



IBM Terms of Use – SaaS Specific Offering Terms

IBM Payments Gateway

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 Payments Gateway
- IBM Payments Gateway API Payment
- IBM Payments Gateway Hosted-Page Payment
- IBM Payments Gateway Advanced API Payment
- IBM Payments Gateway Settlement

2. Charge Metrics

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

- a. Instance - 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. Thousand Events is a unit of measure by which the IBM SaaS can be obtained. Thousand Events entitlements are based on the number of occurrences of a specific event related to the use of the IBM SaaS, measured in packs of one thousand. Thousand Events entitlements are specific to the IBM SaaS and the type of event may not be exchanged, interchanged, or aggregated with other Thousand Events entitlements of another IBM SaaS or type of event. Sufficient entitlements must be obtained to cover every event that occurs during the measurement period specified in a Proof of Entitlement (PoE) or Transaction Document.
 - a. For this IBM SaaS, an Event is defined as a Master Transaction, counted in packs of one thousand. A Master Transaction is a set of instructions initiated from an application external to the program (for example, business banking web channel or manual message entry channel) or triggered by an event in the program (for example, recurring payment or time of day to start bulk processing). The Master Transaction manages the related business activity and logical unit of work including all updates and events associated with the various processing steps and ending when the final instruction is sent to an external application or the processing lifecycle is complete. A Master Transaction will initiate underlying transactions during its processing lifecycle.

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 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.

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 and telephone. 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.	Notification of Customer within 15 minutes.	24x7
2	Significant business impact: A service feature or function is severely restricted in its use or Customer is in jeopardy of missing business deadlines.	Notification of Customer within 15 minutes.	M-F local business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not presenting a critical impact on operations.	No notification required	M-F local business hours
4	Minimal business impact: An inquiry or non-technical request.	No notification required	M-F local business hours

6. IBM SaaS Offering Additional Terms

6.1 Safe Harbor Compliance

IBM abides by the U.S. - EU Safe Harbor Framework as set forth by the United States Department of Commerce regarding the collection, use and retention of information collected from the European Union. For more information about Safe Harbor or to access IBM's certification statement, go to <http://www.export.gov/safeharbor/>.

6.2 Data Privacy

IBM and Customer are each responsible for complying with their respective obligations under the applicable data protection laws governing the personal data (as defined in the applicable data protection laws) that is stored or processed by IBM for Customer under this Agreement ("Customer Data"). By executing this Agreement, Customer appoints IBM as a data Processor of Customer Data. Customer remains solely responsible for determining the purposes and means of IBM's processing of Customer Data under this Agreement, including that such processing in accordance with Customer's instructions will not place IBM in breach of the applicable data protection laws. IBM and Customer each acknowledge that it is not investigating the steps the other is taking to comply with applicable data protection laws. Nothing in this Agreement prevents IBM or Customer from taking the steps it deems necessary to comply with applicable data protection laws. Customer acknowledges it is solely responsible for determining that the security measures specified in this Agreement constitute appropriate technical and organizational measures to protect Customer Data as required by the applicable data protection laws. IBM is not required to perform or adhere to any security measures concerning Customer Data other than those specified in this Agreement and as a Processor of Customer Data; IBM will process Customer Data as specified in this Agreement, and as IBM reasonably considers necessary or appropriate to perform the services. Customer is solely responsible for determining that any transfer by IBM or Customer of Customer Data across a country border under this Agreement complies with the applicable data protection laws.

6.3 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.

6.4 Statement of Security Practices

IT system security involves protecting systems and information through prevention, detection, and response to improper access from within and outside your enterprise. Improper access can result in information being altered, destroyed, or misappropriated or can result in misuse of your systems to attack others. Without a comprehensive approach to security, no IT system or product should be considered completely secure and no single product or security measure can be completely effective in preventing improper access. IBM systems and products are designed to be part of a comprehensive security approach, which will necessarily involve additional operational procedures, and may require other systems, products, or services to be most effective. IBM does not warrant that systems and products are immune from the malicious or illegal conduct of any party.

6.5 Service Level Objectives

Service level objectives are a goal and do not constitute a warranty to a Customer. There is no refund, credit, or remedy available to Customer in the event IBM does not meet the service level objectives.

Service	Objective
Batch Processing Turn-Around-Time	90% of all transaction batches will be processed to completion in less than 60 minutes from receipt
E-Mail Responsiveness	95% of e-mail sent to IBM's shared support mailbox will be answered within 24 business hours
24x7 Help Desk Call Answer Response Time	IBM's 24x7 Help Desk will answer phone calls in less than 60 seconds

Security Management	<ul style="list-style-type: none"> ● IBM's PCI-DSS Level 1 Certification will be renewed at least once per annum ● IBM will remediate High severity security vulnerabilities within 10 days ● IBM will remediate Low severity security vulnerabilities within 30 days
Pre-Production system availability	<ul style="list-style-type: none"> ● Available for Customer testing 24x7 ● Pre-Production system is unattended outside normal Central European work hours ● Pre-Production system incidents will, by default, be handled as severity 3

Appendix A

1. IBM Payments Gateway

IBM Payments Gateway provides connectivity with development, pre-production, and production environments. Functionality includes the following:

- Payment Card Industry (PCI) vault, a storage facility designed to provide security for sensitive payment information
- Payment gateway that performs routing, switching, and processing of payment transactions with third-party processors
- Virtual terminal which is a web tool designed for payment collection in call centers, credit management, and back-office payment operations
- Authentication designed with security features
- Fraud prevention tools
- Report generation capabilities
- Documentation

2. Additional Chargeable Components

Customer must purchase IBM Payments Gateway along with at least one (1) of the following IBM SaaS Payment offerings:

a. IBM Payments Gateway API Payment

Functionality includes:

- Transactions are transmitted through an API that consists of a set of web services designed to facilitate integration with client systems. The API provides a single interface to global payments across banks and processors in a large number of countries and currencies.

b. IBM Payments Gateway Hosted-Page Payment

Functionality includes:

- Transactions are transmitted through the Hosted Payment Page (HPP), a payment collection and wallet management GUI that is designed to be integrated into websites, mobile commerce sites, Smart Phone apps, call center applications, and back-office collection systems. The Hosted Payment Page is designed to be delivered in an HTML inline frame (iframe).

c. IBM Payments Gateway Advanced API Payment

Functionality includes:

- Transactions are transmitted through the JavaScript Object Notation (JSON) interface which is designed to facilitate development of payment functions in native smart phone applications.
- The JSON interface offers a set of payment APIs that are performed using HTTP methods on the related URL, with data delivered in the JSON format.

The following IBM Payments Gateway offering may be optionally purchased:

d. IBM Payments Gateway Settlement

Functionality includes:

- Transactions are transmitted from a seller to a buyer's financial institution that contain payment information to enable transaction settlement to be completed.

Appendix B

IBM provides this Service Level Agreement (SLA) to its Customers subject to the following terms 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 Subscription Period will apply. The SLA is not a warranty.

1. Definitions

- a. "Service Credit" means the compensation IBM will provide for a validated Claim. The Service Credit will be applied in the form of a credit against a future invoice for the IBM SaaS.
- b. "Claim" means a claim Customer submits to IBM that a service level has not been met during a Contracted Month.
- c. "Contracted Month" means each full calendar month during the IBM SaaS Subscription Period measured from 12:00 a.m. GMT on the first day of the month through 11:59 p.m. GMT on the last day of the month.
- d. "Downtime" means a period of time during which production system processing for the IBM SaaS for which Customer is entitled to use is not available. Downtime does not include the period of time when the IBM SaaS is not available as a result of:
 - (1) A scheduled or announced maintenance outage;
 - (2) Events or causes beyond IBM's control (e.g., natural disaster, internet outages, emergency maintenance, etc.);
 - (3) problems with content, equipment, or applications Customer uses with the IBM SaaS or any third party software, hardware, or other technology;
 - (4) Customer's failure to adhere to required system configurations and supported platforms or Customer system administration, commands, or programming errors;
 - (5) Customer's caused security breach or any security testing performed by Customer; or
 - (6) IBM's compliance with any designs, specifications, or instructions that Customer provides to IBM or a third party provides to IBM on Customer's behalf.
- e. "Event" means a circumstance or set of circumstances taken together, resulting in a failure to meet a service level.
- f. "Response Time" means the time that elapses from the moment the CheckoutStartSession and/or CardAuthorize Web Services receive a request at the entry point to IBM's systems until IBM's web service response is sent back to the Customer.

2. Credits

To submit a Claim, Customer must have logged a Severity 1 support ticket (as defined in the Technical Support section) for each Event with the IBM technical support help desk within 24 hours of first becoming aware that the Event has impacted use of the IBM SaaS. Customer must provide all necessary information about the Event and reasonably assist IBM with the diagnosis and resolution.

A Claim for a Service Credit must be submitted within three (3) business days after the end of the Contracted Month in which the Claim arose.

- a. IBM will measure internally total combined Downtime during each Contracted Month applicable to the corresponding service levels shown on the tables below. Credits will be based on the duration of the Downtime measured from the time you report that you were first impacted by the Downtime.
 - If Customer reports Events of Web Services, Hosted Payment Page and Virtual Terminal Downtime occurring simultaneously, IBM will treat the overlapping periods of Downtime as a single period of Downtime, and not as two separate periods of Downtime.
 - If Customer reports Events of CheckoutStartSession and CardAuthorize Web Services Response Time Downtime occurring simultaneously, then IBM will treat the overlapping periods of Response Time Downtime as a single period of Response Time Downtime, and not as two separate periods of Response Time Downtime.

For each valid Claim, IBM will apply the highest applicable Service Credit based on the achieved service level during each Contracted Month, as shown on the tables below. IBM will not be liable for multiple Credits for the same Event(s) in the same Contracted Month.

- b. 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, then the Service 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%.

The total Service Credits awarded with respect to any Contracted Month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the IBM SaaS.

3. Service Levels

3.1 Availability of the IBM SaaS during a Contracted Month

IBM's Web Services, Hosted Payment Page and Virtual Terminal interfaces will be available to the Customer at least 99.95% of the time during a Contracted Month.

Availability Percentage (during a Contracted Month)	Service Credit (% of Monthly Subscription Fee for Contracted Month that is the subject of a Claim)
< 99.95%	2%
< 99.80%	4%
< 99.60%	6%
< 99.30%	8%
< 99.00%	10%

Availability, expressed as a percentage, is calculated as: the total number of minutes in a Contracted Month that IBM's Web Services, Hosted Payment Page and Virtual Terminal are available and responding to Customer's requests divided by the total number of minutes in a Contracted Month multiplied by 100.

3.2 IBM Web Service Response Time during a Contracted Month

IBM offers two Response Time SLAs as follows:

3.2.1 Median IBM Web Service Response Time

The median IBM Response Time for CheckoutStartSession and CardAuthorize Web Services will be less than 100 milliseconds.

The IBM Response Time for a given Web Service, is measured as the elapsed time from when the Web Service request is received at the entry point to IBM's system, until IBM's web service response is sent back to the Customer, minus any time IBM's system has spent waiting for responses from downstream Third Party Processors.

The service level target is calculated as the median IBM Response Time for CheckoutStartSession and CardAuthorize Web Services respectively, across all such Web Service requests in a given Contracted Month.

Median Response Time (during a Contracted Month)	Service Credit (% of Monthly Subscription Fee for Contracted Month that is the subject of a Claim)
> 100 ms	2%
> 500 ms	6%
> 1 second	10%

3.2.2 99% IBM Web Service Response Time

99% of CheckoutStartSession and CardAuthorize Web Services will have an IBM response time of less than 1 second.

The IBM Response Time is calculated the same as defined above for the Median IBM Web Service Response Time.

The service level target is calculated as the 99 percentile IBM Response Time for CheckoutStartSession and CardAuthorize Web Services respectively, across all such Web Service requests in a given calendar month.

99% Response Time (during a Contracted Month)	Service Credit (% of Monthly Subscription Fee for Contracted Month that is the subject of a Claim)
> 1 second	2%
> 5 seconds	6%
> 10 seconds	10%

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 an IBM Customer's users, guests, participants and permitted invitees of the IBM SaaS.
- Claims for Response Time Service Credit when an availability service level outage has been recorded for the same period of time.