



IBM Terms of Use – SaaS Specific Offering Terms

IBM Performance 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/sladb.nsf/sla/tou-gen-terms/.

In the event of a conflict, the SaaS Specific Offering Terms will 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 Monitoring (SaaS)
- IBM Application Diagnostics (SaaS)
- IBM Application Performance Management (SaaS)
- IBM Monitoring (SaaS) Step up for existing IBM Tivoli Monitoring Customers
- IBM Monitoring (SaaS) Step up for existing IBM Tivoli Monitoring for Virtual Environments Customers
- IBM Monitoring (SaaS) Step up for existing IBM SmartCloud Monitoring Customers
- IBM Monitoring (SaaS) Step up for existing IBM Tivoli Composite Application Manager for Microsoft Applications Customers
- IBM Monitoring (SaaS) Step up for existing IBM SmartCloud Application Performance Management Entry Customers
- IBM Application Diagnostics (SaaS) Step up for existing IBM Tivoli Composite Application Manager for Application Diagnostics Customers
- IBM Application Diagnostics (SaaS) Step up for existing IBM Application Performance Diagnostics Customers
- IBM Application Performance Management (SaaS) Step up for existing IBM Tivoli Composite Application Manager for Applications 3 Agent Pack Customers
- IBM Application Performance Management (SaaS) Step up for existing IBM Tivoli Composite Application Manager for Applications Full Agent Pack Customers
- IBM Application Performance Management (SaaS) Step up for existing IBM Tivoli Composite Application Manager for Transactions Customers
- IBM Application Performance Management (SaaS) Step up for existing IBM SmartCloud® Application Performance Management Customers

2. Charge Metrics

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

- a. Average Managed Virtual Server is a unit of measure by which the IBM SaaS can be obtained. A server is a physical computer that is comprised of processing units, memory, and input/output capabilities and that executes requested procedures, commands, or applications for one or more users or client devices. Where racks, blade enclosures, or other similar equipment is being employed, each separable physical device (for example, a blade or a rack-mounted device) that has the required components is considered itself a separate server. A Virtual Server is either a virtual computer created by partitioning the resources available to a physical server or an unpartitioned physical server. Sufficient Average Managed Virtual Server entitlements must be obtained to cover the average number of Virtual Servers managed by the IBM SaaS during the measurement period specified in Customer'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

The partial month charge is a pro-rated daily rate that will be charged to Customer. The partial mMonth 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 Customer's actual usage of the IBM SaaS exceeds the entitlement specified in a PoE or Transaction Document, then Customer will be invoiced for the overage in accordance with the overage rates specified in the applicable PoE or Transaction Document.

4. Account Creation and Access

When IBM SaaS Users register for an account ("Account"), IBM may provide the IBM SaaS User with an Account identification and password. Customer is responsible for ensuring that each IBM SaaS User manages and keeps their Account information current. At any time Customer may request that any Personal Data provided as part of registering for an Account or use of the IBM SaaS be corrected or removed from Account information and this information will be corrected or removed, but removal may prevent access to the IBM SaaS.

Customer is responsible for ensuring that each IBM SaaS User protects their Account identification and password and controls who may access an IBM SaaS User Account or use any IBM SaaS on Customer's behalf.

5. IBM SaaS Subscription Period 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:

5.1 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 to Customer's IBM sales representative or IBM Business Partner, 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.

5.2 Continuous Billing

When the PoE states 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.

5.3 Customer Renewal Required

When the PoE states 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.

6. Technical Support

Technical support for the IBM SaaS is available during the subscription period.

Email Support & SaaS Support Portal Hours of Operation are as follows:

8:00 a.m. – 8:00 p.m. Eastern Standard Time zone, U.S., Monday – Friday (excluding holidays)

Support Hotline: 1-855-221-1166 in the U.S.

Email: support@ibmserviceengage.com

After Hours & System Down Support:

After Hours & System Down Support is available only for Severity 1 issues on business days, weekends, and holidays.

S e v e r i t y	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 1 hour	24x7
2	Significant business impact: A service business feature or function of the service is severely restricted in its use or you are 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

7. IBM SaaS Offering Additional Terms

7.1 Step up Limitation

For IBM SaaS offerings designated as “Step-up for existing Customers” (“Step-up SaaS”), customer must have previously acquired appropriate license entitlements to the associated IBM program as identified in the name of the Step-up SaaS offering. For example, Customer who purchases IBM Monitoring (SaaS) Step up for existing IBM Tivoli Monitoring Customers must have licensed entitlements to the associated IBM program of IBM Tivoli Monitoring. Customer’s entitlements to the Step-up SaaS cannot exceed Customer’s entitlements to the associated IBM program.

When acquiring Step-up SaaS, Customer may not use the same associated IBM program license entitlements within their on-premise installed environment as well as with the Step-up SaaS entitlements. For example, if Customer has 23 Managed Virtual Server entitlements to the associated IBM program and chooses to purchase 10 Step-up SaaS Average Managed Virtual Server entitlements, Customer can monitor 10 Step-up SaaS Average Managed Virtual Servers from the IBM SaaS environment and 13 Managed Virtual Servers from the software installed on-premise.

The Step-up SaaS does not include Subscription and Support for the associated IBM program. Customer represents they have acquired the applicable (1) license entitlements and (2) Subscription and Support for the associated IBM program(s). During the Subscription Period of the Step-up SaaS, Customer must maintain current Subscription and Support for the IBM program entitlements used in conjunction with the Step-up SaaS entitlements. In the event either Customer’s license to use the associated IBM program(s) or Customer’s Subscription and Support for the associated IBM program(s) is terminated, Customer’s right to use the Step-up SaaS will terminate.

7.2 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

1. IBM Monitoring (SaaS)

The IBM Monitoring (SaaS) provides end-user experience and resource monitoring to alert users to problems with applications and help resolve them quickly and efficiently.

Entry users have the following capabilities:

- IBM Application Performance Management UI (APM UI) allows users to view the health of applications and drill down to see more details such as related events and KPIs for the components associated with that application.
- Automatically discovers and defines application structure, which can be modified or removed.
- Installs and configures agents automatically, with little to no manual intervention required.
- Allows users to identify real end user experience for the application with response time broken down across components.
- Allows users to see key health metrics for all monitored resources.
- Allows users to create and modify thresholds to visually identify issues and receive alerts.

2. IBM Application Diagnostics (SaaS)

The IBM Application Diagnostics (SaaS) provides deep diagnostic information to pinpoint the root cause of application performance issues, so they can be resolved quickly.

Diagnostics users have the following capabilities:

- IBM Application Performance Management UI (APM UI) allows users to view the health of applications and drill down to see more details such as related events and KPIs for the components associated with that application.
- Automatically discovers and defines application structure, which can be modified or removed.
- Installs and configures agents automatically, with little to no manual intervention required.
- Allows users to see key health metrics for their application servers.
- Breaks performance down to the code level and includes key diagnostic information such as context data and stack traces.

3. IBM Application Performance Management (SaaS)

The IBM Application Performance Management (SaaS) provides end-user experience, transactions tracking, and resource monitoring to alert users to problems with applications and help resolve them quickly and efficiently.

Users have the following capabilities:

- IBM Application Performance Management UI (APM UI) allows users to view the health of applications and drill down to see more details such as related events and KPIs for the components associated with that application.
- Automatically discovers and defines application structure, which can be modified or removed.
- Installs and configures agents automatically, with little to no manual intervention required.
- With Transactions Tracking, users can identify application performance bottlenecks across all monitored browsers, web servers, and application servers.
- Allows users to identify real end user experience for the application with response time as seen by supported mobile and desktop browser users, broken down across component.
- Allows users to see key health metrics for all monitored resources.
- Allows users to create and modify thresholds to visually identify issues and receive alerts.

- Supports the automatic generation of service requests to resolve an issue in IBM SmartCloud Control Desk, based on IBM Application Performance Management (SaaS) alerts.
- Supports integration of IBM Application Performance Management (SaaS) events into IBM Tivoli Netcool OMNibus.