



IBM Terms of Use – SaaS Specific Offering Terms

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/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 PureApplication Service C500-4-32 (4 core 32 GB) Infrastructure
- IBM PureApplication Service C500-8-128 (8 core 128 GB) Infrastructure
- IBM PureApplication Service C500-8-256 (8 core 256 GB) Infrastructure
- IBM PureApplication Service C500-12-128 (12 core 128 GB) Infrastructure
- IBM PureApplication Service C500-12-256 (12 core 256 GB) Infrastructure
- IBM PureApplication Service C500-16-256 (16 core 256 GB) Infrastructure
- IBM PureApplication Service C500-16-512 (8 core 512 GB) Infrastructure
- IBM PureApplication Service C500-24-256 (24 core 256 GB) Infrastructure
- IBM PureApplication Service C500-24-512 (24 core 512 GB) Infrastructure
- IBM PureApplication Service C500-40-512 (40 core 512 GB) Infrastructure
- IBM PureApplication Service C500-40-1024 (40 core 1024 GB) Infrastructure
- IBM PureApplication Service Storage Expansion 1 TB
- IBM PureApplication Service C500-4-32 (4 core 32 GB) Platform and Infrastructure
- IBM PureApplication Service C500-8-128 (8 core 128 GB) Platform and Infrastructure
- IBM PureApplication Service C500-8-256 (8 core 256 GB) Platform and Infrastructure
- IBM PureApplication Service C500-12-128 (12 core 128 GB) Platform and Infrastructure
- IBM PureApplication Service C500-12-256 (12 core 256 GB) Platform and Infrastructure
- IBM PureApplication Service C500-16-256 (16 core 256 GB) Platform and Infrastructure
- IBM PureApplication Service C500-16-512 (16 core 512 GB) Platform and Infrastructure
- IBM PureApplication Service C500-24-256 (24 core 256 GB) Platform and Infrastructure
- IBM PureApplication Service C500-24-512 (24 core 512 GB) Platform and Infrastructure
- IBM PureApplication Service C500-40-512 (40 core 512 GB) Platform and Infrastructure
- IBM PureApplication Service C500-40-1024 (40 core 1024 GB) Platform and Infrastructure
- IBM PureApplication Service Storage Expansion 1 TB
- IBM PureApplication Service Block Storage Expansion 0.1 TB
- IBM PureApplication Service Block Storage Expansion 0.25 TB
- IBM PureApplication Service Block Storage Expansion 0.5 TB
- IBM PureApplication Service Block Storage Expansion 1.0 TB
- IBM PureApplication Service Workload Backup & Restore Server
- IBM PureApplication Service Workload Backup & Restore Server Isolation
- IBM PureApplication Service Workload Backup & Restore Storage 0.1 TB

- IBM PureApplication Service Workload Backup & Restore Agent Entitlement 10 Pack
- IBM PureApplication Service DirectLink Config 1 Gbps
- IBM PureApplication Service DirectLink Config 10 Gbps
- IBM PureApplication Service DirectLink CE Config 1 Gbps
- IBM PureApplication Service DirectLink CE Config 10 Gbps
- IBM PureApplication Service (4 core 32 GB) Config for Client-Owned Account
- IBM PureApplication Service (8 core 128 GB) Config for Client-Owned Account
- IBM PureApplication Service (8 core 256 GB) Config for Client-Owned Account
- IBM PureApplication Service (12 core 128 GB) Config for Client-Owned Account
- IBM PureApplication Service (12 core 256 GB) Config for Client-Owned Account
- IBM PureApplication Service (16 core 256 GB) Config for Client-Owned Account
- IBM PureApplication Service (16 core 512 GB) Config for Client-Owned Account
- IBM PureApplication Service (24 core 256 GB) Config for Client-Owned Account
- IBM PureApplication Service (24 core 512 GB) Config for Client-Owned Account
- IBM PureApplication Service (40 core 512 GB) Config for Client-Owned Account
- IBM PureApplication Service (40 core 1024 GB) Config for Client-Owned Account
- IBM PureApplication Service Storage Expansion 1 TB for Client-Owned Account
- IBM PureApplication Service Block Storage Expansion 0.1 TB for Client-Owned Account
- IBM PureApplication Service Block Storage Expansion 0.25 TB for Client-Owned Account
- IBM PureApplication Service Block Storage Expansion 0.5 TBfor Client-Owned Account
- IBM PureApplication Service Block Storage Expansion 1.0 TB for Client-Owned Account
- IBM PureApplication Service Workload Backup & Restore Server Config for Client-Owned Account
- IBM PureApplication Service Workload Backup & Restore Server Isolation for Client-Owned Account
- IBM PureApplication Service Workload Backup & Restore Storage 0.1 TB for Client-Owner Account
- IBM PureApplication Service Workload Backup & Restore Agent Entitlement 10 Pack for Client-Owner Account
- IBM PureApplication Service DirectLink Config 1 Gbps for Client-Owner Account
- IBM PureApplication Service DirectLink Config 10 Gbps for Client-Owner Account
- IBM PureApplication Service DirectLink CE Config 1 Gbps for Client-Owner Account
- IBM PureApplication Service DirectLink CE Config 10 Gbps for Client-Owner Account,
- IBM PureApplication Service Subscription

2. Charge Metrics

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

- 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.

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 actual usage of the IBM SaaS during the measurement period exceeds the entitlement specified in the PoE, Client will be charged for the overage as specified 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 is provided for the IBM SaaS offering and Enabling Software, as applicable, during the Subscription Period. IBM will make available the IBM Software as a Service Support Handbook which provides technical support contact information and other information and processes. Such technical support is included with the IBM SaaS and is not available as a separate offering.

The IBM Software as a Service Support Handbook can be found at the following URL: <https://www-01.ibm.com/software/support/handbook.html>

In accordance with Section 7.3 below, Client agrees that IBM may, as part of the normal support of the Configured Infrastructure SaaS, assist in the provisioning and ordering of Client's infrastructure, file problem reports on behalf of Client, update software, and make configuration changes for the Eligible Product under BYOSL with the Configured Infrastructure SaaS. Client agrees to provide the needed account information to create a user ID with IBM defined administrative access to provide IBM continuous administrative access to the account as long as Client is using this non-IBM-owned infrastructure with the IBM SaaS.

6. IBM SaaS Offering Additional Terms

6.1 Privacy Notice and Policy

Client agrees to: (i) provide a clear and conspicuous link to the Client's website terms of use and privacy policy which includes a link to IBM's (<http://www.ibm.com/software/marketing-solutions/privacy/index.html>) and the Client's data collection and use practices; (ii) provide notice that cookies and clear gifs/web beacons are being placed on the visitor's computer by IBM working on the Client's behalf along with an explanation of the purpose and utilization of such technology; and (iii) to the extent required by law, obtain consent from website visitors prior to the placement of cookies and clear gifs/web beacons placed by the Client or IBM on the Client's behalf on website visitor's devices. 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 (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 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.

6.2 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 Compliance

6.3.1 ISO

The IBM SaaS complies with and is certified under ISO 27001 as set forth by the International Organization for Standardization regarding it as an information security management system (ISMS).

For more information about ISO 27001 or to access the certification materials, go to <https://www.ibm.com/cloud-computing/built-on-cloud/saas-security/>

7. Client's Obligations

7.1 Associated Program Entitlements

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

- IBM PureApplication Service C500-4-32 (4 core 32 GB) Infrastructure
- IBM PureApplication Service C500-8-128 (8 core 128 GB) Infrastructure
- IBM PureApplication Service C500-8-256 (8 core 256 GB) Infrastructure
- IBM PureApplication Service C500-12-128 (12 core 128 GB) Infrastructure
- IBM PureApplication Service C500-12-256 (12 core 256 GB) Infrastructure
- IBM PureApplication Service C500-16-256 (16 core 256 GB) Infrastructure
- IBM PureApplication Service C500-16-512 (16 core 512 GB) Infrastructure
- IBM PureApplication Service C500-24-256 (24 core 256 GB) Infrastructure
- IBM PureApplication Service C500-24-512 (24 core 512 GB) Infrastructure
- IBM PureApplication Service C500-40-512 (40 core 512 GB) Infrastructure
- IBM PureApplication Service C500-40-1024 (40 core 1024 GB) Infrastructure
- IBM PureApplication Service (4 core 32 GB) Config for Client-Owned Account
- IBM PureApplication Service (8 core 128 GB) Config for Client-Owned Account, or
- IBM PureApplication Service (8 core 256 GB) Config for Client-Owned Account
- IBM PureApplication Service (12 core 128 GB) Config for Client-Owned Account
- IBM PureApplication Service (12 core 256 GB) Config for Client-Owned Account
- IBM PureApplication Service (16 core 256 GB) Config for Client-Owned Account
- IBM PureApplication Service (16 core 512 GB) Config for Client-Owned Account
- IBM PureApplication Service (24 core 256 GB) Config for Client-Owned Account
- IBM PureApplication Service (24 core 512 GB) Config for Client-Owned Account
- IBM PureApplication Service (40 core 512 GB) Config for Client-Owned Account, or
- IBM PureApplication Service (40 core 1024 GB) Config for Client-Owned Account

which will be referred to as "Infrastructure and Configuration Parts", are required to have previously acquired license entitlements to an Associated IBM Program. The Associated IBM Program is 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,
- b. IBM PureApplication Software Suite, or
- c. IBM PureApplication Service Platform.

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

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

PVU Rating of Infrastructure and Configuration Parts

PureApplication Service Part	Associated IBM Program PVU Rating
IBM PureApplication Service C500-4-32 (4 core 32 GB) Infrastructure	280 PVU
IBM PureApplication Service (4 core 32 GB) Config for Client-Owned Account	280 PVU
IBM PureApplication Service C500-8-128 (8 core 128	560 PVU

(GB) Infrastructure	
IBM PureApplication Service (8 core 128 GB) Config for Client-Owned Account	560 PVU
IBM PureApplication Service C500-12-128 (12 core 128 GB) Infrastructure	840 PVU
IBM PureApplication Service (12 core 128 GB) Config for Client-Owned Account	840 PVU
IBM PureApplication Service C500-12-256 (12 core 256 GB) Infrastructure	840 PVU
IBM PureApplication Service (12 core 256 GB) Config for Client-Owned Account	840 PVU
IBM PureApplication Service C500-16-256 (16 core 256 GB) Infrastructure	1120 PVU
IBM PureApplication Service (16 core 256 GB) Config for Client-Owned Account	1120 PVU
IBM PureApplication Service C500-16-512 (16 core 512 GB) Infrastructure	1120 PVU
IBM PureApplication Service (16 core 512 GB) Config for Client-Owned Account	1120 PVU
IBM PureApplication Service C500-24-256 (24 core 256 GB)	1680 PVU
IBM PureApplication Service (24 core 256 GB) Config for Client-Owned Account	1680 PVU
IBM PureApplication Service C500-24-512 (24 core 512 GB)	1680 PVU
IBM PureApplication Service (24 core 512 GB) Config for Client-Owned Account	1680 PVU
IBM PureApplication Service C500-40-512 (40 core 512 GB)	4000 PVU
IBM PureApplication Service (40 core 512 GB) Config for Client-Owned Account	4000 PVU
IBM PureApplication Service C500-40-1024 (40 core 1024 GB)	4000 PVU
IBM PureApplication Service (40 core 1024 GB) Config for Client-Owned Account	4000 PVU

For example, if the Client has purchased:

- 2 instances of IBM PureApplication Service C500-4-32 (4 core 32 GB) Infrastructure and
- 3 instances of IBM PureApplication Service C500-16-256 (16 core 256 GB) Infrastructure

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

Client must allocate 3920 PVU entitlements from either of their Associated IBM Program entitlements to use with the Infrastructure and Configuration Parts. Client may not use these 3920 PVUs of entitlement within their on-premise environment for the duration of the Subscription Period. Should Client no longer be entitled to the Infrastructure and Configuration Parts, Client may resume use of the previously allocated PVUs within their on-premise environment.

The Infrastructure and Configuration Parts do not include Subscription and Support for the Associated IBM Program. Client 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 Infrastructure and Configuration Parts, Client must maintain current Subscription and Support for the Associated IBM Program. In the event either Client's license to use the Associated IBM Program or Client's Subscription and Support for the Associated IBM Program is terminated, Client's right to use the Infrastructure and Configuration Parts will terminate.

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

- IBM PureApplication Service C500-4-32 (4 core 32 GB) Platform and Infrastructure
- IBM PureApplication Service C500-8-128 (8 core 128 GB) Platform and Infrastructure

- IBM PureApplication Service C500-16-256 (16 core 256 GB) Platform and Infrastructure
- IBM PureApplication Service C500-8-256 (8 core 256 GB) Infrastructure
- IBM PureApplication Service C500-12-128 (12 core 128 GB) Infrastructure
- IBM PureApplication Service C500-12-256 (12 core 256 GB) Infrastructure
- IBM PureApplication Service C500-16-512 (16 core 512 GB) Infrastructure
- IBM PureApplication Service C500-24-256 (24 core 256 GB) Infrastructure
- IBM PureApplication Service C500-24-512 (24 core 512 GB) Infrastructure
- IBM PureApplication Service C500-40-512 (40 core 512 GB) Infrastructure, or
- IBM PureApplication Service C500-40-1024 (40 core 1024 GB) Infrastructure.

7.2 Bring Your Own Software and License (BYOSL) Requirements

Clients are required to bring sufficient software license entitlements (Entitlements) to Eligible Products uploaded to and used in the IBM SaaS. For purposes of clarity, Eligible Products are separate and in addition to the Associated IBM Programs in 7.1 above.

When a Client uses Entitlements for an Eligible Product under BYOSL with this IBM SaaS offering, those Entitlements are dedicated to the IBM SaaS Instance and Client may not use such Entitlements to the Eligible Product outside the IBM SaaS at the same time.

Client's PoE for the Eligible Product designates the available level of authorized use that may be used within the IBM SaaS. Client may not exceed their available level of authorized use for each Eligible Product uploaded to the IBM SaaS.

Eligible Products available for use with the IBM SaaS offering may be licensed on a PVU or Virtual Server basis. Such Eligible Products are specifically designed for use with IBM Pure Application on-premise products and may also be used with this IBM SaaS offering.

For Eligible Products licensed by PVUs, please reference the table titled PVU Requirements for BYOSL for Eligible Product PVU Entitlements required for each IBM SaaS server type.

PVU Requirements for BYOSL

PureApplication Service Infrastructure Part	Eligible Product PVU's Required
IBM PureApplication Service C500-4-32 (4 core 32 GB) Infrastructure	280 PVU
IBM PureApplication Service C500-4-32 (4 core 32 GB) Platform and Infrastructure	280 PVU
IBM PureApplication Service (4 core 32 GB) Config for Client-Owned Account	280 PVU
IBM PureApplication Service C500-8-128 (8 core 128 GB) Infrastructure	560 PVU
IBM PureApplication Service C500-8-128 (8 core 128 GB) Platform and Infrastructure	560 PVU
IBM PureApplication Service (8 core 128 GB) Config for Client-Owned Account	560 PVU
IBM PureApplication Service C500-8-256 (8 core 256 GB) Infrastructure	560 PVU
IBM PureApplication Service C500-8-256 (8 core 256 GB) Platform and Infrastructure	560 PVU
IBM PureApplication Service (8 core 256 GB) Config for Client-Owned Account	560 PVU
IBM PureApplication Service C500-12-128 (12 core 128 GB) Infrastructure	840 PVU
IBM PureApplication Service C500-12-128 (12 core 128 GB) Platform and Infrastructure	840 PVU
IBM PureApplication Service (12 core 128 GB) Config for Client-Owned Account	840 PVU
IBM PureApplication Service C500-12-256 (12 core 256 GB) Infrastructure	840 PVU

IBM PureApplication Service C500-12-256 (12 core 256 GB) Platform and Infrastructure	840 PVU
IBM PureApplication Service (12 core 256 GB) Config for Client-Owned Account	840 PVU
IBM PureApplication Service C500-16-256 (16 core 256 GB) Infrastructure	1120 PVU
IBM PureApplication Service C500-16-256 (16 core 256 GB) Platform and Infrastructure	1120 PVU
IBM PureApplication Service (16 core 256 GB) Config for Client-Owned Account	1120 PVU
IBM PureApplication Service C500-16-512 (16 core 512 GB) Infrastructure	1120 PVU
IBM PureApplication Service C500-16-512 (16 core 512 GB) Platform and Infrastructure	1120 PVU
IBM PureApplication Service (16 core 512 GB) Config for Client-Owned Account	1120 PVU
IBM PureApplication Service C500-24-512 (24 core 512 GB) Infrastructure	1680 PVU
IBM PureApplication Service C500-24-512 (24 core 512 GB) Platform and Infrastructure	1680 PVU
IBM PureApplication Service (24 core 512 GB) Config for Client-Owned Account	1680 PVU
IBM PureApplication Service C500-24-1024 (24 core 1024 GB) Infrastructure	1680 PVU
IBM PureApplication Service C500-24-1024 (24 core 1024 GB) Platform and Infrastructure	1680 PVU
IBM PureApplication Service (24 core 1024 GB) Config for Client-Owned Account	1680 PVU
IBM PureApplication Service C500-40-512 (24 core 512 GB) Infrastructure	4000 PVU
IBM PureApplication Service C500-40-512 (40 core 512 GB) Platform and Infrastructure	4000PVU
IBM PureApplication Service (40 core 512 GB) Config for Client-Owned Account	4000PVU
IBM PureApplication Service C500-40-1024 (24 core 1024 GB) Infrastructure	4000PVU
IBM PureApplication Service C500-40-1024 (40 core 1024 GB) Platform and Infrastructure	4000PVU
IBM PureApplication Service (40 core 1024 GB) Config for Client-Owned Account	4000PVU

For Eligible Products licensed on a Virtual Server basis, Client must comply with the Virtual Server license terms as defined in the applicable Eligible Product license.

7.3 Bring Your Own Infrastructure Credits (BYOIC) Requirements

Clients who provision or order infrastructure from a provider other than IBM, per IBM's configuration requirements, to be used with the PureApplication service, must purchase the IBM PureApplication Service Configuration (the non-IBM-owned infrastructure together with the IBM PureApplication Service Config for Client-Owned Account is the "Configured Infrastructure SaaS").

The PureApplication Service Config for Client-Owned Account must be purchased for each infrastructure instance a Client purchases from a non-IBM-owned infrastructure account that Client will use with the PureApplication Service. When a Client uses entitlements for an Eligible Product under BYOSL with the Configured Infrastructure SaaS, those entitlements are dedicated to the IBM BYOIC SaaS Offering and Client may not use such entitlements to the Eligible Product outside the IBM BYOIC SaaS Offering at the same time.

IBM will provide the sole configuration, updates and management required for the Configured Infrastructure SaaS. In the event Client makes changes to the IBM configured infrastructure, IBM may no

longer be able to provide support and the SLA no longer applies. Client agrees to provide a contact name and email address for scheduled outages. The IBM PureApplication Service Config for Client-Owned Account must be purchased each time Client adds to existing BYOIC infrastructure or purchases new BYOIC infrastructure.

Client's PoE for the Eligible Product designates the available level of authorized use that may be used within the IBM SaaS. Client may not exceed their available level of authorized use for each Eligible Product uploaded to the Configured Infrastructure SaaS.

Eligible Products available for use with the Configured Infrastructure SaaS may be licensed on a PVU or Virtual Server basis. Such Eligible Products are specifically designed for use with IBM Pure Application on-premise products and may also be used with this IBM SaaS offering.

For Eligible Products licensed by PVUs, please reference the table titled PVU Requirements for BYOSL for Eligible Product PVU Entitlements required for each IBM SaaS server type purchased by Client from a Client-owned infrastructure account, to IBM's exact specifications.

For Eligible Products licensed on a Virtual Server basis, Client must comply with the Virtual Server license terms as defined in the applicable Eligible Product License.

7.4 Eligible Product Use, Entitlement Tracking Requirements, and Conditions

Client is responsible for remaining in compliance with all terms of the applicable International Passport Advantage Agreement or International Passport Advantage Express Agreement related to Entitlements and entitlement tracking requirements below.

For Eligible Products managed and deployed through the IBM SaaS, Clients must use the license management capability in the IBM SaaS by:

- a. entering an accurate number of Entitlements being allocated to each IBM SaaS Instance.
- b. ensuring part number information is included and tracked for any Eligible Product added to the IBM SaaS environment by updating pattern metadata when installing additional an Eligible Product into a pattern. The IBM SaaS must be enabled to track the additional Eligible Product. Please refer to IBM SaaS documentation for additional information.

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 IBM SaaS.

1. IBM PureApplication Service Infrastructure

- IBM PureApplication Service C500-4-32 (4 core 32 GB) Infrastructure
- IBM PureApplication Service C500-8-128 (8 core 128 GB) Infrastructure
- IBM PureApplication Service C500-8-256 (8 core 256 GB) Infrastructure
- IBM PureApplication Service C500-12-128 (12 core 128 GB) Infrastructure
- IBM PureApplication Service C500-12-256 (12 core 256 GB) Infrastructure
- IBM PureApplication Service C500-16-256 (16 core 256 GB) Infrastructure
- IBM PureApplication Service C500-16-512 (16 core 512 GB) Infrastructure
- IBM PureApplication Service C500-24-256 (24 core 256 GB) Infrastructure
- IBM PureApplication Service C500-24-512 (24 core 512 GB) Infrastructure
- IBM PureApplication Service C500-40-512 (40 core 512 GB) Infrastructure, or
- IBM PureApplication Service C500-40-1024 (40 core 1024 GB) Infrastructure

This IBM SaaS offering requires Clients to have acquired appropriate software entitlements to provision the PureApplication Service environment. IBM provides the basic infrastructure to this IBM SaaS.

2. IBM PureApplication Service Platform and Infrastructure

- IBM PureApplication Service C500-4-32 (4 core 32 GB) Platform and Infrastructure
- IBM PureApplication Service C500-8-128 (8 core 128 GB) Platform and Infrastructure
- IBM PureApplication Service C500-8-256 (8 core 256 GB) Platform and Infrastructure
- IBM PureApplication Service C500-12-128 (12 core 128 GB) Platform and Infrastructure
- IBM PureApplication Service C500-12-256 (12 core 256 GB) Platform and Infrastructure
- IBM PureApplication Service C500-16-256 (16 core 256 GB) Platform and Infrastructure
- IBM PureApplication Service C500-16-512 (16 core 512 GB) Platform and Infrastructure
- IBM PureApplication Service C500-24-256 (24 core 256 GB) Platform and Infrastructure
- IBM PureApplication Service C500-24-512 (24 core 512 GB) Platform and Infrastructure

- IBM PureApplication Service C500-40-512 (40 core 512 GB) Platform and Infrastructure, or
- IBM PureApplication Service C500-40-1024 (40 core 1024 GB) Platform and Infrastructure

IBM delivers all infrastructure and software functionality required for the PureApplication Service environment. Client subscribes to this complete deployed environment and is not required to acquire any other entitlements when subscribing to this IBM SaaS offering.

3. **IBM PureApplication Service Config for Client-Owned Account**

The IBM PureApplication Service Config for Client Owned Account may be obtained in the following configurations:

- IBM PureApplication Service (4 core 32 GB) Config for Client-Owned Account
- IBM PureApplication Service (8 core 128 GB) Config for Client-Owned Account
- IBM PureApplication Service (8 core 256 GB) Config for Client-Owned Account
- IBM PureApplication Service (12 core 128 GB) Config for Client-Owned Account
- IBM PureApplication Service (12 core 256 GB) Config for Client-Owned Account
- IBM PureApplication Service (16 core 256 GB) Config for Client-Owned Account
- IBM PureApplication Service (16 core 512 GB) Config for Client-Owned Account
- IBM PureApplication Service (24 core 256 GB) Config for Client-Owned Account
- IBM PureApplication Service (24 core 512 GB) Config for Client-Owned Account
- IBM PureApplication Service (40 core 512 GB) Config for Client-Owned Account, or
- IBM PureApplication Service (40 core 1024 GB) Config for Client-Owned Account

Clients who purchase entitlements to this option will have contracted directly with an infrastructure provider and will have an environment established to conform to the specifications required by IBM. Clients will also be expected to have acquired the appropriate software entitlements to complete configuration of the PureApplication service. IBM will configure the required software and infrastructure and will maintain the environment for the duration of Client's subscription to this offering provided Client continues to be in good standing with their infrastructure provider and entitlements to the required IBM software for this environment.

4. **Optional Features**

4.1 **IBM PureApplication Service Storage Expansion 1 TB**

Additional storage may be acquired in one terabyte increments to increase the storage allocation of an Instance of any of the following IBM SaaS:

- IBM PureApplication Service Infrastructure
- IBM PureApplication Service Infrastructure and Platform, or
- IBM PureApplication Service Config for Client-Owned Account

4.2 **IBM PureApplication Service Block Storage Expansion**

Additional block storage may be acquired in various increments to increase the workload storage allocation of an Instance of any of the following IBM SaaS:

- IBM PureApplication Service Block Storage Expansion 0.1 TB
- IBM PureApplication Service Block Storage Expansion 0.25 TB
- IBM PureApplication Service Block Storage Expansion 0.5 TB
- IBM PureApplication Service Block Storage Expansion 1.0 TB
- IBM PureApplication Service Block Storage Expansion 0.1 TB for Client-Owned Account
- IBM PureApplication Service Block Storage Expansion 0.25 TB for Client-Owned Account
- IBM PureApplication Service Block Storage Expansion 0.5 TB for Client-Owned Account, or
- IBM PureApplication Service Block Storage Expansion 1.0 TB for Client-Owned Account

4.3 Workload Backup and Restore

If Client requires workload backup and restore capabilities for their PureApplication Service Infrastructure, PureApplication Service Infrastructure and Platform, or PureApplication Service Config for Client-Owned Account IBM SaaS, the following options are available:

- **IBM PureApplication Service Workload Backup & Restore Server, or IBM PureApplication Service Workload Backup & Restore Server for Client-Owned Account,**
Client's workload backup and restore foundation will enable Client to backup and restore Client's workload(s) with 0.1 TB of storage for each PureApplication Service Workload Backup & Restore Server Instance purchased. Also, Client will have the ability to use one PureApplication Service Workload Backup & Restore Agent.
- **IBM PureApplication Service Workload Backup & Restore Server Isolation, or IBM PureApplication Service Workload Backup & Restore Server Isolation for Client-Owned Account**
Client's workload backup and restore foundation will enable Client to backup and restore Client's workload(s) with 0.1 TB of storage for each PureApplication Service Workload Backup & Restore Server Isolation Instance purchased. Also, the Client will have the ability to use one workload backup and restore agent. The isolation of the Workload Backup and Restore Server provides the ability for it to be configured in a different datacenter with its own firewall.
- **PureApplication Service Workload Backup & Restore Storage 0.1 TB, or IBM PureApplication Service Workload Backup & Restore Storage 0.1 TB for Client-Owned Account**
To increase the amount of storage allocated with the PureApplication Service Workload Backup & Restore Server, Client can acquire entitlements which will increase the storage capacity by 0.1 TB for each instance purchased. Each PureApplication Service Workload Backup & Restore Storage 01.TB Instance can only be associated with one Instance of PureApplication Service Workload Backup & Restore Server.
- **IBM PureApplication Service Workload Backup & Restore Agent Entitlement 10 Pack, or IBM PureApplication Service Workload Backup & Restore Agent Entitlement 10 Pack for Client-Owned Account**
Client's workload backup & restore agent entitlement will be increased by 10 for each PureApplication Service Workload Backup & Restore Agent Entitlement 10 Pack Instance purchased. Each PureApplication Service Workload Backup & Restore Agent Entitlement 10 Pack Instance can only be associated with one Instance of PureApplication Service Workload Backup & Restore Server.

4.4 DirectLink

Additional storage may be acquired in one terabyte increments to increase the storage allocation of an Instance of any of the following IBM SaaS offerings:

If the Client requires their on-premise network to be directly connected to the private network for either the IBM PureApplication Service Infrastructure or PureApplication Service Infrastructure and Platform IBM SaaS, Client may purchase one of the following offerings to establish a direct private network connection to the Client's IBM SaaS:

- IBM PureApplication Service DirectLink Config 1 Gbps
- IBM PureApplication Service DirectLink Config 10 Gbps
- IBM PureApplication Service DirectLink Config 1 Gbps for Client-Owned Account
- IBM PureApplication Service DirectLink Config 10 Gbps for Client-Owned Account,

Client's DirectLink can be configured for speeds of 1 Gbps or 10 Gbps and only one Instance of either PureApplication Service DirectLink Config 1 Gbps or PureApplication Service DirectLink Config 10 Gbps can be purchased per Client. IBM will set up and provide the access to the PureApplication Service DirectLink, but Client must work with their Internet Service Provider to set up the connection with the IBM SaaS and ensure the speed matches the selected service.

4.5 DirectLink Cloud Exchange

If Client requires their on-premise network to be virtually connected to the private network for either the IBM PureApplication Service Infrastructure or PureApplication Service Infrastructure and Platform IBM

SaaS, Client may purchase one of the following offerings to establish a direct and virtual privatenetwork connection to Client's IBM SaaS:

- IBM PureApplication Service DirectLink CE Config 1 Gbps
- IBM PureApplication Service DirectLink CE Config 1 Gbps for Client-Owned Account
- IBM PureApplication Service DirectLink CE Config 10 Gbps, or
- IBM PureApplication Service DirectLink CE Config 10 Gbps for Client-Owned Account

Client's DirectLink Cloud Exchange can be configured for speeds of 1 Gbps or 10 Gbps and only one instance of either PureApplication Service DirectLink Cloud Exchange Config 1 Gbps or PureApplication Service DirectLink Cloud Exchange Config 10 Gbps can be purchase per Client. IBM will set up and provide the access to the PureApplication Service DirectLink Cloud Exchange, but Client must work with their Internet Service Provider to set up the virtual connection with the IBM SaaS and ensure the speed matches the selected service.

5. IBM PureApplication Service Subscription

This IBM SaaS offering makes a subscription available allowing Clients to commit to a specific number of subscription currency units on a monthly basis. Clients may select any IBM PureApplication Service offering for use under this PureApplication Service Subscription offering, other than IBM PureApplication Service for Client-Owned Account offerings, ("Supported Products") for their monthly usage. Client will subscribe to a committed monetary value during the specified subscription period.

To provide usage flexibility, subscription periods are divided into 12 month cycles (or if less than 12 months remain on the subscription period, the remaining number of months as a cycle). Usage credits that are paid in advance or are associated with that cycle can be used any time during that cycle. The value of each Instance of the Supported Products selected for use will be totaled each month and applied against the monthly committed monetary value. Usage charges over and above the committed usage level in a 12 month period will be billed, in arrears, as a subscription. Subscription overages will not be billed until all usage credits that are prepaid or are associated with that cycle are consumed. Usage credits unused at the end of a cycle are forfeited.

6. Personal Information and Regulated Content

The IBM SaaS will enable Client to input and manage content containing information which may be considered personal and sensitive personal information (PI/SPI) under applicable privacy laws:

- Contact information (e.g. address, phone and cell numbers, email)
- Sensitive personal information (e.g. government identification number, date of birth, citizenship, passport number, etc)
- Employment information (e.g. education, job history, work location, compensation and benefits, job history, and performance)



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 10 percent of one twelfth (1/12th) of the annual charge for the IBM SaaS.

Availability Credits are not awarded on the full invoice value of the IBM SaaS subscription, but rather on the value of the specific instance or instances for which the Downtime occurred.

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)
<99.9%	2%
<95.0%	5%
<90.0%	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: 50 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month – 50 minutes Downtime = 43,150 minutes	= 2% Availability credit for 99.8% availability during the contracted month
<hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	

3. Other information about this SLA

The SLA does not apply to virtual machines deployed in the IBM SaaS offering or pre-entitled Shared Services. Shared Services are predefined patterns deployed by the Client and shared by multiple

application deployments in the IBM SaaS offering, including virtual applications, virtual systems, and virtual appliances. Shared Services are available for deployment as part of the IBM SaaS offering.