

## Service Description

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### IBM MQ as a Service

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

#### 1. Cloud Service

IBM MQ is messaging middleware that helps the integration of diverse applications and business data across multiple platforms, using message queues to facilitate the exchanges of information. IBM Cloud, IBM's open standards cloud platform for building, running, and managing apps and services, is a technical pre-requisite for the Cloud Service. At the time of provisioning, Client must have an IBM Cloud account. New users can register for access via the online registration form: <https://cloud.ibm.com/registration>.

##### 1.1 Offerings

The Client may select from the following available offerings.

###### 1.1.1 IBM MQ as a Service

The IBM MQ as a Service service enables the Client to access IBM MQ functionality as a hosted cloud offering. IBM MQ as a Service handles upgrades, patches, and many of the infrastructure tasks on Client's behalf, so the Client can focus on integrating its applications.

###### 1.1.2 IBM MQ as a Service Hybrid Entitlement

This Cloud Service allows Client to access the IBM MQ functionality either as a cloud offering or installed in the Client's environment of choice. The IBM Program included with this Hybrid Entitlement offering is IBM MQ Advanced. Client is able to use the IBM Program and access technical support and IBM upgrades as long as Client continues to subscribe to the Cloud Service.

###### 1.1.3 IBM MQ as a Service BYOL

This Cloud Service allows Client to access the IBM MQ functionality as a cloud offering. Bring your own licenses (BYOL) offerings require the Client to have previously acquired appropriate license entitlements to the associated IBM Program. The IBM Program required by this IBM MQ as a Service BYOL offering is IBM MQ or IBM MQ Advanced.

###### 1.1.4 IBM MQ as a Service Reserved Instance

IBM MQ as a Service Reserved Instance enables Client to access IBM MQ functionality as a hosted cloud offering in a single-tenant environment. The plan also offers additional enterprise-grade such as multi-zone HA and private networking. IBM MQ as a Service Reserved Instance handles upgrades, patches, and many of the infrastructure tasks on Client's behalf.

#### 1.2 Acceleration Services

The following IBM Cloud Services are covered by this Cloud Service Description:

##### 1.2.1 IBM MQ as a Service Jump Start

Provides up to 50 hours of remote consulting time for startup activities including (1) initial configuration and setup such as combining Client's MQ as a Service with Client's on-premise queue managers, public clouds or private clouds (2) integration with external systems and hybrid connectivity (3) assistance with migrating existing MQ components from on-premise to cloud (4) other administrative and configuration topics of interest (collectively, "Startup Activities"). Services are purchased per Engagement and expire 90 days from the date of purchase of entitlement for this remote service or from the date Client is notified by IBM that access to the Cloud Service is available, whichever is later, regardless of whether all hours have been used.

##### 1.2.2 IBM MQ as a Service Accelerator

Provides up to 50 hours of remote consulting time for performing Startup Activities or other activities specified and scoped at the time of purchase in one or more mutually agreed Transaction Documents. Services are purchased per Engagement and expire 12 months from the date of purchase of entitlement

for this remote service or on the last day of the initial Cloud Service subscription term, whichever is earliest, regardless of whether all hours have been used.

## 2. Data Processing and Protection Data Sheets

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.

### IBM MQ as a Service

<https://www.ibm.com/terms/?id=C4689E00EA0711E6884FEA3A345CB5C8>

### IBM MQ as a Service Reserved Instance

<https://www.ibm.com/terms/?id=BB541D383AC742D4A4609AC9556E2E5B>

## 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/support/pages/node/731179>.

| Availability – IBM MQ as a Service* | Availability – IBM MQ as a Service Reserved Instance | Credit<br>(% of monthly subscription fee**) |
|-------------------------------------|------------------------------------------------------|---------------------------------------------|
| Less than 99.5%                     | Less than 99.99%                                     | 10%                                         |
| Less than 99.0%                     | Less than 99.9%                                      | 25%                                         |

\*Also applies to IBM MQ as a Service Hybrid Entitlement and IBM MQ as a Service BYOL.

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

### 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:

- Capacity Unit is a selected Cloud Services capacity type that will be multiplied by the specified number of required capacity units for such capacity type.  
1 Capacity Unit provides 5 Virtual Processor Cores of capacity for deploying queue managers in the IBM MQ as a Service Reserved Instance offering.
- Engagement is a professional or training service related to the Cloud Services.
- Virtual Processor Core is a standard capacity, virtualized processor that is available to or managed by the Cloud Services.

## 4.2 Remote Services Charges

A remote service will expire 90 days from purchase regardless of whether the remote service has been used.

## 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 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

### 5.2 Enabling Software

Enabling Software is provided to Client under the following terms, which may be updated by IBM from time to time:

| Enabling Software                  | Applicable License Terms (if any)                                                                                      |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| IBM MQ Clients                     | Download URL and License Terms:<br><a href="https://ibm.biz/mq92clients">https://ibm.biz/mq92clients</a>               |
| IBM MQ Explorer                    | Download URL and License Terms:<br><a href="https://ibm.biz/mqexplorer">https://ibm.biz/mqexplorer</a>                 |
| IBM MQ Managed File Transfer Agent | Download URL and License Terms:<br><a href="https://ibm.biz/mq92redistmftagent">https://ibm.biz/mq92redistmftagent</a> |
| IBM MQ Internet Pass-Thru          | Download URL and License Terms:<br><a href="https://ibm.biz/mq92ipt">https://ibm.biz/mq92ipt</a>                       |

\*If a more current version of the license information terms is available it will be presented with the Enabling Software.

In the event of a conflict with the license terms accompanying the Enabling Software, this Agreement will prevail.

### 5.3 Terms applicable to IBM MQ as a Service BYOL

Bring your own licenses (BYOL) offerings require Client to have previously acquired appropriate license entitlements to the associated IBM Program identified in the table below. Client's entitlements to the BYOL SaaS cannot exceed Client's entitlements to the associated IBM Program, in the ratios specified below. The BYOL offering does not include Subscription and Support (S&S) for the associated IBM Program. Client represents they have acquired the applicable (1) license entitlements and (2) S&S for the associated IBM Program. During the subscription period of the BYOL offering, Client must maintain current S&S for the IBM Program entitlements used in conjunction with the BYOL offering entitlements. In the event either Client's license to use the associated IBM Program or Client's S&S for the associated IBM Program is terminated, Client's right to use the BYOL offering will terminate. The table below outlines the ratio of entitlements for the associated IBM Program required for usage of the BYOL offering under the stated corresponding entitlement. Client may continue to use the entitlements to the associated IBM Program that are applied to usage of the BYOL offering to deploy the associated IBM Program concurrently with Client's use of the BYOL offering for the following period (the "Concurrent Usage period"): for Clients with a subscription term of one (1) year, no longer than ninety (90) days after the start of the Client's initial subscription to the BYOL offering; for Clients with a subscription term of greater than one (1) year, no longer than one (1) year after the start of the Client's initial subscription to the BYOL offering. After the end of the Concurrent Usage period, for the duration of Client's use of the BYOL offering, Client's entitlements to the associated IBM Program applied to usage of the BYOL offering are suspended and Client may no longer use those entitlements to deploy the associated IBM Program (subject to any stated exceptions).

| Associated IBM Program | BYOL Offering            | BYOL Offering         |
|------------------------|--------------------------|-----------------------|
| IBM MQ                 | IBM MQ as a Service BYOL | Ratio: 70 PVU / 1 VPC |
| IBM MQ Advanced        | IBM MQ as a Service BYOL | Ratio: 35 PVU / 1 VPC |

\* "Ratio n/m" means that for every ('n') entitlements of the indicated metric for the associated IBM Program, Client may apply those entitlements into the specified number ('m') entitlements of the indicated metric for the BYOL offering.

## 5.4 Ownership of Delivered Materials

Materials created by IBM in the performance of these offerings and delivered to Client (excluding any preexisting works on which those materials may be based) are works made for hire, to the extent permitted under applicable law, and are owned by Client. Client grants to IBM an irrevocable, perpetual, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on those materials.

## 6. Overriding Terms

### 6.1 Support Deviations

Unless otherwise stated below, the remainder of Section 3.2 above continues to apply.

- a. Notwithstanding that Client may choose to enable the European Union (EU) support option in its IBM Cloud account, this option is not available for any of the offerings described in Section 1.1 of this Service Description. Technical support may therefore be provided by IBM support teams worldwide.
- b. Chat support and phone support are not provided for any of the offerings described in Section 1.1 of this Service Description.
- c. The following applies to technical support for IBM MQ as a Service Reserved Instance only. The response time objectives are as follows:
  - (1) For Premium Support
    - (a) Severity 1 cases, the response time objective is 15 minutes (24 x 7 x 365)
    - (b) Severity 2 cases, the response time objective is 1 hour (24 x 5 x 365)\*
    - (c) Severity 3 cases, the response time objective is 2 hours (24 x 5 x 365)\*
    - (d) Severity 4 cases, the response time objective is 4 hours (24 x 5 x 365)\*
  - (2) For Advanced Support
    - (a) Severity 1 cases, the response time objective is 1 hour (24 x 7 x 365)
    - (b) Severity 2 cases, the response time objective is 2 hours (24 x 5 x 365)\*
    - (c) Severity 3 cases, the response time objective is 4 hours (24 x 5 x 365)\*
    - (d) Severity 4 cases, the response time objective is 8 hours (24 x 5 x 365)\*

\*24 x 5 x 365 means Sunday 8:00 P.M. ET (Eastern Time zone in the US) to Friday 8:00 P.M. ET. No coverage between Friday 8:00 P.M. ET, and Sunday 8:00 P.M. ET.

For IBM MQ as a Service Reserved Instance, 24 x 7 x 365 support case management will only be provided for Severity 1 cases if Client has Premium or Advanced support entitlement; for Severity 2, Severity 3, and Severity 4 cases, Clients with such entitlement will receive support 24 x 5 x 365 and so may experience delays in responses after Friday 8:00 P.M. ET, to Sunday 8:00 P.M. ET.

- d. For IBM MQ as a Service, IBM MQ as a Service Hybrid Entitlement and IBM MQ as a Service BYOL, Advanced Support and Premium Support are not available.