

IBM Technology



G-Cloud 15

IBM – Cloud Hardware Security Module (HSM)

Service Definition Document

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Service Description

IBM Cloud

IBM Cloud allows Client to deploy selected Cloud Services and Content, including Client applications and data, within IBM's public cloud environment.

1. Cloud Services

Cloud Services are self-managed by Client. Client has ability to select data centers and availability zones for the deployment, configuration, and management of features for the selected Cloud Services (including security, backup, failover, restore, and monitoring).

1.1 Core Services

The IBM Cloud includes a number of core services that enable Client to: i) view, select and provision services; ii) view and manage Client's IBM Cloud account, including authorize users, set permissions, and manage account and billing; iii) request support; and iv) view available support documentation (Core Services). Details regarding the Core Services, including specific data processing and protection provisions, are at <http://www.ibm.com/terms/?id=i126-9524>.

The IBM Cloud user interfaces (UI) consist of on-line portals, APIs, command line interfaces, or, where available, assisted ordering (Client order placement via IBM sales support staff). Client may use any UI to select and deploy Cloud Services from the IBM Cloud catalog. Client is responsible to select and configure services to meet Client's technical, security, compliance, and other requirements. Client is responsible for maintaining and protecting all access keys generated for each Cloud Service. The UIs, support documentation, and other information may be presented only in English, and the English version governs any conflict with a translation.

1.2 Additional Service Descriptions

Additional Service Descriptions (Additional SD) are available from the IBM Cloud catalog for each Cloud Service. Each Additional SD describes the Cloud Service, including options and terms, if any, specific data processing and protection provisions, or identification of Enabling Software. Client can view the Additional SD by clicking on the offering's "Terms" link in the IBM Cloud catalog for that offering. Any conflicting terms in the Additional SD that override terms in this IBM Cloud Service Description, or the base agreement will be identified in the Additional SD and accepted by Client by provisioning the Cloud Service.

1.3 Client Solutions

Client may use the Cloud Services as a platform to make Client's applications or services commercially available to Client's customers (e.g. to host applications). Such applications may not: i) directly resell Cloud Services to end users; or ii) sell access to IBM Cloud account ids, without entering into a separate agreement with IBM.

1.4 Network Access

Cloud Services may connect to the IBM Cloud private network, the public network and IBM's internal administrative network. Also, virtual and bare metal servers are assigned to a Client-dedicated private VLAN. Client may be able to disable public network access to services as described in IBM Cloud documentation. The private network enables a VPN connection for administrative access, intraapplication communications, communications from different points of delivery/data centers, and for access to shared infrastructure services. The administrative VPN enables Client to administer and manage ordered services, and to upload, download, and manage content.

Client has no ownership or transfer rights to any IP address assigned to Client and may not use IP addresses or VLANs not assigned to Client or approved by IBM. The IP Address Policy at

https://cloud.ibm.com/docs/overview?topic=overview-ip_address_policy governs use and provisioning of IP addresses, including IP addresses Client provides. If a physical or virtual server instance is suspended, depending on the violation, public network or private network access may be disabled until resolution of the violation. Temporary access using the private network VLAN to remedy a violation may be available. Upon cancellation of Cloud Services using any IBM-provided IP addresses, Client must relinquish use of such addresses, including directing the DNS for Client's domain names away from the cancelled Cloud Services.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum (DPA) is found at <http://ibm.com/dpa>. The DPA and the applicable Data Processing and Protection Data Sheets (referred to as Data Sheets or DPA Exhibits) apply to IBM's processing of personal data on behalf of the Client.

For each Cloud Service, the applicable Data Sheet is available from the Additional SD or directly from the "Terms" link in the IBM Cloud catalog if no Additional SD is provided.

In addition to other technical and organizational measures specified in applicable Data Sheets, IBM will perform penetration testing of Cloud Services at least annually. Such testing may be carried out by qualified IBM testers, including IBM X-Force™, or by qualified third-party providers.

2.1 EU Supported Cloud

If Client enables EU Support for its IBM Cloud account and deploys an EU Supported Cloud Service in an EU Support-eligible region, the following additional data access controls apply. Any required IBM access to systems and service will be privileged access restricted to authorized EU-based personnel only, or if non-EU-based personnel require temporary access, such access will be provided only if approved and monitored by authorized EU-based personnel in accordance with IBM's internal privileged user monitoring and auditing program.

3. Service Level Agreements and Technical Support

3.1 Service Level Agreements

Service level agreements (SLAs) for Cloud Services are described in the Service Level Agreement document at <https://www.ibm.com/support/customer/csol/terms/?id=i126-9268>.

3.2 Technical Support

IBM provides basic level support at no additional charge for the Cloud Services or Client can select available fee-based technical support offerings with a specified minimum commitment. Any selected fee-based technical support offerings will be associated with and charged based on the level of use of the eligible Cloud Service, including any overage charges. Further details on support offerings can be found at <https://cloud.ibm.com/docs/get-support?topic=get-support-support-plans>.

Client may submit a support ticket describing an issue in accordance with the applicable support policy procedures. The support policies are available in the IBM Cloud documentation and provide details of available support options, as well as information on access, support business hours, severity classification, and support resources and limitations. IBM uses commercially reasonable efforts to respond to support requests; however, there is no specified response time objective for basic level support.

Unless otherwise agreed in writing, support is available only to Client (and its authorized users) and not to any end users of Client's solutions. Client is solely responsible for providing all customer support and services to its end users.

An online support forum is available at no charge on the IBM Cloud Developer Center or on Stack Overflow. IBM's development and support staff monitors both forums.

Support for Non-IBM Products is provided by the third party vendor and may require a separate support contract.

4. Charges

Cloud Services will be charged as a pay-as-you-go basis account (PayGo account) unless Client has an active Subscription or ESP account as described below. Charges and pricing metrics (the units measured to determine service charges) for Cloud Services will be identified in the IBM Cloud catalog or may be defined in an Additional SD. Client will be billed in arrears each month for actual consumption of selected Cloud Services and charged as described for each account type below. Client is responsible for paying for all Cloud Services ordered through any Cloud UI. Charges for Cloud Services are established in U.S. dollars. Non-U.S. dollar charges are calculated by converting the U.S. dollar charge to the local currency charge using the market exchange rates published by leading financial institutions. Market exchange rates will be adjusted monthly, except as prohibited or controlled by applicable law.

4.1 Pay As You Go Accounts

Pay As You Go accounts require no spending commitment. Standard catalog charges will be billed each month for consumption of the Cloud Services. Client must provide IBM with valid credit card details or a current purchase order with sufficient approved funding.

4.2 Subscriptions

A subscription requires a committed usage level over a selected subscription period for eligible Cloud Services. Subscription periods are divided into 12-month cycles (or if less than 12 months remain in a period, the remaining number of months are a cycle). Standard catalog charges for consumption of the Cloud Services, including any associated fee-based technical support services, are deducted each month from the committed subscription usage level in a current cycle. Once a cycle's committed usage level has been consumed, additional usage in a cycle will be billed as overage. Committed

usage not used before the end of the cycle is forfeited. Subscriptions may not be cancelled prior to the end of the subscription period and will automatically renew for the same term unless the order specifies otherwise. Accounts convert to non-discounted pay-as-you-go account upon expiration or non-renewal of a subscription, and any consumption will be billed on a monthly basis. Any fee-based technical support will need to be reordered.

4.3 IBM Cloud Enterprise Savings Plan (formerly "Pay as you Go with Committed Use")

An Enterprise Savings Plan account requires a committed consumption level for each 12-month cycle over the commitment term for eligible Cloud Services. Standard catalog charges, with the agreed discount applied, will be billed each month for consumption of the Cloud Services, including any associated fee-based technical support services. The agreed discount will also apply to any use over the committed consumption level in any 12-month cycle. At the end of each 12-month cycle, Client will be invoiced an amount equal to any unused committed consumption. These discounts do not apply to NonIBM Products.

Enterprise Savings Plan accounts will automatically renew for the same commitment term at the same committed consumption level as the final 12-month cycle in the current order unless the order specifies otherwise. Accounts convert to a non-discounted pay-as-you-go account upon expiration or non-renewal of the commitment term, and any consumption will be billed on a monthly basis. Any fee-based technical support will need to be reordered. An Enterprise Savings Plan account may not be cancelled prior to the end of the commitment term.

4.4 Billing

Client will be billed charges each month by billing Client's credit card or, where available, by invoice for payment due by electronic funds transfer, or by such other method as approved by IBM.

By providing credit card information, including relevant personal data, Client agrees IBM can use such information to process payment of charges. Payment of charges will be automatic on the due date.

Client is responsible to keep information current to avoid service disruption or account cancellation.

Unless limited by law, if credit card payment is declined, a late payment fee of \$20 (or equivalent in local currency) will be due for payment delay.

If Client believes a charge to be incorrect, Client must submit a support ticket within 30 calendar days from its due date. A credit will be provided upon validation of an incorrect charge. Client accepts billed charges for Cloud Services if not disputed within such period.

If Client requires specific funding authorization for IBM to invoice charges, such as a purchase order, Client is responsible to provide and keep such authorization timely and current with sufficient funding authorization to cover all orders submitted using Client's account credentials to avoid any service disruptions, late payment fees, or account cancellation.

5. Additional Terms

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

5.1 Service Periods and Reservations

For services provided on a monthly or committed service period basis, the service periods begin on: i) the first day of each calendar month; or ii) for accounts with an IBM established account billing date, it is that calendar date, or the last day of the month if that date does not exist.

If Client selects to use a specific Cloud Service on a reservation or reserved instance basis with a committed service period, IBM will not change the agreed price or reservation discount during the

commitment period. Upon expiration of the committed service period, the Cloud Service will revert to monthly billing at the catalog price in effect on the expiration of the service period.

5.2 Cancellation of Individual Services or Client Account

5.2.1 Cancelling and Downgrading Services

To downgrade or cancel a specific infrastructure Cloud Service that does not have a committed service period, Client must cancel at least 24 hours prior to the end of the service period (in time zone GMT-6). A cancelled Cloud Service can continue to be available until the end of the service period and no refund or credits are provided for any unused portion. Untimely notice will result in automatic renew for another service period. Client is responsible to monitor status of any request to cancel or downgrade a Cloud Service to ensure it was successful.

5.2.2 Cancelling Services with Committed Service Period

If Client selected to use a Cloud Service on a reserved basis and cancels the Cloud Service prior to the end of the committed service period, Client must submit a support ticket with an effective date of cancellation. The reserved service will continue to be available until the requested cancellation date, however charges for the remainder of the committed service period will be due.

5.2.3 Suspension and Cancellation by IBM

IBM Cloud documentation may include usage guidelines or limitations to preserve the performance, responsiveness, or integrity of the Cloud Services. Client agrees to comply with such guidelines and understands that use or applications that violate these guidelines may be suspended automatically or by IBM system administrators.

Cloud Services that are unmodified and left running in a non-billable account for 10 or more days may be suspended automatically. Any Cloud Service that Client has deployed but has not used for 30 or more days in a non-billable account may be deleted.

IBM may cancel Client's account with no further notice if: i) Client fails to provide valid credit card information or PO funding authorization within 10 business days of IBM sending notice to last known account administrator; or ii) no Cloud Services are ordered or remain active during any six-month period. Upon account cancellation by Client or by IBM, all Cloud Services and Client environments will be reclaimed, removing access and irrevocably deleting any associated Content.

5.3 Client Provided Software License Entitlements

Certain IBM Cloud Services require or allow Client to use IBM or third party software, or enable provisioning of such software to an IBM Cloud environment, on the condition that Client has separately acquired proper license entitlements. By configuring or provisioning such services, Client represents it has acquired and will maintain all required licenses entitlements from the applicable IBM or third party software licensor to use within the IBM Cloud. Client is responsible for any tracking regarding use of software and license entitlements and any required reporting to the software licensor.

For Microsoft products used on shared servers using Client's separately acquired license entitlements, Client must follow Microsoft's procedures and execute Microsoft's "Mobility Verification Form". For further details, see the Microsoft License Mobility Verification Guide.

5.4 Sample Code

If the Enabling Software contains sample code, Client has the additional right to make derivative works of the sample code and use them consistent with the Enabling Software rights.

5.5 Beta Services

Cloud Services provided as a beta or experimental service will be identified as such in the IBM Cloud UI.

A beta or experimental service may not be at a level of performance or compatibility of generally available services, is not fully tested, and may not comply with the normal Cloud Service security practices. Such services are not designed for any type of Content that contains personal data or for use in a production environment. Client agrees not to provide or input Content that contains personal data in a beta or experimental service. Client is responsible to remove content Client wishes to retain prior to expiration or termination of the beta or experimental service.

6. Overriding Terms

The following prevails over anything to the contrary in the base agreement by which Client acquired the IBM Cloud.

6.1 Changes

6.1.1 Modifications to Cloud Services

IBM will provide at least 12 months' notice of any discontinuation of material functionality of a Cloud Service, or modification to an API in a way that is not backwards compatible unless IBM must act sooner to comply with applicable laws, legal obligations, or regulations, to address a security issue, or to avoid undue economic burden.

6.1.2 Withdrawal of Cloud Services

Unless IBM must act sooner to: i) comply with applicable laws, legal obligations, or regulations; ii) address a security issue; or iii) to avoid undue economic burden, IBM will provide at least 12 months' notice of withdrawal, or, for selected Cloud Services, withdrawal no earlier than the extended dates shown at https://cloud.ibm.com/docs/overview?topic=overview-services_availability.

6.1.3 Changes to Service Descriptions

IBM will provide Client at least 30 days' notice of any price increases or changes to this Service Description or any Additional SD, and at least 90 days' notice for changes to SLAs that are unfavorable to Client. Continued use of the Cloud Services after the notice period constitutes Client's acceptance of any changes.

6.1.4 Notices

IBM will provide above change notifications by posting in the Cloud UI at <https://cloud.ibm.com/status/announcement>. Client may subscribe in the Cloud UI to receive email notifications of these announcements. Client can also subscribe to receive notice of any update to the IBM base agreements, Service Description, and Additional Service Descriptions by clicking on the Subscription tab in IBM Terms at www.ibm.com/terms and selecting applicable documents.