IBM

IBM Cloud for Government (IC4G)

IBM Cloud for Government allows Client to deploy selected services and Content, including Client applications and data, within IBM's IC4G cloud environment. The IBM Federal Cloud Services Agreement, this Service Description, and Transaction Documents are the complete agreement regarding IBM's Cloud for Government (IC4G) offering. In the event of a conflict, this Service Description prevails over the Federal Cloud Services Agreement both documents are located at the following link: IBM Terms

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

1.1   IBM Cloud UI

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). The IBM Cloud UI catalog describes available Cloud Services that Client may select. Client is responsible to select and configure services to meet Client's technical, security, compliance, and other requirements. The IBM Cloud UI, support, and other information may be presented only in English, and the English version governs any conflict with a translation. Using the IBM Cloud UI, Client can view and manage its IBM Cloud account, authorized users, and permissions; request support; and view available support documentation. Client is responsible for maintaining and protecting all access keys generated for each Cloud Service.

1.2   Additional Service Descriptions

Additional terms, if any, such as specific service levels, specific data processing and protection provisions, or identification of enabling software, for a specific offering are available by clicking on the offering's "Terms" link in the IBM Cloud UI catalog. Any conflicting terms in the Additional SD that override terms in this base 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 Service as a platform to make Client's applications or services 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 documentation (available in the IBM Cloud UI). The private network enables a VPN connection for administrative access, intra-application 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) and the applicable Data Processing and Protection Data Sheets (referred to as data sheets or DPA Exhibits) in the link below provide additional data protection information for use of the IBM Cloud in general 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. Data Sheets for each Cloud Service are available from the Additional Service Descriptions or directly from the "Terms" link in the IBM Cloud UI catalog. 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 https://www.ibm.com/dpa/dpl apply.

The following Data Sheet applies to general use of the IBM Cloud:

https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1380559625333

3. Service Level Agreements and Technical Support

3.1 Service Level Agreements

Service level agreements (SLAs) for Cloud Services 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. Client can select fee-based technical support offerings that provide additional support benefits.

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 UI 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 third party services is provided by the third party vendor and may require a separate support contract.

4. Charges

Cloud Services will be charged on a pay-as-you-go basis unless Client has an active subscription. Client is responsible to provide and maintain a funding document with sufficient funds to cover the term so as not to interrupt Cloud Services. Service charges and pricing metrics (the units measured to determine service charges) will be identified in the IBM Cloud UI or may be defined in an Additional SD.

4.1 Subscriptions

A subscription requires a committed usage level over a selected subscription period for eligible 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). Charges for the usage of Cloud Services are deducted from the committed subscription usage level in a current cycle. Once a cycle's committed usage level has been consumed, Client will be responsible to ensure sufficient funds are available via a funding document to cover the consumption usage. Accounts revert to pay-as-you-go upon expiration of a subscription or non-renewal of a subscription.

4.2 Pay as you Go

Client will be billed in arrears each month for actual usage of Cloud Services at standard rates shown in the Cloud UI catalog with the agreed discount applied. Client is responsible for monitoring the term and funding allocated on Client's order and issue a modification or renewal order prior to the term expiration or depletion of funds to continue to use Cloud Services. All Cloud Services continue until funds are depleted or the term ends on the governing Purchase Order or Contract.

Client will be billed charges each month by invoice for payment due by electronic funds transfer, or by such other method as approved by IBM.

Client is responsible to keep information current to avoid service disruption. Payment is in accordance with the Prompt Payment Act

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.

5. Additional Terms

5.1 Service Periods

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.

5.2 Cancellation of Individual Services or Client Account

5.2.1 Cancelling and Downgrading Services

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

5.2.2 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.

IBM may cancel, with notification, Client's account if no Cloud Services are ordered or remain active during any six-month period.

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 of 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. Client is responsible to remove content Client wishes to retain prior to expiration or termination of the beta service.

6.   Overriding Terms

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

6.1   Changes

6.1.1   Modifications to Services

IBM will provide at least 12 months' notice of any discontinuation of material functionality of a 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 Services

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, IBM will provide at least 12 months' notice of withdrawal, or, for selected 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 Service Descriptions, 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 to this Service Description.