IBM Terms of Use – SaaS Specific Offering Terms

IBM

IBM Watson Analytics

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, 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 Watson Analytics Personal Edition

2. Charge Metrics

The IBM SaaS is sold under one of the following charge metric(s) as specified in the Transaction Document:

● 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 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.

3. Charges and Billing

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

3.1 Partial Month Charges

The partial month charge is a pro-rated daily rate that will be charged to Customer. The partial month charges are calculated based on the remaining days of the partial month starting on the date Customer is notified by IBM that their access to the IBM SaaS is available.

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

During the Subscription Period and after IBM notifies Customer that access to the IBM SaaS is available, technical support for the IBM SaaS is provided via email, online forums, and an online problem reporting system. 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. Technical support is included with the IBM SaaS and is not available as a separate offering.

More information about hours of availability, email addresses, online problem reporting systems, and other technical support communication vehicles and processes are described in the IBM Software as a Service Support Handbook.

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   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..

6.2   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.

6.3   Destruction of Content

IBM will destroy Customer's data or content upon the expiration or cancellation of the IBM SaaS, or earlier upon Customer's request.

Appendix A

1.   IBM Watson Analytics

IBM Watson Analytics delivers a unified analytics experience on the cloud and helps users focus on the drivers that impact their business. By automating the steps of data access and predictive analysis, the IBM SaaS identifies and explains hidden patterns and relationships to accelerate understanding of why things happened.

The IBM SaaS offering includes the following capabilities:

● *Engaging User Experience* – presentation of data and insights in a format which allows users to understand and interact with their data..

● *Data Discovery*–visually explore and interact with data to find patterns and derive insights.

● *Guided Analytic Discovery*– embedded predictive analytics that automatically performs statistical correlations and key driver analysis

● *Natural Language Dialogue*– Interact with data through a keyword-driven English language interface using familiar business terms

● *Mobile First*– optimized for tablet devices for analysis on-the-go.

● *Data Access* – automatically accesses and then uniquely scores the readiness of your data for analysis, highlighting potential data issues that could compromise results.

IBM Watson Analytics Personal Edition is a single-user environment that includes the following capabilities:

● Load .xls, xlsx or csv files containing no more than 1,000,000 rows and 256 columns.

● Total Storage of 2GB. Data storage includes source files loaded into the cloud environment and content created within the application.

● Export to PPT file format

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)
99.0-99.75 %	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: 50 minutes total Downtime during Contracted Month

43,200 total minutes in a 30 day Contracted Month -- 500 minutes Downtime = 42,700 minutes _____ 43,200 total minutes	= 5% Availability Credit for 98.8% Achieved Service Level during the Contracted Month

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.