



# IBM Terms of Use – SaaS Specific Offering Terms

## IBM Cognos Analytics 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/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 Cognos Analytics Workgroup on Cloud
- IBM Cognos Analytics Workgroup Non-Production Instance on Cloud
- IBM Cognos Analytics Standard On Cloud
- IBM Cognos Analytics Enterprise on Cloud
- IBM Cognos Analytics Jump Start Service on Cloud
- IBM Cognos Analytics on Cloud Throughput Capacity
- IBM Cognos Analytics on Cloud Additional Storage

### 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 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. 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 PoE or Transaction Document.
- c. Gigabyte is a unit of measure by which the IBM SaaS can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the IBM SaaS during the measurement period specified in Client's PoE or Transaction Document.
- d. 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 Partial Month Charges

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

#### 3.2 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. Remote Services

The IBM Cognos Analytics Jump Start on Cloud remote service is purchased on a per Engagement basis and will be billed at the rate specified in the Transaction Document. The remote service is only available to Clients with entitlements to IBM Cognos Analytics Standard on Cloud and/or IBM Analytics Enterprise on Cloud. The remote service includes up to 50 hours of coaching and assistance including facilitated identification of an initial IBM Cognos Analytics on Cloud use case, coaching on the IBM Business Analytics Solution Implementation Methodology (BASIM) for Cognos Analytics, guidance on proven practices for IBM Cognos Analytics reports, dashboards, and modeling, assistance connecting to an existing supported data source, and guidance on administration of IBM Cognos Analytics. Any services not described above are outside the scope of the offering. The remote service must be used within 90 days of provisioning.

## 5. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service 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 Cloud Service will automatically renew for the term specified in the PoE.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90 day period.

## 6. Technical Support

During the Subscription Period, technical support is provided for the IBM SaaS as set forth at [http://www-01.ibm.com/software/support/acceleratedvalue/SaaS\\_Handbook\\_V18.pdf](http://www-01.ibm.com/software/support/acceleratedvalue/SaaS_Handbook_V18.pdf) or a subsequent URL provided by IBM. Technical support is included with the IBM SaaS and is not available as a separate offering.

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 feature or function is severely restricted in its use or Client is 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 presenting 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 Account Creation and Access

Client is responsible for ensuring that each IBM SaaS User protects their account identification and password and controls who may access an IBM SaaS User Account or use any IBM SaaS on Client's behalf.

## **7.2 Cookies**

Client is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Client (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 Client. Client 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 Client's employees and contractors to access, update, correct or delete their collected personal information.

## **7.3 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.

## Appendix A

### 1. IBM Cognos Analytics on Cloud

Hosted on IBM SoftLayer, IBM SaaS Clients will access the most current functionality of IBM Cognos Analytics to develop dashboards, interactive reports, custom analysis, ad-hoc queries, create new reports, view scheduled reports and consume active reports via web browser. The IBM SaaS provides interactive OLAP exploration and allows a customer to create and format a wide variety of report types, including lists, cross tabs, charts, and financial statement style. IBM SaaS extends consumption of reports with a broad range of mobile devices including Apple iPhone, Android and tablets.

#### 1.1 IBM Cognos Analytics Workgroup on Cloud

The SaaS provides user access to IBM Cognos Analytics for production use. The SaaS allows for a maximum of 100 GB of storage for user generated content.

#### 1.2 1.3 IBM Cognos Analytics Workgroup Non-Production Instance on Cloud

This IBM SaaS is a one time subscription for a fixed three month term. It provides for non-production use for a maximum of 100 GB of storage for user generated content.

#### 1.3 1.4 IBM Cognos Analytics Standard on Cloud

The SaaS allows for a maximum of 250 GB of storage for user generated content as well as a minimum of three (3) IBM Cognos Analytics Report Servers (Additional Report Servers can be purchased as an add-on). Additionally, the IBM SaaS includes a separate environment with an instance of the IBM SaaS for pre-production use and use of a 10Gbps high-speed Direct Link between SoftLayer and Client's ISP.

#### 1.4 IBM Cognos Analytics Enterprise on Cloud

The SaaS is hosted on bare metal servers and allows for a maximum of 500 GB of storage for user generated content as well as a minimum of five (5) IBM Cognos Analytics Report Servers (Additional Report Servers can be purchased as an add-on). Additionally, the IBM SaaS includes a separate environment with an instance of the IBM SaaS for pre-production use and use of a 10Gbps high-speed Direct Link between SoftLayer and Client's ISP.

#### 1.5 Optional Add-Ons

The following Add-Ons are available to Clients entitled to the IBM Cognos Analytics Standard on Cloud and IBM Cognos Analytics on Cloud offerings only

a. IBM Cognos Analytics On Cloud Throughput Capacity

This optional IBM SaaS provides for the provisioning of one (1) additional IBM Cognos Analytics Report Server component. The IBM Cognos Report Server renders reports, in PDF, HTML, XLS, XML and CSV.

b. IBM Cognos Analytics On Cloud Additional Storage

This optional IBM SaaS provides an additional 250 GB of storage for user created content, beyond the maximum defined in the contracted IBM SaaS offering.

## Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS and is applicable if specified in Client’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 Client’s subscription will apply. Client 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 Client 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 Client’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 Client’s or a third party’s applications, equipment, or data;
  - Client’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 Client or a third party on Client’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, Client must log a Severity 1 support ticket for each Event with the IBM technical support help desk, within 24 hours of Client first becoming aware that the Event has impacted Client’s use of the IBM SaaS. Client must provide all necessary information about the Event and reasonably assist IBM with the diagnosis and resolution of the Event.
- b. Client 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 Client reports that Client 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. Client 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 Client 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 Client to IBM for the IBM SaaS.

**3. Service Levels**

Availability of the IBM SaaS during a Contracted Month is described for each applicable offering.

**3.1 IBM Cognos Analytics Workgroup on Cloud**

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee for Contracted Month that is the subject of a Claim)
Less than 95%	2%

**3.2 IBM Cognos Analytics Standard on Cloud**

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

**3.3 IBM Cognos Analytics Enterprise on Cloud**

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee for Contracted Month that is the subject of a Claim)
99.0% - 99.75%	2%
95.0% - 98-99%	5%
Less than 95%	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 style="width: 50%; margin: 10px auto;"/> 43,200 total minutes	= 2% Availability Credit for Standard & 5% Availability Credit for Enterprise for 98.8% availability during the Contracted Month
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**4. Exclusions**

This SLA is made available only to IBM Clients. 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 Client's users, guests, participants and permitted invitees of the IBM SaaS.