

# IBM Cloud Additional Service Description

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## Skytap on IBM Cloud

Except as noted below, the terms of the IBM Cloud Service Description apply.

### 1. Cloud Service

#### 1.1 Offerings

Skytap on IBM Cloud is a Cloud Service which provides the ability to create virtual server application environments that can be replicated, shared and modified. Client can interactively create, manage, and network multiple x86 and/or IBM Power virtual machines (VM's) and associated storage using the self-service web application, or programmatically using the REST-based APIs.

### 2. Data Processing and Protection Data Sheets

The Data Sheet applicable for this service and the terms of this section provides the details and terms, including Client responsibilities, around use of this service. The following Data Sheet(s) apply to this service:

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=0DDE6400BB4711E7A229E0F52AF6E722>

### 3. Service Levels and Technical Support

#### 3.1 Service Level Agreement

IBM provides the following availability service level agreement ("SLA") for the Cloud Service. The SLA is not a warranty and is available only to Client.

#### 3.2 SLA Process

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware of an event that has impacted the Cloud Service availability. 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 30 days after the end of the 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 the Cloud Service is unavailable ("Downtime"). The Cloud Service is unavailable when Client has no access either:

- a. to or from a VM using a supported access method; or
- b. to the self-service web application.

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, configurations or instructions; unsupported system configurations and platforms or other Client errors or improper use of the Cloud Service; or Client-caused security incident or Client security testing. Outages lasting less than five minutes will not be considered Downtime.

#### 3.3 Service Level and Credit

In the event that availability of the Cloud Service during a contracted month is less than 99.95% the Client is eligible to receive a service level credit equal to an amount of 1% of the monthly charges for the selected subscription edition (including enabled additional components) for each cumulative whole hour of Downtime, up to a maximum of 20% per month. 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.

For hourly subscriptions that incur an outage to running environments, the Client will receive an hour credit for the number of running VM's multiplied by the duration of the outage.

### **3.4 Technical Support**

This service is supported by Skytap. To request support <https://www.skytap.com/customer-success/support/>.

## **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:

- Gigabyte (GB) – Hour is each hour a GB (2 to the 30th power bytes) is analyzed, used, stored, or configured in the Cloud Service.
- Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service. For this Cloud Service, and Item is a unique public IP address.
- Instance is each access to a specific configuration of the Cloud Services.
- Instance-Hour is each hour of access to a specific configuration of the Cloud Service.

### **4.2 Partial Monthly Charges**

Each Instance is billed on a monthly basis. Partial month deployment/usage will be pro-rated.

## **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.