



IBM Terms of Use – SaaS Specific Offering Terms

IBM dashDB Enterprise

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 or the IBM International Passport Advantage Express Agreement, 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 dashDB Enterprise 64 Virtual Machine

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 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

Technical support for the IBM SaaS is available three ways:

5.1 Free Support

All customers of the IBM SaaS are provided Free Support. A consumer of resources provided by the platform can go to the DeveloperWorks Forum (<https://developer.ibm.com/bluemix>) and post a question about any item found in the the IBM SaaS. Questions posted to the forum are not provided a service level agreement for response or a commitment to fix. Free Support does not entitle access to our Support Ticket System. All questions or issues are addressed in the Forum.

5.2 Standard Support

Standard Support Customers can open tickets in IBM's Support Ticketing System. IBM's dedicated support team will triage the ticket based on the initial severity defined by the Customer.

All tickets opened by Standard Support Customers are investigated with the purpose of identifying root cause. When problem diagnostic data is needed to isolate an issue, Customer will be asked for approval to access logs and other problem determination data from Customer's application to help determine root cause. Not providing access to this data may delay problem resolution. Once root cause analysis is complete, the team will take one of the following actions:

a. Root cause is in the IBM SaaS

If a ticket is opened and the root cause analysis determined that this is a defect in the IBM SaaS, the ticket will be provided attention based on the severity set by the Customer.

b. Root cause is in a Third Party Service

Third party services are provided by vendors outside of IBM. They can be provided by individual software entities, partners or ISVs. If a ticket is opened and the root cause analysis determines there is a defect in a Third Party Service, then IBM is not obligated to provide a fix

c. Root cause is in an Open Source or Community Service

Open Source or Community services are provided by open source communities outside of IBM. If a ticket is opened and the root cause analysis determines there is a defect in a Community Service, then IBM is not obligated to provide a fix. Additionally, IBM will close the ticket and refer the customer to the community or forum for support.

5.3 Technical Support Details

Support Hours of Operation are as follows:

8:00 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 the client will be available to help us diagnose issues during the 24X7 period otherwise, they are downgraded to Severity 2.

To get assistance, use any of these methods:

- From the dashDB console, click the Bluemix Support link under Help menu. This takes you to the support web portal.
- Access the support web portal directly at <https://support.ibmcloud.com>.
- Email support@bluemix.net (include "5377#ticket" in the subject line, where ticket is the ticket number).

Customer defines the severity of the issue based on their business needs.

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.



Appendix A

IBM dashDB Enterprise is a managed service which assists in the development of online analytical application processing. The service includes a database that stores user data in a structured format. This database can be accessed and modeled according to the user's requirements through the service's console. The service's console allows users to create tables, load data into the tables and query the data loaded by the user. Tools and environments to help develop, store and share analytical reports are included with the service. The service includes samples and documentation to help create the online analytical applications.