Proof Of Concept Transaction Document

This Proof of Concept Transaction Document (the “POCTD”) and the terms of the Cloud Services Agreement entered into between the parties on May ??, 2022, incorporated herein by reference (together, referred to as the “Agreement”) govern activity by which International Business Machines Corporation (“IBM”) and Nextera (“Client,” “you,” “your”) will collaborate on a proof of value regarding IBM Cloud Pak for Watson AIOps, Turbonomic, Instana (the “Program”), as set out below (the “Project”).

The work performed under this Agreement (“Services”) will be performed at no charge to the Client.

For purposes of this Project, the Program will be installed and deployed on the IBM Cloud SaaS (Turbonomic and Instana SaaS platforms, respectively), Instance(s) as a Preview service, and made available for a limited time to try available Program functionality. For this POCTD, there are no service levels or support for IBM Cloud and no warranties of any kind for IBM Cloud.

**Confidentiality**

The IBM Agreement for Exchange of Confidential Information (“AECI”) [Z125-8628-US-01] entered into between the parties on 5/6/2020 will govern exchanges of confidential information related to the Project. All other information exchanged will be considered non-confidential.

**Project pre-requisites:**

1. Client provides access to the necessary resource(s) to perform the Project.
2. Client provides access to middleware admins that can provide ports, credentials, etc., and configure the necessary changes.
3. Client to help identify 1 (or 2 times permitting) business applications that will be monitored; Identify the servers within those agents.
4. Client provides access to Cloud and Application environment to install Software agents.
5. Client provides credentials to Cloud and any other relevant resource(s) for Software to connect, gather data, and action any agreed-upon actions.
6. Client will ensure that no sensitive or personal data is in the datasets provided to IBM.
7. Client to identify an application (selected application) and two or three specific incidents in the application to focus on for the Project.
8. Client to provide the architecture of the application under focus.
9. Client to identify specific components in the application impacted by the incident and collected related logs, alerts, and ticket data. Ensure that it does not include the Client’s customer-sensitive data—for example, orchestration, bridge, message queues, component access, or monitoring.
10. Client to identify specific components in the application impacted by the incidents.
11. Client to provide the ability to generate load and induce errors on the identified application.
12. For some technologies, the middleware may need to be recycled. Once we know the middleware involved in the POC, we can determine that.
13. IBM to provide data requirements (attached in Appendix A).

**Project Scope and Objective**

This Project will help Nextera assess the viability of Watson AIOps, Instana, and Turbonomic to improve the Client’s ability to address mean time to problem resolution. IBM and Nextera have defined the following scenario(s) as key to the proof of value to help address the following pain points:

* 95% of tickets are opened by end-users, not by monitoring.
  1. PoV will focus on ticketing scenarios where users are experiencing issues when interacting with the Portal application.
* Scenario 1
  + Identify potential end-user impacting issues with the Portal app, e.g., slow or no response from site or site functions:
    - Types of issues:
      * Latency issues in application transaction stack which may result in end-users receiving slow responses or timeouts on Portal functionality
      * Errors in application transaction stack which may result in end-users receiving no or incorrect responses
      * Infrastructure resource-related metrics indicating potential impact on application performance degradation
  + Identify potential coding errors which may impact application Service Level Objectives, e.g.
    - Memory leaks which may result in overall performance degradation
    - Unhandled exceptions resulting in increased error rates experienced by users
* Scenario 2
  + Identify potential resource congestion issues affecting application performance
  + Identify potential actions that can be taken to proactively manage available resources to ensure application performance before user impacting issues occur
  + Identify potential cost optimizations while assuring application performance through right-sizing

Diagram

Description automatically generated

IBM will demonstrate the ability to support these scenarios using the following component(s):

* Instana
* Turbonomic

Activities to be performed include:

* NextEra to provide access to data and resources to IBM as detailed under project prerequisites.
* IBM to analyze data and provide findings back to Nextera.
* NextEra and IBM to review project findings and results jointly as defined in the Completion Criteria.

**Completion Criteria:**

* Demonstrate ability to alert on application performance affecting issues
* Demonstrate SRE / Operations engineer application perspectives that can help facilitate the faster restoration of service actions when problems are detected
* Demonstrate ability to detect and recommend resource congestion-related issues before application performance is impacted
* Demonstrate cost optimization visualization and benefits while assuring application performance.
* Demonstrate ability to go beyond identification and have the Software take corrective actions to assure application performance.

Estimated Project Start Date: 5/16/2022

Estimated Project End Date: 6/3/2022

**Project Deliverables and Completion Criteria**

This activity will be complete when IBM has presented a demonstration of the solution to the Client executive sponsor. No code will be delivered to the Client under this Agreement.

Upon successful completion of criteria and election from the Client, the parties agree to enter into discussions regarding a billable Pilot project to include services and software licenses defined and agreed to in a Statement of Work.

**C****ontent and Results**

The client agrees thatIBM may use the results arising from the Project that does not identify the Client and do not contain the Intellectual Property Rights or Confidential Information of the Client. The client shall only provide Content that the Client has a right to provide and that can be used for the purposes contemplated in this Agreement. The client will not send or provide IBM access to any personally identifiable information, whether in Content or any other form, and will be responsible for reasonable costs and other amounts that IBM may incur relating to any such information mistakenly provided to IBM or the loss or disclosure of such information by IBM, including those arising out of any third-party claims up to a cap of $500,000.

**Termination of Project**

Either party may determine that further participation in the Project is unwarranted. Either party may terminate this POCTD without cause or liability to the other.

Independent Parties

Each party is an independent contractor, not the other’s agent, joint venture, partner, or fiduciary, and does not undertake to perform any of the other’s regulatory obligations or assume any responsibility for the other’s business or operations. Each party is responsible for determining the assignment of its personnel and contractors and for their direction, control, and compensation. Neither party will assume nor create any obligations on behalf of the other or make any representations or warranties about the other other than those authorized.

Notices; Complete Agreement

All notices under this Agreement must be in writing and sent to the recipient’s address on the signature page unless a party designates in writing a different address—the parties consent to electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of this Agreement made by reliable means is considered an original. This Agreement supersedes any course of dealing, discussions, or representations between the parties.

General

Both parties agree that the Project may not be successfully completed, and the results achieved may not be as anticipated at the outset of the Project. Any changes to either party’s operations in expectation of a successfully completed Project must be based solely on that party’s business judgment. Neither party must provide follow-on services, support, or maintenance related to the Project unless explicitly specified in the Agreement.

**Effective Date**: Last date of signature below

By signing below, the parties agree to the terms of this Agreement.

|  |  |
| --- | --- |
| Agreed to:  Nextera | Agreed to:  International Business Machines Corporation |
| By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized signature | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized signature |
| Name (type or print): | Name (type or print): |
| Title:  Date:  Email:  Mailing address: | Title:  Date:  Email:  Mailing address: |

**APPENDIX A - Data Requirements**

Following are the implementation and data requirements for this proof of value:

* **Instana will be deployed in a SaaS instance with following requirements:**
  + **Instana agent installed on the application related VM instances (dev/test environment)**
    - **The agent to send data outbound to Instana**
    - **Will require NextEra DevOps assistance to install the agents**
  + **NextEra will be required to generate load and errors on the app for Instana to process**
    - **Will require NextEra DevOps help**
* **Turbonomic will be deployed in a SaaS instance with following requirements:**
  + **Will need REST API integration to Instana instance (i.e., application view of the world)**
  + **Will need REST API integration to AWS account for VM, volume, billing data**
    - **Will require NextEra DevOps help to configure IAM credentials**
  + **Review right-sizing recommendations from Turbonomic** 
    - **Switch on automated action (under NextEra control) to experience the benefits.**

POC Environment

* Instana SaaS instance
* Turbonomic SaaS instance