

IBM Technology



G-Cloud 15 IBM – Cloud Satellite Service Definition Document

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IBM Cloud Satellite

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

1. Cloud Service

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Cloud Satellite

IBM Cloud Satellite allows IBM Cloud services delivered anywhere a Client needs them, managed from a single pane of glass, with as-a-service operations, secure connectivity, application lifecycle management. IBM Cloud Satellite helps enable enterprises to take advantage of their distributed cloud environment, while keeping responsibility for the operation, governance and evolution of the services with the public cloud provider – IBM Cloud.

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=280A9B507F2611EAA70A37ED93A63393>

3. Service Levels and Technical Support

3.1 Service Level Agreement

The service level agreement set forth in the base IBM Cloud Service Description applies to this service.

3.2 Technical Support

The support terms set forth in the base IBM Cloud Service Description apply to this service.

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:

- Virtual Processor Core-Hour is each hour a Virtual Processor Core is available to or managed by the Cloud Service. A Virtual Processor Core is a standard capacity, virtualized processor that is available to or managed by the Cloud Services.
- Instance-Hour is each hour of access to a specific configuration of the Cloud Service.

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 Enabling Software

Client's use of an IBM Cloud Satellite cloud service requires IBM to provide Client with code and other materials related to the individual IBM Cloud Services that Client will use in connection with IBM Cloud Satellite ("Cloud Services Software"), which are considered Enabling Software.

The following terms apply when Client deploys an IBM Cloud Satellite environment with respect to Client's use of all Cloud Services Software:

The Cloud Services Software is owned by IBM or an IBM supplier, and is copyrighted and licensed, not sold.

IBM grants Client a non-exclusive license to use the Cloud Services Software only for the same purposes that Client is authorized to use the corresponding Cloud Service, as described in the SD for that Cloud Service, and only in connection with Client's authorized use of an IBM Cloud Satellite cloud service, as described in this SD provided that:

- Client has lawfully obtained the Cloud Services Software and complies with the terms of the Agreement; and
- Client ensures that anyone who uses the Cloud Services Software (accessed either locally or remotely) complies with the terms of the Agreement; and
- Client does not 1) use, copy, modify, or distribute the Cloud Services Software; 2) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Cloud Services Software, except as expressly permitted by law without the possibility of contractual waiver; 3) use any of the Cloud Services Software's components, files, modules, audio-visual content, or related licensed materials separately from that Cloud Services Software; or 4) sublicense, rent, or lease the Cloud Services Software without explicit written permission from IBM.

Client agrees to create, retain, and provide to IBM and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Client's use of all Cloud Services Software is in compliance with the Agreement, including, without limitation, all of IBM's applicable licensing and pricing qualification terms.

Upon reasonable notice, IBM may verify Client's compliance with the Agreement at all sites and for all environments in which Client uses (for any purpose) Cloud Services Software subject to this SD and the Agreement. Such verification will be conducted in a manner that minimizes disruption to Client's business, and may be conducted on Client's premises, during normal business hours. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.



