



IBM Terms of Use – SaaS Specific Offering Terms

IBM Facilities and Real Estate Management on Cloud (TRIRIGA)

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/.

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 Facilities and Real Estate Management on Cloud (TRIRIGA) Self Service
- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Approvals and Reporting
- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Occasional User
- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise User
- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Non Production Instance
- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Non Production Capacity 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: Authorized User is a unit of measure by which the IBM SaaS can be obtained. Customer 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 Customer's Proof of Entitlement (PoE) or Transaction Document.
- b. 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 Set-Up

The IBM Facilities and Real Estate Management on Cloud (TRIRIGA) for As-Shipped Applications Instance Set Up and IBM Facilities and Real Estate Management on Cloud (TRIRIGA) for Fully Configurable Applications Instance On-Demand Setup are associated with fees specified in a 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 Customer's actual usage of the IBM SaaS during the measurement period exceeds the entitlement stated on the PoE, then Customer will be invoiced for the overage, as set forth in the Transaction Document.

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 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.

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 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.

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 for the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) 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)

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.

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 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

6. IBM SaaS Offering Additional Terms

6.1 Non-Production Limitation

If the IBM SaaS is designated as "Non-Production", the IBM SaaS can be used by Customer 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. Customer is not authorized to use any part of the IBM SaaS for any other purpose without acquiring the appropriate production entitlements.

Customer must be entitled to the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise Users to obtain entitlements to Non-Production instance(s) of the IBM SaaS.

6.1 Safe Harbor Compliance

IBM abides by the U.S. - EU Safe Harbor Framework as set forth by the United States Department of Commerce regarding the collection, use and retention of information collected from the European Union. For more information about Safe Harbor or to access IBM's certification statement, go to <http://www.export.gov/safeharbor/>.

6.2 Cookies

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.

6.3 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 Facilities and Real Estate Management on Cloud (TRIRIGA)

IBM Facilities and Real Estate Management on Cloud (TRIRIGA) is a solution to manage the lifecycle of facilities and real estate that includes or supports the following processes and functions:

- Real estate management – Provide a solution for transaction management, lease administration and lease accounting; use business analytics to identify performance of real estate assets, leases, providers and processes.
- Capital projects – Enable capital project planning; identify funding priorities within capital programs; provide integrated processes and analytics.
- Space management – Identify opportunities for better facility utilization and occupancy management; enable department accountability for space use; view uploaded floor plans; assist with relocation processes; analyze strategic space planning; space and asset reservation management; track budgets, costs and schedules.
- Facility maintenance – Use condition-based facility assessments; provide financial and environmental impact analysis to help with capital planning; manage facilities maintenance service requests; automate facility maintenance services; use business analytics to identify performance of facilities, assets, resources and facility maintenance processes.
- Energy management – Manage enterprise carbon accounting and environmental investment analysis; provide financial and environmental impact analysis to improve capital planning; use financial and environmental impact analysis to improve capital planning; use analytics to identify potential work tasks for equipment.
- Application administration - Manage the underlying real estate, facility and asset portfolio data; manage user access; extend applications using technology platform; interface via Web Service over a VPN connection.

Based on a user's entitlement, the user will have access to designated portions of these processes and functions.

- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Self Service User: Create requests, create reservations, search knowledge base, respond to bid requests, search locations, people, and assets. Customer must be entitled to the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise Users to obtain entitlements to IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Self Service Users.
- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Approvals and Reporting User: Participate in approval processes, monitor performance metrics, view reports with read only access to data and functions of Self Service. Customer must be entitled to the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise Users to obtain entitlements to IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Approvals and Reporting Users.
- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Occasional User: Participate in limited processes, limited to tasks, surveys, invoices and requests for payment, document management. Includes functions of Self Service and Approvals and Reporting users. Customer must be entitled to the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise Users to obtain entitlements to IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Occasional Users.
- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise User: Participate in all implemented business processes and administrative functions.

2. IBM Facilities and Real Estate Management on Cloud Non Production

IBM Facilities and Real Estate Management on Cloud (TRIRIGA) 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 Facilities and Real Estate Management on Cloud (TRIRIGA) Non-Production Add-On entitlement adds one IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Non-Production instance to allow an additional 30 users to access such instance.

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

3. IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Configuration Limitation

IBM SaaS customers cannot access or change configuration parameters below the application layer, such as database or middleware configurations. IBM SaaS is configurable at the application layer using the IBM TRIRIGA Application Builder tools included with the IBM SaaS or by creating integrations using the IBM TRIRIGA Connector for Business Application tools included with the IBM SaaS.

IBM SaaS utilizes a continuous delivery model, with different rules for platform and technology updates and for application updates. Platform and technology updates are performed by IBM periodically and at IBM's sole discretion for all IBM SaaS customers. When applied, application updates will override a customer's application configurations with IBM SaaS as-shipped application functionality. However, application updates will not be applied for IBM SaaS customers who do not specifically select the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Setup for As-Shipped Applications or for IBM SaaS Customers who select the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) On-Demand Setup for Fully Configurable Applications.

Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) and is applicable if specified in Customer’s Proof of Entitlement (PoE) or Transaction Document:

The version of this SLA that is current at the commencement or renewal of the term of Customer’s subscription will apply. Customer understands that the SLA does not constitute a warranty to you.

1. Definitions

“**Authorized Contact**” – means the individual you have specified to IBM who is authorized to submit Claims under this SLA.

“**Availability Credit**” – means the remedy IBM will provide for a validated Claim. The Availability Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the Service.

“**Claim**” – means a claim submitted by your Authorized Contact to IBM pursuant to this SLA that a Service Level has not been met during a Contracted Month.

“**Contracted Month**” – means each full month during the term of the Service measured from 12:00 a.m. Eastern US time on the first day of the month through 11:59 p.m. Eastern US time on the last day of the month.

“**Customer**” – means an entity subscribing for the Service directly from IBM, which has entitlement for use of the Service at the time of submitting a Claim, and which is not in default of any material obligations, including payment obligations, under its contract with IBM for the Service.

“**Downtime**” – means a period of time during which production system processing for the Service has stopped and all of your users are unable to use all aspects of the Service for which they have appropriate permissions. By way of clarification, there is no “Downtime” if any user can use any aspect of the Service for which they have appropriate permissions. Downtime does not include the period of time when the Service is not available as a result of:

- Planned System Downtime
- Force Majeure.
- Problems with Customer or third party applications, integrations, equipment or data.
- Customer or third party acts or omissions (including anyone gaining access to the Service by means of your passwords or equipment).
- Failure to adhere to required system configurations and supported platforms for accessing the Service.
- IBM’s compliance with any designs, specifications, or instructions provided by Client or a third party on Customer’s behalf.

“**Event**” – means a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level.

“**Force Majeure**” – means acts of God, terrorism, labor action, fire, flood, earthquake, riot, war, governmental acts, orders or restrictions, viruses, denial of service attacks and other malicious conduct, utility and network connectivity failures, or any other cause of Service unavailability that was outside IBM’s reasonable control.

“**Planned System Downtime**” – means a scheduled outage of the Service for the purpose of service maintenance or system updates, such as but not limited to, when a release, patch or hot fix is applied.

“**Service Level**” – means the standard set forth below by which IBM measures the level of service it provides in this SLA.

“**Service**” – means the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) production instance to which this SLA applies, as shown on the first page of this Service Description. This SLA applies to each Service individually and not in combination.

2. Availability Credits

In order to be eligible to submit a Claim you must have logged a support ticket for each Event with the IBM customer support help desk for the applicable Service, in accordance with IBM procedure for reporting Severity 1 support issues. You must provide all necessary detailed information about the Event, including the time you were first impacted by the Event, and reasonably assist IBM with the diagnosis and resolution of the Event to the extent required for Severity 1 support tickets. Such ticket must be logged within twenty-four (24) hours of your first becoming aware that the Event has impacted your use of the Service.

Your Authorized Contact must submit your Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month which is the subject of the Claim.

Your Authorized Contact must provide to IBM all reasonable details regarding the Claim, including but not limited to, detailed descriptions of all relevant Events and the Service Level claimed not to have been met.

IBM will measure internally total combined Downtime during each Contracted Month. Availability Credits will be based on the duration of the Downtime measured from the time you report that you were first impacted by the Downtime. For each valid Claim, IBM will apply the highest applicable Availability Credit corresponding to the total combined availability during each Contracted Month, based on the table below. IBM will not be liable for multiple Availability Credits for the same Event in the same Contracted Month.

For Bundled Services (individual Services packaged and sold together for a single combined price), the Availability Credit will be calculated based on the single combined monthly price for the Bundled Services, and not the monthly subscription fee for each individual Services. You may only submit Claims related to one individual Service in a bundle in any Contracted Month, and IBM will not be liable for Availability Credits with respect to more than one Service in a bundle in any Contracted Month.

The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed 10 percent (10%) of one twelfth (1/12th) of the annual charge paid by you to IBM for the Service.

IBM will use its reasonable judgment to validate Claims based on information available in IBM's records, which will prevail in the event of a conflict with data in your records.

THE AVAILABILITY CREDITS PROVIDED TO YOU IN ACCORDANCE WITH THIS SLA ARE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM.

3. Service Levels

Availability of Service during a Contracted Month

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee for Contracted Month which is the subject of a Claim)
Less than 99.8%	2%
Less than 98.8%	5%
Less than 95.0%	10%

"Availability" percentage is calculated as: (a) the total number of minutes in a Contracted Month, minus (b) the total number of minutes of Downtime in a Contracted Month, divided by (c) the total number of minutes in a Contracted Month, with the resulting fraction expressed as a percentage.

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-left: 0;"/> 43,200 total minutes in a 30 day Contracted Month	= 2% Availability Credit for 99.0% availability during the Contracted Month
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4. Exclusions

This SLA is made available only to IBM Customers. This SLA does not apply to the following:

- Beta and trial Services.
- Non-production instances, including but not limited to test, disaster recovery, training, Q&A, or development.

- Claims made by an IBM Customer's users, guests, and participants of the Service.
- Services, programs, enabling software or agents running on client systems or third party-provided systems
- If you have breached any material obligations under the Terms of Use, Acceptable Use Policy or your contract for the Service, including without limitation, breach of any payment obligations.