



IBM Terms of Use – SaaS Specific Offering Terms

IBM Cognos Controller 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/.

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 Cognos Controller User on Cloud
- IBM Cognos Controller Jump Start on Cloud
- IBM Cognos Controller Additional Non-Production Instance

2. Charge Metrics

The IBM SaaS is sold under one of 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.
- b. 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.
- c. Engagement is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the IBM SaaS. Sufficient entitlements must be obtained to cover each Engagement.

3. Charges and Billing

The amount payable for the IBM SaaS is specified in a Transaction Document.

3.1 Set-Up

Set-up charges will be 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.

3.4 On Demand Charges

On-Demand options will be invoiced in the month the on-demand option is ordered by Customer at the rate set forth in the Transaction Document.

4. Remote Services

IBM Cognos Controller Jump Start on Cloud remote service includes up to 80 hours of coaching and assistance including facilitated identification of an initial IBM Cognos Controller on Cloud (CCoC) use

case, coaching on project planning and initiation of IBM CCoC implementation, coaching on proven practices for creating IBM CCoC reports, and coaching on maintenance and administration of IBM CCoC. Services are purchased per Engagement and expire 90 days from purchase regardless of whether all hours have been used.

5. 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:

5.1 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.

5.2 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.

5.3 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.

6. Technical Support

Technical support is provided during the Subscription Period and is not available as a separate offering. Any enhancements, updates, and other materials provided by IBM as part of any such technical support are considered to be part of the IBM SaaS and therefore governed by this ToU.

IBM will make available the IBM Software as a Service Support Handbook which provides technical support information and processes for the IBM SaaS.

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

7. IBM SaaS Offering Additional Terms

7.1 Base Offering

Each IBM SaaS includes one production instance, one non-production instance, and up to three years of data history.

7.2 User Roles

IBM Cognos Controller is financial consolidation software that supports the close, consolidate and report process. The offering allows users to deliver financial results, create financial and management reports, and provides an enterprise view of key financial ratios and metrics.

IBM Cognos Controller User on Cloud can consolidate, report against, and administer the system.

For the purposes of the IBM SaaS, Customer may provide access to users outside of Customer's Enterprise. Such users shall be deemed to be IBM SaaS Users and be entitled appropriately. Customer remains responsible for ensuring the compliance of these terms by the IBM SaaS Users.

7.3 Non-Production Limitation

If the IBM SaaS is designated as "Non-Production", the IBM SaaS can only be used as part of the Customer's non-production activities, including but not limited to testing, performance tuning, fault diagnosis, benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the IBM SaaS using published application programming interfaces.

7.4 Minimum Requirements

Customer is required to have a minimum entitlement to 25 (twenty-five) IBM Cognos Controller User on Cloud.

7.5 Compliance Management Programs

IBM SaaS can be used to help Customer meet compliance obligations, which may be based on laws, regulations, standards or practices. Any directions, suggested usage, or guidance provided by IBM SaaS does not constitute legal, accounting, or other professional advice, and Customer is cautioned to obtain its own legal or other expert counsel. Customer is solely responsible for ensuring that Customer and Customer's activities, applications and systems comply with all applicable laws, regulations, standards and practices. Use of IBM SaaS does not guarantee compliance with any law, regulation, standard or practice.

7.6 Third Party Site and Services

If Customer 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, Customer and the IBM User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Customer 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.

7.7 Prohibited Uses

The following uses are prohibited by Microsoft:

No High Risk Use: Customer may not use the IBM SaaS in any application or situation where the IBM SaaS failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of IBM SaaS for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These noncontrolling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

7.8 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..

7.9 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

IBM Cognos Controller is financial consolidation software that supports the close, consolidate and report process. The offering allows users to deliver financial results, create financial and management reports, and provides an enterprise view of key financial ratios and metrics.

1. IBM SaaS includes the following:

1.1 Disaster Recovery

In the event the IBM SaaS is not available because of a catastrophic event or cause beyond IBM's control, IBM will work to restore Customer's access to the IBM SaaS as follows:

IBM shall provide the hardware, software and network infrastructure in IBM's data-center network that will enable Customer to resume access to the IBM SaaS within 14 days..

The environment will be restored using the most recent Content backup, as described below, with no more than 24 hours of Content loss of the restored Content data set.

1.2 Content Backup

The IBM SaaS includes Content backup of the shared folder space only. Backups are taken daily locally and replicated to another database in a separate data center, in the event of a catastrophic event or cause beyond IBM's control in the primary location. IBM retains backups on a rolling basis: Every 7 days, a full database backup is taken and each subsequent day within the week a comparative differential backup is taken. IBM will retain the last 7 days of daily differential backups and the previous 4 full backups (covering a span of 28 days of activity). As a new full backup is created, the oldest version is discarded. Backups are encrypted at rest on a disk-based backup system and during transmission to the offsite location.

2. Items for Which IBM May Be Liable for Disaster Recovery Services and Backup Services

Circumstances may arise where, because of a default on IBM's part of its obligations under the Disaster Recovery and Content Backup services set forth above, Customer is entitled to recover damages from IBM. Regardless of the basis on which Customer is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), the amount of IBM's liability for all claims in the aggregate arising from or related to the breach of IBM's obligation for Disaster Recovery and Content Backup services shall be included in the liability amount set forth in the Agreement. Damages for bodily injury (including death) and damage to real property and tangible personal property for which IBM is legally liable are not subject to a cap on the amount of damages.

2.1 Items for Which IBM Is Not Liable for Disaster Recovery Services and Backup Services

UNDER NO CIRCUMSTANCES IS IBM, ITS ELIGIBLE PRODUCT DEVELOPERS, OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

- a. SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC, CONSEQUENTIAL DAMAGES; OR
- b. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

3. Additional Terms

Notwithstanding anything to the contrary set forth in the General Terms, the IBM SaaS is intended for the storage and receipt of individual salary information.

Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS 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

- a. "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 IBM SaaS.
- b. "Claim" means a claim Customer submits to IBM that an SLA has not been met during a Contracted Month.
- c. "Contracted Month" means each full month during the term of the IBM SaaS 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.
- d. "Downtime" means a period of time during which production system processing for the IBM SaaS has stopped and Customer’s users are unable to use all aspects of the IBM SaaS for which they have permissions. Downtime does not include the period of time when the IBM SaaS is not available because of:
 - A scheduled or announced maintenance outage;
 - Events or causes beyond IBM’s control (e.g., natural disaster, internet outages, emergency maintenance, etc.);
 - Problems with Customer’s or a third party’s applications, equipment, or data;
 - Customer’s failure to adhere to required system configurations and supported platforms for accessing the IBM SaaS; or
 - IBM’s compliance with any designs, specifications, or instructions provided to IBM by Customer or a third party on Customer’s behalf.
- e. "Event" means a circumstance or set of circumstances taken together, resulting in a failure to meet an SLA.

2. Availability Credits

- a. To submit a Claim, Customer must log a Severity 1 support ticket for each Event with the IBM technical support help desk, within 24 hours of Customer first becoming aware that the Event has impacted Customer’s use of the IBM SaaS.. Customer must provide all necessary information about the Event and reasonably assist IBM with the diagnosis and resolution of the Event.
- b. Customer must submit the Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month in which the Claim arose.
- c. Availability Credits are based on the duration of the Downtime measured from the time Customer reports that Customer was first impacted by the Downtime. For each valid Claim, IBM will apply the highest applicable Availability Credit based on the achieved SLA during each Contracted Month, as shown in the table below. IBM will not be liable for multiple Availability Credits for the same Event in the same Contracted Month.
- d. For Bundled Service (individual IBM SaaS 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 Service, and not the monthly subscription fee for each individual IBM SaaS. Customer may only submit Claims relating to one individual IBM SaaS in a bundle in any Contracted Month, and IBM will not be liable for Availability Credits with respect to more than one IBM SaaS in a bundle in any Contracted Month.

- e. If Customer purchased the IBM SaaS from a valid IBM reseller in a remarketing transaction in which IBM maintains primary responsibility for fulfilling the IBM SaaS and SLA commitments, the Availability Credit will be based on the then-current Relationship Suggested Value Price (RSVP) for the IBM SaaS in effect for the Contracted Month which is the subject of a Claim, discounted at a rate of 50%.
- f. The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed ten percent (10%) of one twelfth (1/12th) of the annual charge paid by Customer to IBM for the IBM SaaS.

3. Service Levels

Availability of the IBM SaaS during a Contracted Month is as follows:

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee for Contracted Month which is the subject of a Claim)
99% - 99.75%	2%
95% - 98.99%	5%
Less than 95.0%	10%

Availability, expressed as a 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.

Example: 476 minutes total Downtime during Contracted Month

43,200 total minutes in a 30 day Contracted Month -- 476 minutes Downtime = 42,724 minutes <hr/> 43,200 total minutes in a 30 day Contracted Month	= 5% Availability Credit for 98.9% 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 environments, including but not limited to, test, disaster recovery, quality assurance, or development.
- Claims made by Customer's users, guests, participants and permitted invitees of the IBM SaaS.