

# Service Level Agreement (“SLA”) – Standard Services

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SoftLayer ceased use of a stand-alone Service Level Agreement (“SLA”) – Standard Services, as of the deployment of the most recent update to the SoftLayer Service Description in October 2016, when SoftLayer rolled out the Bluemix Service Description, IBM document i126-6605-09\_10-2016 (“Bluemix SD”), via Portal notice on or about December 12, 2016, effective on or about January 12, 2017. The standard services SLAs are Section 3 of the Bluemix SD. These terms cover both Infrastructure Services and Platform Services and replace the previously deployed SoftLayer Service Level Agreement – Standard Services. Note that there is a separate SLA for Bluemix Infrastructure Managed Hosting services posted to the SoftLayer Legal Page, <http://www.softlayer.com/legal>. As a courtesy to clients and SoftLayer resellers, we repeat the standard services SLA below:

## ***Verbatim Extract of the Standard Services SLA embedded in the current version of the IBM Bluemix Service Description***

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*As used in the below SLAs, Client means the contracting party and its authorized users and recipients of the Cloud Service.*

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## Service Description

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### IBM Bluemix

This Service Description describes IBM Bluemix Cloud Services available to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service.

#### 1. Cloud Services

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#### 2. Security Description

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#### 3. Service Level Agreements

IBM provides service level agreements (SLAs) for IBM-branded Bluemix services. Service levels based on downtime do not include time related to exclusions, Bluemix UI unavailability, or time to reload, configure, enable, or access content or include other services indirectly affected by an outage (Downtime).

SLAs are available only if Client is compliant with the Agreement terms and do not apply to any third party including Client's end users. SLAs do not apply to beta, experimental, trial, or no-charge Cloud Services. SLAs are not a warranty and are Client's exclusive remedy for IBM's failure to meet a specified service level.

IBM will validate SLA claims based upon information provided and IBM system records. IBM will provide Bluemix UI or other notice of approved credits. IBM's reasonable determination of a credit is final. Client agrees to continue to make payment in full for Cloud Services while an SLA claim is being reviewed. Credits may not reduce payments due for a service below zero for any billing period.

If an IBM Business Partner sold Client a subscription to the Cloud Service, the monthly charge will be calculated on the then-current list price for the service that causes the SLA claim, discounted by 50%.

##### 3.1 Exclusions

No credits will be due for failure to meet an SLA because of: scheduled or announced maintenance; problems with Client or community content, technology, designs, or instructions; non-IBM build-packs; unsupported system configurations and platforms; Client infrastructure failures, including network, hardware, facility, or power; Client system administration actions, commands, or file transfers; Client errors or failures to provide needed information or access to resolve an outage; Client-caused security incidents or Client security testing; or other causes beyond IBM's reasonable control.

For Bluemix local environments, even though the Cloud Service is designed and deployed to survive most network or hardware failures, examples of failures or events that could cause an interruption in the Cloud Service include, but are not limited to: network performance slow down; switch; data center power interruption; and disk/memory. For local environments, outages caused by these failures or events and any recovery time that would be necessary to bring the entire Cloud Service back to full operation are excluded from Downtime.

## 3.2 Availability SLAs

### 3.2.1.1 Platform Services

Downtime is the total accrued minutes when Client is unable to connect to any of its instances of a Platform Service and is measured from the time Client reported an outage event until the time at least one of the affected instances is available for use as validated by IBM system records. Availability, expressed as a percentage, is calculated as the total number of minutes in a contracted month minus the total number of minutes of Downtime in that month divided by the total number of minutes in that month.

IBM provides a 99.95% availability SLA for Platform Services: i) configured for high availability and distributed across multiple Bluemix public regions; or ii) provisioned across multiple dedicated or local environments in geographically separated data-centers. In addition, IBM provides a 99.5% availability service level for multiple instances of a Platform Service provisioned within a single dedicated or local environment. Client is eligible for a credit as follows:

High Availability Multiple Public Region or Multiple Dedicated/Local Environments Availability Service Level	Single Dedicated/Local Environment Availability Service Level	Credit
< 99.95%	< 99.5%	10%
< 99.90%	< 99.0%	25%

Client must submit an SLA claim by using the form at <http://ibm.biz/bluemixsupport> within seven days after the end of a contracted month providing sufficient information to identify the affected Platform Service, error messages, and other information necessary to validate the claim, referencing IBM support tickets, as applicable. The credit will be the highest applicable compensation based on the cumulative availability of the affected service during a contracted month and calculated using the monthly charges for such affected service. Credits for Platform Services cannot exceed 25% of such monthly charge.

### 3.2.1.2 Infrastructure Services

Downtime is the total accrued minutes a Client-identified Infrastructure Service is unavailable due to a service disruption based on an outage type listed below, as measured from the time of a validated outage affecting the identified service until the time such service is available, as validated by IBM support or system records.

For each 30 continuous minute period of Downtime, Client will receive a credit in the amount of 5% of the charges for the identified services directly impacted by the outage. Any period during which Downtime is less than 30 continuous minutes will not be eligible for credit. Downtime for different services may not be combined to meet this calculation.

Outage Type
Public Network
Private Network
Redundant Infrastructure Power and HVAC

Client's administrative user must submit an SLA claim ticket in the Bluemix UI portal within seven days following the end of the outage event. The ticket must identify the affected service type, IP address, dates and times of the outage period, any error messages received, contact information, and a full description of the service loss, including logs, if applicable.

## 3.3 Infrastructure Hardware Replacement and Upgrade SLA

IBM will use reasonable efforts to minimize Downtime when replacing failed hardware and hardware components or performing a scheduled hardware upgrade. IBM will provide the specified credit:

- for hardware replacement, except as noted below, based on the time to replace, from the time IBM verifies a Client reported hardware failure.
- for planned hardware upgrades, based on the total Downtime of the service receiving the upgrade.

Service level time periods exclude any time required to reload the operating system or applications or time service performance may be degraded.

For failure to meet a specified service level time period, Client will be eligible for a credit based on the monthly charge for the service affected by the hardware replacement or upgrade, as follows:

Service Level Time Period	Credit Percent *
≤ 2 hours	none

> 2 hours	20%
> 6 hours	40%
> 10 hours	60%
> 14 hours	80%
> 18 hours	100%

\* For POWER8 servers, the service level does not apply; IBM will use commercially reasonable efforts to replace a failed server, and there is no credit for failure to meet the above service levels.

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The current Bluemix SD can be viewed here: <http://www.softlayer.com/legal/csa>

IBM and SoftLayer may modify the SLA terms from time to time, with changes effective after Bluemix UI notice as specified in the applicable IBM or SoftLayer CSA.