



## IBM Terms of Use – SaaS Specific Offering Terms

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### IBM Cognos Territory and Quota Management

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/slabd.nsf/sla/tou-gen-terms/](http://www.ibm.com/software/sla/slabd.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, Customer 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 Cognos Territory and Quota Management for Active Payees
- IBM Cognos Territory and Quota Management for Inactive Payees
- IBM Cognos Territory and Quota Management
- IBM Cognos Territory and Quota Management Data Volume
- IBM Cognos Territory Management
- IBM Cognos Quota Management
- IBM Cognos Territory and Quota Management Single Tenant Premium
- IBM Cognos Territory and Quota Management Additional Production Instance
- IBM Cognos Territory and Quota Management Additional Non-Production Instance
- IBM Cognos Territory and Quota Management Data History Premium

#### 2. Charge Metrics

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

- a. Access is a unit of measure by which the IBM SaaS may be obtained. An Access is the rights to use the IBM SaaS. Customer must obtain a single Access entitlement in order to use the IBM SaaS during the measurement period specified in Customer's Proof of Entitlement (PoE) or Transaction Document.
- b. Authorized User is a unit of measure by which the IBM SaaS can be obtained. Customer must obtain separate, dedicated entitlements for each unique Authorized User given access to the IBM SaaS in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the IBM SaaS during the measurement period specified in Customer's Proof of Entitlement (PoE) or Transaction Document.
- c. Eligible Participant is a unit of measure by which the IBM SaaS can be obtained. Each individual or entity eligible to participate in any service delivery program managed or tracked by the IBM SaaS is an Eligible Participant. Sufficient entitlements must be obtained to cover all Eligible Participants managed or tracked by the IBM SaaS during the measurement period specified in Customer's Proof of Entitlement (PoE) or Transaction Document.
- d. Instance is a unit of measure by which the IBM SaaS can be obtained. An Instance is access to a specific configuration of the IBM SaaS. Sufficient entitlements must be obtained for each Instance of the IBM SaaS made available to access and use during the measurement period specified in Customer's Proof of Entitlement (PoE) or Transaction Document.
- e. Million Record Lines is a unit of measure by which the IBM SaaS can be obtained. A Record is the data that represent any physical or electronic document managed by the IBM SaaS, including but not limited to call detail records, invoices, plans, purchase orders, quotes, receipts, returns, sales

orders, schedules, and shipments. Record Lines are the line items within the Record processed using the IBM SaaS. Sufficient Million Record Line entitlements must be obtained to cover the total number of Record Lines processed by the IBM SaaS during the measurement period specified in Customer's Proof of Entitlement (PoE) or Transaction

- f. Legacy Payee and Legacy Contract are units of measure by which the IBM SaaS can be entitled. Legacy charge metric types are no longer actively marketed by IBM. IBM may, however, at its sole and exclusive discretion, agree to increase Customer's existing entitlements to use certain versions of IBM SaaS ("Legacy SaaS") under a Legacy entitlement type. IBM SaaS offerings acquired under a Legacy charge metric type are indicated by the notation "Legacy", in the IBM SaaS name on a PoE. Customer's use of all Legacy SaaS is subject to the charge metric terms specified in the agreement pursuant to which Customer originally acquired the ability to use the Legacy SaaS ("Legacy Agreement"). Under no circumstances will the terms of the Legacy Agreement be interpreted to expand Customer's right to use the Legacy SaaS beyond the amount specified in a PoE nor shall the terms other than the specified Legacy SaaS charge metric terms be deemed as governing the use of the IBM SaaS offering.

### **3. Charges & Billing**

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

#### **3.1 Partial Month Charges**

The partial month charge is a pro-rated daily rate that will be charged to Customer. The partial month charges are calculated based on the remaining days of the partial month starting on the date Customer is notified by IBM that their access to the IBM SaaS is available.

#### **3.2 Overage Charges**

If the Customer's actual usage during the billing cycle exceeds the Customer's entitlement, then Customer will be invoiced monthly for the overage at the rate specified in the Transaction Document.

### **4. IBM SaaS Subscription Renewal Options**

Customer's PoE will set forth whether the IBM SaaS will renew at the end of the Subscription Period, by designating one of the following:

#### **4.1 Automatic Renewal**

If Customer's PoE states that Customer's renewal is automatic, Customer may terminate the expiring IBM SaaS Subscription Period by written request, at least ninety (90) days prior to the expiration date as set forth in the PoE. If IBM or its IBM Business Partner does not receive such termination notice by the expiration date, the expiring Subscription Period will be automatically renewed for either one year or the same duration as the original Subscription Period as set forth in the PoE.

#### **4.2 Continuous Billing**

When the PoE notes that Customer's renewal is continuous, Customer will continue to have access to the IBM SaaS and will be billed for the usage of the IBM SaaS on a continuous basis. To discontinue use of the IBM SaaS and stop the continuous billing process, Customer will need to provide IBM or its IBM Business Partner with ninety (90) days written notice requesting that Customer's IBM SaaS be cancelled. Upon cancellation of Customer's access, Customer will be billed for any outstanding access charges through the month in which the cancellation took effect.

#### **4.3 Renewal Required**

When the PoE notes that Customer's renewal type is "terminate", the IBM SaaS will terminate at the end of the Subscription Period and Customer's access to the IBM SaaS will be removed. To continue to use the IBM SaaS beyond the end date, Customer will need to place an order with Customer's IBM sales representative or IBM Business Partner to purchase a new Subscription Period

### **5. Technical Support**

During the Subscription Period, technical support is provided for the IBM SaaS as set forth at <http://www-01.ibm.com/software/analytics/varicent/customercenter/saas.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. IBM SaaS Offering Additional Terms**

### **6.1 Base Offering**

Each IBM SaaS includes one production instance, one non-production instance, and up to three years of data history.

### **6.2 Users Outside Customer's Enterprise**

For the purposes of the IBM SaaS, Customer may provide access to users outside of Customer's Enterprise. Such users shall be deemed to be IBM SaaS Users and be entitled appropriately. Customer remains responsible for ensuring the compliance of these terms by the IBM SaaS Users.

### **6.3 User Roles**

An Active Payee is an Eligible Participant currently engaged, directly or indirectly, with the Customer and is managed or tracked by the IBM SaaS for the purposes of calculating and/or receiving outputs from the modules processes, including but not limited to credits and transactions.

An Inactive Payee is an Eligible Participant not currently engaged, directly or indirectly, with the Customer however which continues to be managed or tracked by IBM SaaS.

### **6.4 Non-Production Limitation**

If the IBM SaaS is designated as "Non-Production", the IBM SaaS can only be used as part of the Customer's non-production activities, including but not limited to testing, performance tuning, fault diagnosis, benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the IBM SaaS using published application programming interfaces.

### **6.5 Data History Premium**

If the Customer is entitled to the Data History Premium, the IBM SaaS includes up to seven years of data history.

### **6.6 Compliance Management Programs**

IBM SaaS can be used to help Customer meet compliance obligations, which may be based on laws, regulations, standards or practices. Any directions, suggested usage, or guidance provided by IBM SaaS does not constitute legal, accounting, or other professional advice, and Customer is cautioned to obtain its own legal or other expert counsel. Customer is solely responsible for ensuring that Customer and Customer's activities, applications and systems comply with all applicable laws, regulations, standards and practices. Use of IBM SaaS does not guarantee compliance with any law, regulation, standard or practice.

### **6.7 Third Party Site and Services**

If Customer or an IBM SaaS User transmits Content to a third party website or other service that is linked to or made accessible by the IBM SaaS, Customer and the IBM User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Customer and the third party website or service. IBM makes no warranties or representations about such third party sites or services, and shall have no liability for such third party sites or services.

### **6.8 Derived Benefit Locations**

Where applicable, taxes are based upon the location(s) Customer 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 Customer provides additional information to IBM. Customer is responsible for keeping such information current and providing any changes to IBM.



### Appendix A

IBM Cognos Territory and Quota Management ("IBM SaaS") automates the process of determining which payees and / or territories will receive credits for sales transactions by evaluating crediting and territory rules. It also contains functions to manage the distribution and input of sales based quotas. IBM SaaS is an entirely web-based solution, access being provided for any user via a web browser for all functions such as the set-up of crediting rules, organizational hierarchies and report generation and quota management processes.

# Service Level Agreement

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This Service Level Agreement (SLA) is for the following IBM SaaS:

- IBM Cognos Territory and Quota Management for Active Payees
- IBM Cognos Territory and Quota Management for Inactive Payees
- IBM Cognos Territory and Quota Management
- IBM Cognos Territory and Quota Management Data Volume
- IBM Cognos Territory Management
- IBM Cognos Quota Management
- IBM Cognos Territory and Quota Management Single Tenant Premium
- IBM Cognos Territory and Quota Management Additional Production Instance
- IBM Cognos Territory and Quota Management Additional Non-Production Instance
- IBM Cognos Territory and Quota Management Data History Premium

IBM provides this SLA to its Customers subject to the following terms. The version of this SLA that is current at the commencement or renewal of the term of your subscription will apply. You understand that this SLA does not constitute a warranty to you.

## 1. Definitions

- a. "Authorized Contact" means the individual you have specified to IBM who is authorized to submit Claims under this SLA.
- b. "Availability Credit" means the remedy IBM will provide for a validated Claim. The Availability Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the Service.
- c. "Claim" means a claim submitted by your Authorized Contact to IBM pursuant to this SLA that a Service Level has not been met during a Contracted Month.
- d. "Contracted Month" means each full month during the term of the Service measured from 12:00 a.m. Eastern US Time on the first day of the month through 11:59 p.m. Eastern US Time on the last day of the month.
- e. "Customer" means an entity subscribing for the Service directly from IBM which is not in default of any material obligations, including payment obligations, under its contract with IBM for the Service.
- f. "Downtime" means a period of time during which production system processing for the Service has stopped and all of your users are unable to use all aspects of the Service for which they have appropriate permissions. By way of clarification, there is no "Downtime" if any user can use any aspect of the Service for which they have appropriate permissions. Downtime does not include the period of time when the Service is not available as a result of:
  - Planned System Downtime.
  - Force Majeure.
  - Problems with Customer or third party applications, equipment or data.
  - Customer or third party acts or omissions (including anyone gaining access to the Service by means of your passwords or equipment).
  - Failure to adhere to required system configurations and supported platforms for accessing the Service.
  - IBM's compliance with any designs, specifications, or instructions provided by Customer or a third party on Customer's behalf
- g. "Event" means a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level.

- h. "Force Majeure" means acts of God, terrorism, labor action, fire, flood, earthquake, riot, war, governmental acts, orders or restrictions, viruses, denial of service attacks and other malicious conduct, utility and network connectivity failures, or any other cause of Service unavailability that was outside IBM's reasonable control.
- i. "Planned System Downtime" means a scheduled outage of the Service for the purpose of service maintenance.
- j. "Service" means the IBM SaaS offerings to which this SLA applies, named on the first page of this SLA. This SLA applies to each Service individually and not in combination.
- k. "Service Level" means the standard set forth below by which IBM measures the level of service it provides in this SLA.

## 2. Availability Credits

In order to be eligible to submit a Claim you must have logged a support ticket for each Event with the IBM customer support help desk for the applicable Service, in accordance with IBM procedure for reporting Severity 1 support issues. You must provide all necessary detailed information about the Event, including the time you were first impacted by the Event, and reasonably assist IBM with the diagnosis and resolution of the Event to the extent required for Severity 1 support tickets. Such ticket must be logged within twenty-four (24) hours of your first becoming aware that the Event has impacted your use of the Service.

Your Authorized Contact must submit your Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month which is the subject of the Claim.

Your Authorized Contact must provide to IBM all reasonable details regarding the Claim, including but not limited to, detailed descriptions of all relevant Events and the Service Level claimed not to have been met.

IBM will measure internally total combined Downtime during each Contracted Month. Availability Credits will be based on the duration of the Downtime measured from the time you report that you were first impacted by the Downtime. For each valid Claim, IBM will apply the highest applicable Availability Credit corresponding to the total combined availability during each Contracted Month, based on the table below. IBM will not be liable for multiple Availability Credits for the same Event in the same Contracted Month.

For Bundled Services (individual Services packaged and sold together for a single combined price), the Availability Credit will be calculated based on the single combined monthly price for the Bundled Service, and not the monthly subscription fee for each individual Service. You may only submit Claims relating to one individual Service in a bundle in any Contracted Month, and IBM will not be liable for Availability Credits with respect to more than one Service in a bundle in any Contracted Month.

For Services purchased as part of an Enterprise Software and Services Option (ESSO), Software and Services Special Option (SSSO), or Open Infrastructure Offering (OIO) relationship, the Availability Credit will be calculated based on the then-current published Relationship Suggested Volume Price (RSVP) for the Service in effect for the Contracted Month which is the subject of the Claim. You will be eligible for one third (1/3) of the Availability Credit.

The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed 10 percent (10%) of one twelfth (1/12th) of the annual charge paid by you to IBM for the Service.

IBM will use its reasonable judgment to validate Claims based on information available in IBM's records, which will prevail in the event of a conflict with data in your records.

**THE AVAILABILITY CREDITS PROVIDED TO YOU IN ACCORDANCE WITH THIS SLA ARE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM.**

## 3. Service Levels – Availability of Service during a Contracted Month

Availability Percentage	Availability Credit (% of Monthly Subscription Fee for Contracted Month which is the subject of a Claim)
99% - 99.75%	2%
95% - 98.99%	5%

Less than 95.0%	10%
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“Availability Percentage” is calculated as: (a) the total number of minutes in a Contracted Month, minus (b) the total number of minutes of Downtime in a Contracted Month, divided by (c) the total number of minutes in a Contracted Month, with the resulting fraction expressed as a percentage.

Example: 476 minutes total Downtime during Contracted Month

43,200 total minutes in a 30 day Contracted Month -- 476 minutes Downtime = 42,724 minutes <hr/> 43,200 total minutes in a 30 day Contracted Month	= 5% Availability Credit for 98.9% Availability during the Contracted Month
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#### 4. Exclusions

This SLA is made available only to IBM Customers. This SLA does not apply to the following:

- Beta and trial Services.
- Non-production environments, including but not limited to test, disaster recovery, Q&A, or development.
- Claims made by an IBM Customer’s users, guests, participants of the Service.

If you have breached any material obligations under the Terms of Use, Acceptable Use Policy or your contract for the Service, including without limitation, breach of any payment obligations.