



IBM Terms of Use – SaaS Specific Offering Terms

IBM Enterprise Asset Management on Cloud (Maximo)

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 Enterprise Asset Management on Cloud (Maximo)
- IBM Enterprise Asset Management on Cloud (Maximo) Non-Production
- IBM Enterprise Asset Management on Cloud (Maximo) Non-Production Capacity Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Scheduler
- IBM Enterprise Asset Management on Cloud (Maximo) Asset Configuration Manager Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Aviation Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Calibration Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) for Managed Service Provider Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Health, Safety and Environment Manager Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Life Sciences Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Linear Asset Manager Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Nuclear Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Oil and Gas Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Spatial Asset Management Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Transportation Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Utilities Add-On
- IBM Enterprise Asset Management Anywhere on Cloud (Maximo)
- IBM Enterprise Asset Management Anywhere on Cloud (Maximo) Add-On
- IBM Maximo Asset Health Insights on Cloud (Maximo)
- IBM Enterprise Asset Management on Cloud Flex (Maximo)
- IBM Enterprise Asset Management on Cloud Flex Full Access Development Environment (Maximo) Non Production Add-On

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: through 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: through a multiplexing program, device, or application server) through any means during the measurement period specified in Client's PoE or Transaction Document.

- c. 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.
- d. 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 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, at the rate 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

Technical support for the IBM SaaS is provided via email, online forums, and an online reporting system. Technical support is not available as a separate offering.

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 1 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 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 tracking usage and improving user experience and/or tailoring interactions with Client in accordance with the Online IBM Privacy Statement at ibm.com.

6.2 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.

6.3 Non-Production Limitation

If the IBM SaaS is designated as "Non-Production", the IBM SaaS can be used by Client only for internal non-production activities, including testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance activity and/or developing internally-used additions or extensions to the IBM SaaS using published application programming interfaces. Client is not authorized to use any part of the IBM SaaS for any other purpose without acquiring the appropriate production entitlements.

Users of a Non-Production Instance(s) of the IBM SaaS must be entitled to the IBM Enterprise Asset Management on Cloud (Maximo).

IBM Enterprise Asset Management on Cloud (Maximo) Non-Production instances do not include high availability or the same frequency of backup as provided with the production instance. For performance reasons, no more than 30 users can use the non-production Instance simultaneously in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means.

Each IBM Enterprise Asset Management on Cloud (Maximo) Non-Production Capacity Add-On entitlement increases the size of one IBM Enterprise Asset Management on Cloud (Maximo) Non Production instance to allow an additional 30 users to access the instance simultaneously. If Client adds capacity to an IBM Enterprise Asset Management on Cloud (Maximo) Non-Production instance by purchasing the IBM Enterprise Asset Management on Cloud (Maximo) Non-Production Capacity Add-On, that additional capacity cannot be re-assigned to another IBM Enterprise Asset Management on Cloud (Maximo) Non-Production instance at a later date.

With IBM Enterprise Asset Management on Cloud Flex Full Access Development Environment (Maximo) Non Production Add-On, up to 5 users are provided remote access with an enhanced level of control in the environment.

Client must be entitled to the IBM Enterprise Asset Management on Cloud Flex (Maximo) to access a IBM Enterprise Asset Management on Cloud Flex Full Access Development Environment (Maximo) Non Production Add-On instance(s) of the IBM SaaS.

6.4 IBM Enterprise Asset Management on Cloud (Maximo) Products Limitation

- All entitled users of the following products must also have an entitlement of the same user type to IBM Enterprise Asset Management on Cloud (Maximo). IBM Enterprise Asset Management on Cloud (Maximo) Scheduler
- IBM Enterprise Asset Management on Cloud (Maximo) Asset Configuration Manager Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Aviation Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Calibration Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) for Managed Service Provider Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Health, Safety and Environment Manager Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Life Sciences Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Linear Asset Manager Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Nuclear Add-On

- IBM Enterprise Asset Management on Cloud (Maximo) Oil and Gas Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Spatial Asset Management Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Transportation Add-On
- IBM Enterprise Asset Management on Cloud (Maximo) Utilities Add-On
- IBM Enterprise Asset Management Anywhere on Cloud (Maximo) Add-On

With IBM Enterprise Asset Management on Cloud Flex (Maximo) Client must acquire entitlements of an equal number and user type to IBM Enterprise Asset Management on Cloud (Maximo).

Client must acquire entitlements to IBM Enterprise Asset Management on Cloud (Maximo) as a prerequisite to acquiring entitlements to IBM Maximo Asset Health Insights on Cloud.

6.5 Links to Third Party Websites or Other Services

Where applicable, 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, or incorporates any third party content such as applications or databases into an IBM SaaS environment, Client and the IBM SaaS user provide IBM with the consent to enable any such transmission of content and receipt, use, and support of any third party content but any 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. IBM reserves the right to decline support of any third-party or custom application or process for any reason, including, but not limited to: perceived security risks, licensing or performance exposures.

Appendix A

1. IBM SaaS Description

IBM Enterprise Asset Management on Cloud (Maximo) is an enterprise asset management solution that includes or supports the following processes and functions:

- a. Enterprise asset management - track and manage asset and location data throughout the asset lifecycle.
- b. Work management - manage planned and unplanned work activities, from initial request through completion and recording
- c. Contract management - support for purchase, lease, rental, warranty, labor rate, software, master, blanket and user-defined contracts
- d. Inventory management – track and manage details of asset related inventory, including quantity, location, usage, and value
- e. Procurement management - support phases of procurement like direct purchasing and inventory replenishment.
- f. Service management - define service offerings, establish service level agreements (SLAs), monitor service level delivery and implement escalation procedures.

IBM Enterprise Asset Management on Cloud (Maximo) is delivered with basic content covering reports, templates, user roles, and security groups, enables support for integrations for certain systems, and provides tools to help support application configuration.

1.2 Optional Services

- a. IBM Enterprise Asset Management on Cloud (Maximo) Non-Production is an optional service that provides all of the capability available with the base offering described in Section 1 but provided in a Non-Production Instance. For performance reasons, no more than 30 users can use the non-production Instance simultaneously in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means.
- b. IBM Enterprise Asset Management on Cloud (Maximo) Non-Production Capacity Add-On is an optional service that increases the size of one IBM Enterprise Asset Management on Cloud (Maximo) Non-Production Instance to allow an additional 30 users to access the Instance simultaneously.
- c. IBM Enterprise Asset Management on Cloud (Maximo) Scheduler is an optional service that enables planners to create work schedules and dispatch assignments for field technicians.
- d. IBM Enterprise Management on Cloud Flex (Maximo) offers Client customization within the IBM SaaS environments and additional support to manage IBM Enterprise Asset Management on Cloud (Maximo). This includes select support of: customizations, third party applications, optional database deployment, back version 7.5.x and higher, custom class deployment and Single Sign-On (SSO).
- e. IBM Enterprise Asset Management on Cloud Flex Full Access Development Environment (Maximo) Non Production Add-On provides Client with a Non-Production instance and enhanced access for development purposes. This includes enhanced level of access to support development tasks, database access and SQL tools, BIRT report development, ability to deploy code as well as rebuild/redeploy the maximo.ear file and Websphere console access.
- f. IBM Enterprise Asset Management on Cloud (Maximo) for Managed Service Providers Add-On delivers a suite of service-as-a-business applications, such as those allowing Client to manage customers, customer agreements with billing and price schedules, service delivery, supplier contracts, and customer billing. This add-on supports service as a business and ensures that only authorized users can view information about its customers.

- g. IBM Enterprise Asset Management on Cloud (Maximo) Calibration Add-On provides a solution to manage calibration assets and the standards used to calibrate them, with features such as traceability and reverse traceability, calibration history data, calibration data sheets, and reporting.
- h. IBM Enterprise Asset Management on Cloud (Maximo) Health, Safety and Environment Manager Add-On supports enterprises in improving safety, reliability, and compliance with regulations. This solution provides a central application for reporting incidents spanning work, personnel, safety, health, and environmental areas.
- i. IBM Enterprise Asset Management on Cloud (Maximo) Linear Asset Manager Add-On extends the capabilities of IBM Enterprise Asset Management on Cloud Flex (Maximo) to include management of linear assets, enabling the change of characteristics over the span of a linear asset using dynamic segmentation.
- j. IBM Enterprise Asset Management on Cloud (Maximo) Spatial Asset Management Add-On allows users to view geographic information systems (GIS) information inside IBM Enterprise Asset Management on Cloud Flex (Maximo). This add-on provides a geospatial context of work, assets, and land-based features.
- k. IBM Enterprise Asset Management on Cloud (Maximo) Transportation Add-On provides users with enterprise asset management practices for transportation assets including fleets of cars, trucks, buses, locomotives, rail vehicles, aircraft, vessels, and related linear assets, such as power lines and highways.
- l. IBM Enterprise Asset Management on Cloud (Maximo) Aviation Add-On provides aviation organizations with aircraft related scheduling and management features.
- m. IBM Enterprise Asset Management on Cloud (Maximo) Life Sciences Add-On provides users with the ability to monitor, track, and manage tools, equipment, facilities, mobile, and IT assets on a single platform.
- n. IBM Enterprise Asset Management on Cloud (Maximo) Nuclear Add-On provides asset lifecycle management via a single platform.
- o. IBM Enterprise Asset Management on Cloud (Maximo) Oil and Gas Add-On offers users the ability to manage production equipment, facilities, transportation, and infrastructure assets on a single, integrated platform.
- p. IBM Enterprise Asset Management on Cloud (Maximo) Utilities Add-On provides a consolidated solution to manage multiple work and asset management via a single platform and database.
- q. IBM Enterprise Asset Management on Cloud (Maximo) Asset Configuration Manager Add-On provides real-time calculation of an asset's configuration and the component life of the asset.
- r. IBM Enterprise Asset Management Anywhere on Cloud (Maximo) provides Clients without IBM Enterprise Asset Management on Cloud (Maximo) user IDs remote access only from mobile devices to IBM Enterprise Asset Management on Cloud (Maximo) processes, work, and asset management via a customizable interface.
- s. IBM Enterprise Asset Management Anywhere on Cloud (Maximo) Add-On provides Clients with IBM Enterprise Asset Management on Cloud (Maximo) user IDs remote access from mobile devices to IBM Enterprise Asset Management on Cloud (Maximo) processes, work, and asset management via a customizable interface.
- t. IBM Maximo Asset Health Insights on Cloud enables reliability engineers and maintenance supervisors to gain a better understanding of the health of their assets. IBM Maximo Asset Health Insights on Cloud has capabilities that:
 - Provide the capability to define and normalize asset health based on key drivers, such as remaining useful life, maintenance and failure history, overdue preventive maintenance, and condition based on real-time and historical meter and sensor information and weather
 - Consolidate information around business asset health for reliability engineers and maintenance supervisors, including asset history and real-time and historical sensor data from the assets
 - Provide users with the capability to drill into business assets by location, hierarchy, or asset class to understand the full context of the health of critical assets

- Leverage real-time information and analytics using the IBM Watson Internet of Things Platform, along with other information sources such as current and historical weather

This set of capabilities provides a single view as part of the Maximo system instead of having to use multiple views from several different tools to achieve the same result.

IBM Maximo Asset Health Insights on Cloud is delivered with basic content covering reports, templates, user roles, and security groups, enables support for integrations for certain systems, and provides tools to help support application configuration.

2. Personal Information and Regulated Content

This IBM SaaS is not designed to any specific security requirements for regulated content, such as personal information or sensitive personal information. Client is responsible to determine if this IBM SaaS meets Clients needs with regard to the type of content Client uses in connection with the IBM SaaS



Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM Enterprise Asset Management on Cloud (Maximo) 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 10 percent of one twelfth (1/12th) of the annual charge for the IBM SaaS.

2. Service Levels

Availability of Service during a Contracted Month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 99.8%	2%
Less than 98.8%	5%
Less than 95.0%	10%

* 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: 432 minutes total Downtime during Contracted Month

43,200 total minutes in a 30 day contracted month - 432 minutes Downtime = 42,768 minutes <hr style="width: 50%; margin: 10px auto;"/> 43,200 total minutes	= 2% Availability credit for 99.0% availability during the contracted month
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