



# IBM Terms of Use – SaaS Specific Offering Terms

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## IBM BigInsights on Cloud

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 BigInsights on Cloud Small Data Node
- IBM BigInsights on Cloud Medium Data Node
- IBM BigInsights on Cloud Large Data Node
- IBM BigInsights on Cloud Small Management Node
- IBM BigInsights on Cloud Medium Management Node
- IBM BigInsights on Cloud Large Management Node

### 2. Charge Metrics

The IBM SaaS is sold under the following charge metric(s) 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

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

### 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 is provided for the IBM SaaS offering during the Subscription Period. Such technical support is included with the IBM SaaS and is not available as a separate offering.

Support requests should be raised through the Bluemix support portal. Support related to access to the Bluemix portal or billing is available by sending an email to the following email ids:

id@bluemix.net

billing@bluemix.net

### Hours of Operation

2:00 a.m. – 8:00 p.m. Eastern Standard Time zone, U.S., Monday – Friday (excluding US holidays)

### After Hours Support

After Hours Support (outside of the regular operating hours stated above) is available only for Severity 1 issues on business days, weekends, and holidays. Severity 1 issues require that Customer is available to help IBM diagnose issues during the 24X7 period otherwise the issue is downgraded to Severity 2.

### Severity Examples

Below are some common examples of support issues and suggested severity levels. These examples are general guidelines for informational purposes only.

Severity	Examples
Severity 1	<ul style="list-style-type: none"><li>Your application is not accessible by your clients</li><li>Data corruption</li></ul>
Severity 2	<ul style="list-style-type: none"><li>Application errors impacting multiple users</li><li>Individual user cannot log in</li></ul>
Severity 3	<ul style="list-style-type: none"><li>General Issues</li><li>Application errors or problems impacting individual users</li></ul>
Severity 4	<ul style="list-style-type: none"><li>Minor application issues</li><li>"How to" questions</li><li>Enhancements</li></ul>

## 6. IBM SaaS Offering Additional Terms

### 6.1 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.

### 6.2 Twitter Data

#### 6.2.1 Definitions

"Analysis Report" means the results or output created by Customer's applications on the IBM SaaS from the process of analyzing and deriving information from the Twitter Content. Such results may not contain Twitter Content, but may contain content that is duplicative to that in the Twitter Content, such as search terms and references to the subject matter of the Tweets.

"Tweet ID" means the unique identification number generated by Twitter for each Tweet.

“Tweets” means a public posting with a text body of no more than 140 characters made by any end user of the Twitter service “Twitter Content” means Tweets and Tweet IDs, Twitter end user public profile information, and any derivative works thereof.

#### **6.2.2 Access and Use of Twitter Content**

The IBM SaaS provides a means for Customer to select and access Twitter Content for Customer’s use solely within the IBM SaaS. Twitter Content is neither owned nor controlled by IBM. Twitter Content may include materials that are illegal, inaccurate, misleading, indecent, or otherwise objectionable. IBM or its suppliers have no obligation to review, filter, verify, edit or remove any Twitter Content. However, IBM or its suppliers may, at their sole discretion, do so. Customer agrees, upon IBM’s request, to promptly delete or modify any Tweet that may be stored on the IBM SaaS.

#### **6.2.3 Volume of Twitter Data**

If Customer has acquired entitlements to a IBM SaaS configuration that includes a minimum of fifteen (15) nodes as part of the IBM SaaS, then Customer may be given access to Twitter Content.

#### **6.2.4 Restrictions on Twitter Content**

Customer shall not:

- a. Use Twitter Content in violation of any applicable law including but not limited to privacy laws or for any unauthorized or improper purposes.
- b. Download or remove Twitter Content from the IBM SaaS. However, Analysis Reports may be downloaded or removed from the IBM SaaS.
- c. Make available to any third party any Twitter Content included in the IBM SaaS.
- d. Use the Twitter Content for any other purpose except for the limited purpose allowed for in the IBM SaaS.
- e. Aggregate, cache, or store location data or geographic information contained in the Twitter Content separately from the Tweet to which it is associated, or use the location data or geographic data included in the Twitter Content for any reason except to identify the location tagged in the Tweet.
- f. Comingle Twitter Content with other data, unless the Twitter Content will always be clearly attributable to Twitter.
- g. Use Twitter Content provided as part of the IBM SaaS to perform analysis on a small group of individuals or a single individual for any unlawful or discriminatory purpose.
- h. Display the Twitter Content that you receive access to as a part of IBM SaaS.
- i. Use the Twitter Content or analysis therefrom in the IBM SaaS as part of an advertising network.
- j. Use the Twitter Content for the purpose of performing analysis that is a regularly-produced, time-based series of measurements made using the same, or similar, methodologies for the purpose of comparing television program performance over time, or against a defined set or subset of other television programs.
- k. Use any aggregate Twitter user metrics, such as number of users or accounts, obtained while accessing and using the Twitter Content as part of the IBM SaaS for any purpose.

#### **6.2.5 Termination by IBM**

Customer’s access and use of the Twitter Content shall cease upon termination of the IBM SaaS. Notwithstanding the foregoing, in addition to the rights of suspension and termination in the Agreement, IBM may cease providing access to the Twitter Content at any time without notice and without the obligation to provide Customer a refund, credit, or other compensation.

#### **6.2.6 Warranty and Indemnification Disclaimer for Twitter Content**

NOTWITHSTANDING THE WARRANTY SET FORTH IN THE AGREEMENT, THE TWITTER CONTENT IS PROVIDED SOLELY “AS IS”, “AS AVAILABLE” WITH ALL FAULTS, AND CUSTOMER’S USE OF THE TWITTER CONTENT IS AT ITS SOLE RISK. IBM DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THE TWITTER CONTENT. IBM DOES NOT WARRANT THAT THE ACCESS TO THE TWITTER CONTENT WILL BE UNINTERRUPTED, OR ERROR-FREE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN

SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS SUCH LAW PROVIDES OTHERWISE).

ANY OBLIGATION FOR IBM TO INDEMNIFY CUSTOMER UNDER THE AGREEMENT DOES NOT APPLY IN ANY WAY TO CUSTOMER'S ACCESS AND USE OF THE TWITTER CONTENT.

### **6.2.7 Government Use**

The Twitter Content is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the Twitter Content by any government entity is prohibited, except as expressly permitted by the terms of this ToU. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. If you use the Twitter Content in your's official capacity as an employee or representative of a U.S., state or local government entity and you are legally unable to accept the jurisdiction, venue or other clauses herein, then those clauses do not apply to such entity, but only to the extent as required by applicable law. Contractor/manufacturer is Twitter, Inc. 1355 Market Street, Suite 900, San Francisco, California 94103

### **6.3 Customer's Obligation**

Customer is responsible for:

- a. actively monitoring and reporting, as specified in Section 5 (Technical Support) above, any issues encountered with the IBM SaaS.
- b. maintaining the software platform (i.e. BigInsights and the operating system) to its security standards.
- c. maintaining the software firewall on internet facing servers in a manner that will provide the required protection it chooses.
- d. issues resulting from not installing BigInsights patches in a timely manner, or not keeping the operating system or other software current.
- e. developing, as necessary or required, programs and applications on the BigInsights software to analyze data and obtain insights from it. Customer is also responsible for the quality and performance of such programs or applications developed.
- f. providing access for members of their organization to the IBM SaaS by sharing the URL, username and password available after the IBM SaaS cluster is provisioned.
- g. ensuring continuity, compatibility and performance of the IBM SaaS platform after installing permissible software (including any open source packages), and upgrading BigInsights or the operating system.

Customer may:

- only install and run software on the IBM SaaS which is required to perform or support analysis of data through the pre-installed BigInsights software. Customer is prohibited from installing or using any other software of any kind on the IBM SaaS.
- install additional open source packages for use with the IBM SaaS on the nodes. IBM is not obligated to support these packages and is not responsible for impacts to the performance of the IBM SaaS (i.e. BigInsights, the operating system, or the hardware platform as a whole) due to these additional packages.

### Appendix A

IBM BigInsights on Cloud provides pre-installed baremetal servers with BigInsights software ready to use. The BigInsights software pre-installed on the servers will contain the following features:

- IBM certified base Hadoop components
- Management console
- Development tools
- Big SQL
- BigSheets
- Text analytics
- Big R

IBM BigInsights on Cloud provides data nodes and management node configurations. Both types of nodes are required for every cluster.

- a. Data nodes will hold data to be analyzed and run the programs developed by the Customer to analyze the data. The data (with the exception of any data IBM may, but is not committed to, provide, as part of the IBM SaaS in the future (e.g., Twitter data)) and permitted software, programs and applications (see the Section entitled "Customer Obligations") will be provided by Customer.
- b. Management nodes are comprised of services (like NameNode, Job Tracker, Management console, HBase Master etc), which help in managing and monitoring service on all the data nodes (like datanode, Hbase region, task tracker etc)

IBM BigInsights on Cloud is offered based on the configuration that best meets the Customer's needs. The available configurations of the nodes are:

- Small data node – 2 x 8 cores 2650 v2 Sandy bridge, 64 GB RAM, 16 TB (OS disks), 20 TB (internal storage disks)
- Small management node – 2 x 8 cores 2650 v2 Sandy bridge, 64 GB RAM, 16 TB (OS disks)
- Medium data node – 2 x 8 cores 2650 v2 Sandy bridge, 128 GB RAM, 16 TB (OS disks), 28 TB (internal storage disks)
- Medium management node – 2 x 8 cores 2650 v2 Sandy bridge, 128 GB RAM, 16 TB (OS disks)
- Large data node – 2 x 8 cores 2690 v2 Sandy bridge, 192 GB RAM, 16 TB (OS disks), 32 TB (internal storage disks)
- Large management node – 2 x 8 cores 2690 v2 Sandy bridge, 192 GB RAM, 16 TB (OS disks)