



# 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/sladb.nsf/sla/tou-gen-terms/](http://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 Facilities and Real Estate Management on Cloud (TRIRIGA) Self Service User
- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Approvals and Reporting User
- 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) Anywhere 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
- IBM Facilities and Real Estate Management on Cloud Flex Enterprise User (TRIRIGA)
- IBM Facilities and Real Estate Management on Cloud Flex Occasional User (TRIRIGA)
- IBM Facilities and Real Estate Management on Cloud Flex Development Environment (TRIRIGA)

### 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: 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 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: via a multiplexing program, device, or application server) through any means during the measurement period specified in Client's Proof of Entitlement (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 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

An initial one-time set up fee applies at the rate and billing term 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 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, as set forth in the Transaction Document.

## 4. On-Demand Set-up Services

### 4.1 IBM Facilities and Real Estate Management on Cloud (TRIRIGA) for As-Shipped Applications On-Demand Setup

This set-up service establishes the IBM SaaS in which IBM will maintain the environment and apply platform, technology and application updates as required, at IBM's discretion, for all IBM SaaS Clients.

### 4.2 IBM Facilities and Real Estate Management on Cloud (TRIRIGA) for Fully Configurable Applications On-Demand Set-up

This set-up service establishes the IBM SaaS for a Client maintained platform environment. Client is responsible for applying application updates to the IBM SaaS and must do so according to instructions provided with the applicable update.

## 5. 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.

## 6. Technical Support

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

| Severity | Severity Definition   | Response Time Objectives | Response Time Coverage |
|----------|---|--------------------------|------------------------|
| 1        | <b>Critical business impact/service down:</b> 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        | <b>Significant business impact:</b> 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        | <b>Minor business impact:</b> 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        | <b>Minimal business impact:</b> An inquiry or non-technical request   | Within 1 business day    | M-F business hours     |

## 7. IBM SaaS Offering Additional Terms

### 7.1 Non-Production Limitation

If the IBM SaaS is designated as "Non-Production" or "Development Environment", 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 Facilities and Real Estate Management on Cloud (TRIRIGA)

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 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 Client adds capacity to an IBM Facilities and Real Estate Management on Cloud (TRIRIGA) 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

Client must be entitled to the IBM Facilities and Real Estate Management on Cloud Flex Enterprise User (TRIRIGA) to obtain entitlements to IBM Facilities and Real Estate Management on Cloud Flex Development Environment (TRIRIGA), which is a Non-Production Instance(s) of the IBM SaaS. With IBM Facilities and Real Estate Management on Cloud Flex Development Environment (TRIRIGA), up to 5 users are provided remote access with an enhanced level of control in the environment.

## **7.2 IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Products Limitation**

All entitled users of IBM Facilities and Real Estate Management on Cloud Flex (TRIRIGA) must also have an entitlement of the same user type to IBM Facilities and Real Estate Management on Cloud (TRIRIGA).

All entitled users of the following products must also have an entitlement of the same user type to IBM Facilities and Real Estate Management on Cloud (TRIRIGA).

- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Non Production Capacity Add-on
- IBM Facilities and Real Estate Management on Cloud Flex Development Environment (TRIRIGA)

## **7.3 Cookies**

Client is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS collect 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. .

## **7.4 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.

## **7.5 IBM Facilities and Real Estate Management on Cloud Flex (TRIRIGA) Entitlement Requirements**

- All entitled users of IBM Facilities and Real Estate Management on Cloud Flex Enterprise User (TRIRIGA) must be covered by an entitlement to the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise User
- All entitled users of IBM Facilities and Real Estate Management on Cloud Flex Occasional User (TRIRIGA) must be covered by an entitlement to the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Occasional User

## **7.6 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 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, input timecards, respond to bid requests, respond to emails with offline forms (up to 25), search locations, people, and assets. Client 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) Anywhere User:** Create and access work tasks from a mobile device using the IBM TRIRIGA Anywhere mobile application. Client 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) Anywhere 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. Client 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, Anywhere, and Approvals and Reporting users. Client 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.

- e. **IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise User:** Authorized Users may participate in all implemented business processes and administrative functions. Concurrent Users may participate in all implemented business processes and administrative functions with the exception of self-service reservations, offline, and application builder tools.

## **2. Optional Services**

### **2.1 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.

### **2.2 IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Non-Production Capacity Add-On**

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 Client 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.

### **2.3 IBM Facilities and Real Estate Management on Cloud Flex (TRIRIGA) Offerings**

IBM Facilities and Real Estate Management on Cloud Flex Enterprise User (TRIRIGA) and IBM Facilities and Real Estate Management on Cloud Flex Occasional User (TRIRIGA) are optional add-ons which offer Client customization within the IBM SaaS environments and additional support to manage IBM Facilities and Real Estate Management on Cloud (TRIRIGA).

### **2.4 IBM Facilities and Real Estate Management on Cloud Flex Development Environment (TRIRIGA)**

IBM Facilities and Real Estate Management on Cloud Flex Development Environment (TRIRIGA) provides Client with a Non-Production instance and enhanced access for development purposes.

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

IBM SaaS Clients 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 Clients. When applied, application updates will override a Client's application configurations with IBM SaaS as-shipped application functionality. However, application updates will not be applied for IBM SaaS Clients who do not specifically select the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Setup for As-Shipped Applications or for IBM SaaS Clients who select the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) On-Demand Setup for Fully Configurable Applications.

## **4. 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 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.

**2. Service Levels**

Availability of the IBM SaaS during a contracted month

| <b>Availability during a contracted month</b> | <b>Compensation<br/>(% of monthly subscription fee* for contracted month that is the subject of a claim)</b> |
|---|--|
| <99.8%  | 2%   |
| <98.8%  | 5%   |
| <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: 475 minutes total Downtime during contracted month

|   |   |
|---|---|
| 43,200 total minutes in a 30 day contracted month<br>– 475 minutes Downtime<br>= 42,725 minutes | = 2% Availability credit for<br>98.9% availability during the<br>contracted month |
| <hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes                                  |   |