage capacity, and network IP address space connected to the Google Cloud. Virtual machine (VM) management is provided through offering APIs, command line, and web-based console options. A license to use the IBM AIX operating system is included but is not part of the fully managed infrastructure. The minimum Cloud Instance Plan includes 16 Power cores, 160 gigabytes (GB) memory, and 12 terabytes (TB) storage. Specific Cloud Instance Plans may be customized. The specific configuration details regarding the Cloud Instance Plan can be found on Client's Google invoice.

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 to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply. For the avoidance of doubt, the DPA only applies to Content processed by the IBM Cloud Service, but does *not* apply to any processing of data by a Google Service. Any processing of data by a Google Service that is used in connection with the Cloud Service shall be subject to separate terms between Client and Google.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=91EB5E103F6C11E9A023FC8C61764AD5>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides 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	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%

Availability	Credit (% of monthly subscription fee*)
Less than 95.0%	10%

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

3.1.1 SLA Exclusions

The SLA does not apply to the availability of the operating system (OS) or any applications running on an operating system within the virtual machines (LPARs). The SLA also does not apply to the availability of any Google Services that the Client may use with the Cloud Service.

3.2 Technical Support

Front-line technical support for the Cloud Service is subject to separate terms between Client and Google. Information regarding how to open a ticket with Google for the IBM Power Systems for Google Cloud service can be found at the following link: <https://cloud.google.com/support/docs/>. Back-line technical support for the Cloud Service is provided by IBM.

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:

- Instance is each access to specific configuration of the Cloud Services.

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 Business contact information (BCI)

The following is added to Section 9 (c) of the Cloud Services Agreement: In certain circumstances IBM may share Client's BCI with Google for the purpose of providing customer support for the Cloud Service when such support has been contracted with and shall be delivered directly from Google.

5.2 Google right to suspend Cloud Service

As the operator of the Google Cloud Marketplace for the Cloud Service, Google has the right to suspend the Cloud Service if security or other issues arise. IBM will use commercially reasonable efforts to provide notice to Client should Google suspend the Cloud Service.

6. Overriding Terms

6.1 Charges, Taxes and Payments

The following prevails over anything to the contrary in the Charges, Taxes and Payment section of the base Cloud Service terms between the parties: Client agrees to pay all applicable charges specified for a Cloud Service and charges for use in excess of authorizations. Client will be invoiced for all Cloud Service charges by Google and is subject to Google's terms for such charges, taxes and payments. For the avoidance of doubt, and regardless Google invoicing commitment, IBM process of personal data will be done based on a direct engagement of IBM with the Client and personal data will be processed by IBM on behalf of Client as its direct processor as specified within the Cloud terms.