



IBM Terms of Use – SaaS Specific Offering Terms

IBM Business Process Manager on Cloud

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/.

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 Business Process Manager on Cloud Authorized User
- IBM Business Process Manager on Cloud Concurrent User
- IBM Business Process Manager on Cloud Additional Author
- IBM Business Process Manager on Cloud Test Environment
- IBM Business Process Manager on Cloud Process Runtime Environment
- IBM Business Process Manager on Cloud Additional Memory
- IBM Business Process Manager on Cloud Additional Storage
- IBM Business Process Manager on Cloud On Demand Consulting Professional
- IBM Business Process Manager on Cloud On Demand Consulting Enterprise
- IBM Business Process Manager on Cloud On Demand Consulting Add Developer
- IBM Business Process Manager on Cloud On Demand Consulting Migration Services

2. Charge Metrics

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

- a. Authorized User is a unit of measure by which the IBM SaaS can be obtained. Client 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 Client's Proof of Entitlement (PoE) or Transaction Document.
- b. Concurrent User is a unit of measure by which the IBM SaaS can be obtained. A Concurrent User is a person who is accessing the IBM SaaS at any particular point in time. Regardless of whether the person is simultaneously accessing the IBM SaaS multiple times, the person counts only as a single Concurrent User. Client must obtain entitlements for the maximum number of Concurrent Users simultaneously accessing the IBM SaaS in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means during the measurement period specified in Client's PoE or Transaction Document.
- c. Gigabyte is a unit of measure by which the IBM SaaS can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the IBM SaaS during the measurement period specified in Client's 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 Client's PoE or Transaction Document.

- e. Engagement is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the IBM SaaS. Sufficient entitlements must be obtained to cover each Engagement

3. Charges and Billing

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

3.1 Set-Up

Set-up charges will be specified in a Transaction Document. A one-time set-up fee will apply to the following:

- Each IBM SaaS instance ordered, at the rate and billing term specified in the Transaction Document.
- Each additional Test Environment ordered, at the rate and billing term specified in the Transaction Document.
- Each additional Process Runtime Environment ordered, at the rate and billing term specified in the Transaction Document.

3.2 Partial Month Charges

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

3.3 Overage Charges

If Client's actual usage of the IBM SaaS during the measurement period exceeds the entitlement specified 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 and after IBM notifies Client that access to the IBM SaaS is available, technical support for the IBM SaaS is provided via email and an online problem reporting system. Any enhancements, updates, and other materials provided by IBM as part of any such technical support are considered to be part of the IBM SaaS and are governed by this ToU. Technical support is included with the IBM SaaS and is not available as a separate offering.

More information about hours of availability, email addresses, online problem reporting systems, and other technical support communication vehicles and processes are described in the documentation for the IBM SaaS and the IBM Software Support Handbook.

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
1	Critical business impact/service down: Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.	Within 2 hour	24x7
2	Significant business impact: A service business feature or function of the service is severely restricted in its use or Client is in jeopardy of missing business deadlines.	Within 2 business hours	M-F business hours

3	Minor business impact: Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 4 business hours	M-F business hours
4	Minimal business impact: An inquiry or non-technical request.	Within 1 business day	M-F business hours

6. IBM SaaS Offering Additional Terms

6.1 Links to Third Party Websites or Other Services

If Client 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, Client and the IBM SaaS User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Client 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.

6.2 Benchmarking

Client may disclose the results of any benchmark test of the IBM SaaS or its subcomponents to any third party provided that Client (A) publicly discloses the complete methodology used in the benchmark test (for example, hardware and software setup, installation procedure and configuration files), (B) performs Client's benchmark testing running the IBM SaaS in its Specified Operating Environment using the latest applicable updates, patches and fixes available for the IBM SaaS from IBM or third parties that provide IBM products ("Third Parties"), and (C) follows any and all performance tuning and "best practices" guidance available in the IBM SaaS's documentation and on IBM's support web sites for the IBM SaaS. If Client publishes the results of any benchmark tests for the IBM SaaS, then notwithstanding anything to the contrary in any agreement between Client and IBM or Third Parties, IBM and Third Parties will have the right to publish the results of benchmark tests with respect to Client's products provided IBM or Third Parties complies with the requirements of (A), (B) and (C) above in its testing of Client's products.

6.3 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 (Client's 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.

6.4 Accelerators and Sample Materials

The IBM SaaS may include some components in source code form ("Source Components") and other materials identified as Sample Materials. Client may copy and modify Source Components and Sample Materials for internal use only, provided however that Client may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. IBM provides the Source Components and Sample Materials without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.5 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.

Appendix A

1. IBM SaaS Overview and Capabilities

The IBM SaaS provides a business process management platform for visibility and management of business processes. The IBM SaaS includes process design, execution, monitoring, and optimization capabilities.

Client must purchase a quantity of Authorized or Concurrent Users to get access to the following IBM SaaS capabilities:

1.1 Operating Environment

A single instance of the IBM SaaS includes a dedicated development, test, and process runtime environment with the following characteristics:

- Development environment – a virtual Process Center Advanced environment with at least one cluster member. Capacity for the development environment is based on the default quantity of authors plus any additional authors purchased for the IBM SaaS instance.
- Test environment – a virtual Process Server Advanced environment with one cluster member. Capacity for the test environment is based on the number of Authorized or Concurrent users purchased for the IBM SaaS instance.

Process runtime environment - a highly available virtual Process Server Advanced environment with at least two cluster members and a highly available database cluster. This provides a production ready environment. Capacity for the process runtime environment is based on the number of Authorized or Concurrent users purchased for the IBM SaaS instance.

1.2 Enabling Software

Enabling Software included with the IBM SaaS is:

- IBM Process Designer
- IBM Integration Designer

1.3 Designer Tool Access

Client may access and download the Enabling Software IBM Process Designer and/or IBM Integration Designer to develop process applications. The Enabling Software runs on a Client desktop system and remotely connects to the IBM SaaS.

1.4 Designer Tool User Restriction

The IBM SaaS allows up to five (5) IBM SaaS users to access and use the IBM Process Designer and/or IBM Integration Designer Enabling Software.

1.5 Virtual Private Network (VPN)

The IBM SaaS includes an optional single software based VPN connection for secure and encrypted communication from the IBM SaaS to systems external to the IBM SaaS, including systems in the Client's network. Information about the VPN will be provided upon written request. This request should be sent to SupportBPMonCloud@us.ibm.com.

1.6 Account Administrator

The IBM SaaS provides Client with an Account Administrator user login and password to access the operating environment. The Account Administrator will have the ability to manage an IBM SaaS User's access to the operating environment, and assign and delete IBM SaaS User roles. The Account Administrator may assign additional IBM SaaS users to have administrator privileges.

1.7 IBM SaaS Home Page

The IBM SaaS home page allows IBM SaaS users to access the IBM SaaS operating environment capabilities that are defined for their role.

1.8 User Management Page

A user management page enables Account Administrators to create and delete new users and assign roles. IBM SaaS users access the user management page to manage their personal user information. IBM SaaS users may be assigned to one or more roles that will enable access to specific role-defined IBM SaaS capabilities.

1.9 Email Notifications

The IBM SaaS includes a notification function that notifies IBM SaaS users about their IBM SaaS access, role assignments, and password changes. The notification function also notifies administrators of IBM SaaS status and scheduled changes.

1.10 Daily Automatic Online Backup

The IBM SaaS will execute a daily backup that is used for automated recovery of the IBM SaaS, as needed. The backup is encrypted and stored in a different data center location in the same global region.

1.11 Automated Monitoring and Recovery

The IBM SaaS will monitor the availability of the service and execute a recovery if it becomes unresponsive or unreachable.

2. IBM SaaS Optional Features

2.1 Additional Author

The IBM SaaS provides a purchase option for additional IBM SaaS users to access and use the IBM Process Designer and/or IBM Integration Designer Enabling Software.

2.2 IBM Business Process Manager on Cloud Test Environment

The IBM SaaS provides a purchase option for additional test environments for non-production use. Each test environment provides a separate virtual process server environment. Capacity for this environment is based on the number of Test Environment Users purchased.

2.3 IBM Business Process Manager on Cloud Process Runtime Environment

The IBM SaaS provides a purchase option for additional process runtime environments for production or non-production use. Capacity for this environment is based on the number of Process Runtime Users purchased.

2.4 Additional Storage

The IBM SaaS provides a purchase option for additional storage for the BPM internal database and embedded document store. The quantity of storage (GB increments vary based on virtual system) can be applied to a single environment or split across multiple environments within the IBM SaaS instance.

2.5 Additional Memory

The IBM SaaS provides a purchase option for additional memory for cases when the memory requirements of the process solution go beyond the computing capacity provided for the quantity of users purchased. The quantity of memory (16GB increments) can be applied to a single environment or split across multiple environments within the IBM SaaS instance.

2.6 IBM Business Process Manager on Cloud On Demand Consulting Professional

The On Demand Consulting (ODC) Professional service includes remote access via online ODC portal for up to five (5) developers (Subscriber Contacts). Subscriber Contacts have 24/7 access to knowledge library articles, solution accelerators and assets, and unlimited access to submit requests in a question-and-answer dialog with ODC client enablement leader and subject matter experts. Subscriber Contacts may request assistance with any aspect of BPM on Cloud including platform architecture, solution implementation, and delivery methodology.

2.7 IBM Business Process Manager on Cloud On Demand Consulting Enterprise

The On Demand Consulting (ODC) Enterprise service includes remote access via online ODC portal for up to ten (10) developers (Subscriber Contacts). Subscriber Contacts have 24/7 access to knowledge library articles, solution accelerators and assets, and unlimited access to submit requests in a question-and-answer dialog with ODC client enablement leader and subject matter experts during the subscription period. Subscriber Contacts may request assistance with any aspect of BPM on Cloud including platform architecture, solution implementation, and delivery methodology. Subscriber Contact may engage IBM

On Demand Consulting for assistance with mutually agreed upon work product deliverables with finite start- and end-points up to 24 hours per month of subscription. Work product deliverables may include assistance with specific pattern examples or production ready solution code. Subscriber Contact may also participate in weekly status calls with an IBM ODC client enablement leader. For assistance on work product deliverables which will take longer than 24 hours per month of subscription, IBM may agree to provide such assistance in a separate written agreement with Client.

2.8 IBM Business Process Manager on Cloud On Demand Consulting Additional Developer

The IBM SaaS provides a purchase option for additional developer access to the ODC Professional or Enterprise developer quantity included with those offerings.

2.9 IBM Business Process Manager on Cloud On Demand Consulting Migration Services

The Migration Services can assist in the migration of a BPM application from an on-premise BPM environment to BPM on Cloud. Migration assessment include activities such as, analysis of existing systems hardware and software configuration, analysis of the existing BPM application including version compatibility, and assessment of migration options most beneficial. Migration planning and delivery include activities such as, helping build the migration plan and help in delivery of the migration leveraging artifact migration and App-by-App migration tooling. This subscription includes up to 30 hours of migration activity and unlimited Q&A support per month of subscription. Work will be performed remotely for this subscription (using tools such as screen sharing). For assistance on work product deliverables which will take longer than 30 hours per month of subscription or require non-remote work, IBM may agree to provide such assistance in a separate written agreement with Client.



Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

1. Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware of an event that has impacted the IBM SaaS availability. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the IBM SaaS based on the duration of time during which production system processing for the IBM SaaS is not available (“Downtime”). Downtime is measured from the time Client reports the event until the time the IBM SaaS is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM’s control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the IBM SaaS during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed one twelfth (1/12th) of the annual charge for the IBM SaaS.

2. Service Levels

Availability of the IBM SaaS during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
<99.93%	5%
<99.50%	10%
<99.00%	50%
<95.00%	75%
<90.00%	100%

* If the IBM SaaS was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the IBM SaaS in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

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 a contracted month divided by the total number of minutes in the contracted month.

Example: 60 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month – 60 minutes Downtime = 43,140 minutes	= 5% Availability credit for 99.86% availability during the contracted month
<hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	