



## IBM Terms of Use – SaaS Specific Offering Terms

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### IBM PureApplication Service Infrastructure

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 PureApplication Service Server Instance 4 core 24 GB
- IBM PureApplication Service Server Instance 16 Core 256 GB
- IBM PureApplication Service Storage Expansion 1 TB
- IBM PureApplication Service Server Instance and Platform 4 core 24 GB
- IBM PureApplication Service Server Instance and Platform 16 core 256 GB

#### 2. Charge Metrics

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

- a. 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.

#### 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 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.

#### 4. 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:

##### 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 to Customer's IBM sales representative or IBM Business Partner, at least thirty (30) 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 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 thirty (30) 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 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.

## 5. Technical Support

Technical support is provided for the IBM SaaS offering and Enabling Software, as applicable, during the Subscription Period. Such technical support is included with the IBM SaaS and is not available as a separate offering.

Technical Support information can be found at the following URLs:

[http://www.ibm.com/support/entry/portal/product/puresystems/pureapplication\\_service](http://www.ibm.com/support/entry/portal/product/puresystems/pureapplication_service)

## 6. IBM SaaS Offering Additional Terms

### 6.1 Data Collection

Customer is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Customer (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 Customer. Customer 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 Customer's employees and contractors to access, update, correct or delete their collected personal information.

### 6.2 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.

## 7. Customer's Obligations

Customers who acquire subscription entitlements to the following IBM SaaS offerings:

- PureApplication Service Server Instance 4 core 24 GB, or
- PureApplication Service Server Instance 16 Core 256GB

which will be referred to as "the Infrastructure Parts", requires Customer to have previously acquired license entitlements to an Associated IBM Programs which are licensed on a Processor Value Unit (PVU) basis as defined in the corresponding program license. The Associated IBM Program may be either

- a. IBM PureApplication Software, or
- b. IBM PureApplication Service Platform.

Customer's entitlements to the Infrastructure Parts cannot exceed Customer's entitlements to the Associated IBM Program pursuant to the PVU conversion rating set forth in the table below.

Customer may not use the same Associated IBM Program entitlements within their on-premise installed environment when using these entitlements with the Infrastructure Parts.

PVU Rating of PureApplication Infrastructure Parts

PureApplication Service Infrastructure Part	PVU Rating
PureApplication Service Server Instance 4 core 24 GB	280 PVU
PuerApplication Service Server Instance 16 core 256 GB	1120 PVU

For example, if the Customer has purchased:

- 2 instances of PureApplication Service Server Instance 4 core 24 GB, and
- 3 instances of PureApplication Service Server Instance 16 Core 256GB

Based on the information from the table above, the total PVU capacity of this SaaS environment is 3920 PVU (2 x 280 + 3 x 1120).

Customer will need to bring 3920 PVU of entitlement from either of the Associated IBM Programs to use the Infrastructure Parts. Customer may not use these 3920 PVUs of entitlement within their on-premise environment.

The Infrastructure Parts do 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. During the Subscription Period of the PureApplication Service Infrastructure, Customer must maintain current Subscription and Support for the IBM program entitlements used in conjunction with the PureApplication Service entitlements. In the event either Customer's license to use the Associated IBM Program or Customer's Subscription and Support for the Associated IBM Program is terminated, Customer's right to use the PureApplication Service will terminate.

The following IBM SaaS offerings do not require entitlement to the Associated IBM Programs noted above:

- PureApplication Service Server Instance and Platform 4 core 24 GB
- PureApplication Service Server Instance and Platform 16 core 256 GB

### Appendix A

IBM PureApplication Service provides a way for clients to run patterns, in a dedicated off-premise cloud infrastructure.

A pattern is an application blueprint, a pre-defined architecture of an application that is captured in a form that can be easily deployed into PureApplication cloud infrastructure.

Patterns developed for deployment into IBM PureApplication System models W1500 and W2500 will deploy into the PureApplication Service. Patterns developed for deployment into IBM PureApplication Service will deploy into IBM PureApplication System models W1500 and W2500.

PureApplication Service provides the Image Construction and Composition Tool and Plugin Development Kit for creating custom patterns that can be deployed into both PureApplication Service and PureApplication System cloud infrastructure.

PureApplication Service will provide facilities for importing patterns into and exporting patterns from the PureApplication Service environment.

PureApplication Service includes facilities to enable users to monitor and manage software licenses in order to stay compliant with license management requirements.

Upon service provisioning, the service user (as identified in the provisioning form) will be provided an ip address or url and user credentials (user id and password) through which the user can get access to the service.