



# IBM Terms of Use – SaaS Specific Offering Terms

## IBM Plant Performance Analytics for Automotive

The Terms of Use (“ToU”) is composed of this IBM Terms of Use - SaaS Specific Offering Terms (“SaaS Specific Offering Terms”) and a document entitled IBM Terms of Use - General Terms (“General Terms”) available at the following URL: [www.ibm.com/software/sla/sladb.nsf/sla/tou-gen-terms/](http://www.ibm.com/software/sla/sladb.nsf/sla/tou-gen-terms/).

In the event of a conflict, the SaaS Specific Offering Terms prevail over the General Terms. By ordering, accessing or using the IBM SaaS, Client agrees to the ToU.

The ToU is governed by the IBM International Passport Advantage Agreement, the IBM International Passport Advantage Express Agreement, or the IBM International Agreement for Selected IBM SaaS Offerings, as applicable (“Agreement”) and together with the ToU make the complete agreement.

### 1. IBM SaaS

The following IBM SaaS offerings are covered by these SaaS Specific Offering Terms:

- IBM Plant Performance Analytics for Automotive
- IBM IoT for Manufacturing Storage

### 2. Charge Metrics

The IBM SaaS is sold under one of the following charge metric(s) as specified in the Transaction Document:

- a. Asset is a unit of measure by which the IBM SaaS can be obtained. An Asset is any tangible resource or item of value to be managed, including production equipment, facilities, transportation, IT hardware and software. Any resource or item with a unique identifier in the IBM SaaS is separate Asset. Sufficient entitlements must be obtained to cover the Assets accessed or managed by the IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- b. Terabyte is a unit of measure by which the IBM SaaS can be obtained. A Terabyte is 2 to the 40th power bytes. Sufficient entitlements must be obtained to cover the total number of Terabytes processed by the IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.

### 3. Charges and Billing

The amount payable for the IBM SaaS is specified in a Transaction Document.

#### 3.1 Partial Month Charges

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

#### 3.2 Overage Charges

If Client's actual usage of the IBM SaaS during the measurement period exceeds the entitlement stated on the PoE, then Client will be invoiced for the overage, as set forth in the Transaction Document.

### 4. Term and Renewal Options

The term of the IBM SaaS begins on the date IBM notifies Client of their access to the IBM SaaS, as documented in the PoE. The PoE will specify whether the IBM SaaS renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the IBM SaaS will automatically renew for the term specified in the PoE.

For continuous use, the IBM SaaS will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The IBM SaaS will remain available to the end of the calendar month after such 90 day period.

### 5. Technical Support

During the subscription period, technical support is provided for the duration of this IBM SaaS as set forth in the SaaS Support handbook at <http://www.ibm.com/software/support/handbook.html> or a subsequent

URL provided by IBM. Technical support is included with the IBM SaaS and is not available as a separate offering.

## **6. Service Level Objectives**

The service level objectives for this IBM SaaS are:

- 99.5% availability outside of regularly scheduled maintenance windows
- Maximum 5 second response time indicating web page activity is occurring

Service level objectives are a goal and do not constitute a warranty to Client. There is no refund, credit, or other remedy available to Client in the event IBM does not meet the service level objectives.

## **7. IBM SaaS Offering Additional Terms**

### **7.1 General**

Client agrees IBM may publicly refer to Client as a subscriber to the IBM SaaS in a publicity or marketing communication.

### **7.2 Cookies**

Client is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Client (your employees and contractors) related to the use of the IBM SaaS, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our IBM SaaS for the purpose of improving user experience and/or tailoring interactions with Client. Client confirms that it will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client's employees and contractors to access, update, correct or delete their collected personal information.

### **7.3 Derived Benefit Locations**

Where applicable, taxes are based upon the location(s) Client identifies as receiving benefit of the IBM SaaS. IBM will apply taxes based upon the business address listed when ordering an IBM SaaS as the primary benefit location unless Client provides additional information to IBM. Client is responsible for keeping such information current and providing any changes to IBM.

### **7.4 Prohibited Uses**

"No High Risk Use:" Client may not use the IBM SaaS in any application or situation where the IBM SaaS failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of IBM SaaS for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These noncontrolling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

### **7.5 Use Limitations**

Definitions:

- a. "IBM SaaS Artifacts" means the materials that are listed in the IBM SaaS Artifacts list in the IBM SaaS User guide. IBM SaaS Artifacts are a variety of predefined and preconfigured materials which include, but are not limited to: predictive models; business rules; message flows; business intelligence models, reports, active reports and dashboards; master data management model structure; and the data schema.
- b. An "Asset" is any tangible resource or item of value to be managed, including production equipment, facilities, transportation, IT hardware and software.

Client may use the IBM SaaS to modify the IBM SaaS Artifacts or to create new IBM SaaS Artifacts (collectively "Customized IBM SaaS Artifacts").

IBM SaaS Artifacts and Customized IBM SaaS Artifacts may not be used independently of this IBM SaaS.

Client has no obligation of support for Customized IBM SaaS Artifacts. Any IBM SaaS warranties are not applicable to the Customized IBM SaaS Artifacts.

The IBM SaaS may only be used with IBM Plant Performance Analytics for Automotive Data. IBM Plant Performance Analytics for Automotive Data is data directly attributable to Client's Assets or data that is used to analyze an Asset including contextual data.

## Appendix A

### 1. **IBM Plant Performance Analytics for Automotive**

Plant Performance Analytics for Automotive performs advanced analytics on plant data and brings out predictive insights on issues that impact plant operational effectiveness including unplanned down times and quality issues. These insights help the plant manager and staff take timely actions that maximizes and maintains plant operational effectiveness. Plant Performance Analytics for Automotive also recommends the actions to be taken by the plant staff along with timelines that help mitigate potential risks to plant operational effectiveness.

Plant Performance Analytics for Automotive has ready-to-use Automotive Industry Models for predicting performance of body weld stations. The solution considers each weld station consisting of weld robots, material handling robots, clamps and weld attachment as an unit asset. This enables a quick start and immediate value recognition without waiting for a long implementation cycle.

### 2. **IBM IoT for Manufacturing Storage**

This IBM SaaS engages advanced in-memory technologies support analytics activities. One Storage part must be purchased with the IBM SaaS, providing 1TB of storage. Additional storage can be purchased in 1TB increments.