

IBM Technology



G-Cloud 15 IBM – Netezza as a Service Service Definition Document

Email: ukcat@uk.ibm.com

Contact: Anne-Marie Wheeler

Service Description

IBM Netezza as a Service Bring Your Own Cloud

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order. Upon acceptance of Client's order, this Service Description and the Cloud Services Agreement found at <http://www.ibm.com/terms/csa> (or equivalent agreement for Cloud Services between the parties) applies to Client's use of the Cloud Services.

1. Cloud Service

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Netezza as a Service Bring Your Own Cloud

This Cloud Service provides a data warehouse and analytics platform solution that allows Clients to optimize their workloads across the Client's business applications, scaling to petabytes of organized data. The IBM Netezza as a Service Bring Your Own Cloud compute plane will be deployed on a Client-owned third party cloud account, and Client must run their workloads on that Client-owned and Client-managed third party infrastructure.

2. Data Processing and Protection Data Sheets

Subject to the limitations in Section 5.1.8, 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 applies to IBM's processing of personal data on behalf of Client.

<https://www.ibm.com/terms/?id=A71D816A9D9E4ECCBCE1ED0A7FE77B8C>

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	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.5%	5%
Less than 99.0%	10%

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

- Downtime does not include time related to a scheduled maintenance outage.

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/>.

3.2.1 Optional Support Offerings

Additional support options are available for this Cloud Service. If Client selects to order an optional support offering, the terms defined in the Optional Support Offerings Service Description at <https://www.ibm.com/terms/?id=i126-9789> will apply to the support offering specified in Client's TD.

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:

- Resource Unit is an independent measure of a resource managed by, processed by, or related to the use of the Cloud Service. For this Cloud Service, Resource Units are measured by the following:
 - vCPU (virtual central processing unit) represents a logical processor core that has been allocated to a virtual machine at the profile level.

Profile	RU Allocation (month)
1 vCPU of Netezza Starter as a Service Bring Your Own Cloud	112 Resource Units
1 vCPU of Netezza Medium as a Service Bring Your Own Cloud	138 Resource Units
1 vCPU of Netezza Large as a Service Bring Your Own Cloud	150 Resource Units

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 Terms Applicable to Bring Your Own Cloud Offerings

5.1.1 BYOC Environments

- Client Environment:** The Bring Your Own Cloud (BYOC) Cloud Service offerings (each a “**BYOC Service**”) require Client to provide IBM access to a Client-owned and managed cloud service environment (the “**Client Environment**”) hosted by a third party cloud provider, such as Amazon AWS (the “**Third Party Cloud Service**”), under Client’s account for such service. The BYOC Service is deployed and managed by each party on that Client Environment in accordance with its respective responsibilities outlined below. Client’s responsibilities for the Client Environment include all services and components of Third Party Cloud Service used or deployed within that environment. IBM is not responsible for establishing or maintaining the Client Environment. IBM is not responsible for the Third Party Cloud Service, and the terms in this agreement do not apply to the Third Party Cloud Service.
- IBM Environment:** IBM will establish and maintain an IBM-owned and managed cloud service environment (the “**IBM Environment**”) outside of the Client Environment to support the BYOC Service on the Client Environment. IBM will provide mechanisms to enable the Client to manage the BYOC Service within the Client Environment.

IBM and Client responsibilities for BYOC offerings are set out below:

5.1.2 Client Environment - General

- Client is responsible for acquiring and maintaining an account on the Third Party Cloud Service and ensuring the availability of all resources required for the BYOC Service to be deployed and managed on the Client Environment, including compute, networking and storage resources.
- Client will provide and maintain accurate account information and required policy permissions for the Client Environment account sufficient for each of IBM and Client to fulfil their roles and responsibilities with respect to the BYOC Service.
- Client must maintain required access to the Client Environment while using the BYOC Service. If required access to the Client Environment is removed, the BYOC Service will no longer be available to Client.
- Client is responsible for all costs associated with its Third Party Cloud Service account.
- Client is solely responsible for complying with the third party terms governing the Third Party Cloud Service and for ensuring that those third party terms permit the activities described in this Service Description.
- Client will not install or deploy any software or services on the Client Environment instance other than security, monitoring and similar software or tools necessary for Client’s fulfilment of its responsibilities in this Service Description. Client is solely responsible for any such software and tools. If IBM objects to particular software or tools installed or deployed by Client that may disrupt

the BYOC Service, Client will remove such software or tools on IBM's request. Client will not modify any BYOC Service software, components or configurations made by IBM on the Client Environment and will not configure security, monitoring, and similar software or tools that interfere with IBM's provision and management of the BYOC service.

5.1.3 Client Environment Infrastructure

- a. Availability of the BYOC Service is dependent upon Client establishing and managing the Client Environment.
- b. Client is responsible for cloud infrastructure monitoring and any availability and redundancy requirements on the Client Environment.
- c. Client is responsible for all configuration and troubleshooting of network connectivity for the Client Environment.
- d. Client is responsible for support of the infrastructure on the Client Environment and for opening support tickets with the provider of the Third Party Cloud Service for infrastructure and services provided by such provider.

5.1.4 Configuration and Change Management

- a. IBM:
 - (1) On initial deployment and during the use of the BYOC Service, IBM will provision and configure Third Party Cloud Service services such as compute nodes and associated cloud storage volumes within the Client Environment, and deploy BYOC Service software in that environment.
 - (2) IBM will make available updates and patches to the BYOC Service software as such updates and patches become available in accordance with IBM's maintenance and support policies.
 - (3) IBM will apply updates and patches to the BYOC Service software as and when IBM determines appropriate or necessary. If IBM requires Client to apply the update or patch or if IBM requires Client to alter configurations in the Client Environment to allow the update or patch to be applied, IBM will inform Client what actions need to be taken.
- b. Client:
 - (1) Client is responsible for all capacity planning and forecasting on the Client Environment, and for determining requirements and quotas for any expansions or contractions of compute and storage capacity in the Client Environment.
 - (2) Client is responsible for taking such action as IBM may advise to apply or enable IBM to apply patches and updates.
 - (3) Client is responsible for validating application of updates and patches in the Client Environment and for testing of the BYOC Service following any application of updates or patches.

5.1.5 Monitoring

- a. IBM:
 - (1) IBM is responsible for monitoring provisioning availability for the BYOC Service in the Client Environment and monitoring uptime of database engines.
 - (2) IBM is responsible for monitoring and handling alerts for BYOC Service interruptions in the Client Environment.
- b. Client:
 - (1) Client is responsible for monitoring consumption availability for the BYOC Service in the Client Environment and notifying IBM as required.
 - (2) Client is responsible for monitoring Third Party Cloud Service alerts and taking action in response to such alerts and/or notifying IBM as required.

5.1.6 Backup & Restore, Disaster Recovery

- a. IBM:
 - (1) IBM will make available facilities enabling Client to manage, configure and schedule backups of Content on the Client Environment and to manage the recovery of Content from such backups.

- (2) IBM will perform the backups in accordance with the configuration and scheduling set by Client through such facilities.
- (3) IBM is not responsible for managing backup or disaster recovery to enable recovery of Client Content, and is not responsible for loss, destruction, alteration, or corruption of Client Content.
- b. Client:
 - (1) Client is responsible for management, configuration and scheduling of all backups of Client's Content in the Client Environment in accordance with its own retention requirements.
 - (2) Client is responsible for ensuring availability of valid backups and alerting IBM to any issues.
 - (3) Client is responsible for disaster recovery planning and management on the Client Environment.
 - (4) Client is responsible for all data recovery and restoration of Content from valid backups.
 - (5) Client is responsible for remote storage, dependent cloud services or replicated data.

5.1.7 Security

- a. IBM:
 - (1) IBM will make available security fixes to the BYOC Service software as such security fixes become available in accordance with IBM's maintenance and support policies.
 - (2) IBM will apply security fixes to the BYOC Service software as and when IBM determines are appropriate or necessary. If IBM requires Client to apply the security fixes or if IBM requires Client to alter configurations in the Client Environment to allow the security fixes to be applied, IBM will inform Client what actions need to be taken.
- b. Client:
 - (1) Client is responsible for the security posture of the Client Environment and application of appropriate security and compliance measures on the Client Environment.
 - (2) Client is responsible for Security Information and Event Management (SIEM) monitoring on the Client Environment.
 - (3) Client is responsible for access management for the Client Environment.
 - (4) Client is responsible for maintaining security logs on the Client Environment.
 - (5) Client is responsible for taking such action as IBM may advise to apply or enable IBM to apply security fixes.
 - (6) Client will promptly inform IBM of any security incidents in the Client Environment that may affect the BYOC Service, and will provide reasonably requested information relating to the incident to IBM as reasonably necessary to enable IBM to investigate or assist in the investigation of security incidents.

5.1.8 Limitations

For BYOC offerings, the following only apply to the IBM Environment and to the responsibilities of IBM expressly set out above only to the extent solely and exclusively within IBM's control, and do not apply to the Client Environment, nor to any matter for which Client is responsible as described above, nor to any software or capabilities that IBM has deployed or configured on the Client Environment to the extent any such software or capabilities have been modified or have been accessed by any third party:

- a. Warranties provided in the Cloud Services Agreement, or equivalent base agreement for Cloud Services,
- b. the Service Level Agreement provided in this Service Description,
- c. the IBM Data Processing Addendum,
- d. the IBM Data Security and Privacy Principles.

