



# IBM Terms of Use – SaaS Specific Offering Terms

## IBM Case Manager 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/](http://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, 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 Case Manager
- IBM Case Manager Department
- IBM Case Manager Division
- IBM Case Manager Enterprise
- IBM Case Manager Storage
- IBM Case Manager External
- IBM Case Manager Development Environment

### 2. Charge Metrics

The IBM SaaS is available under the charge metric 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 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 Proof of Entitlement (PoE) or Transaction Document
- c. Terabyte is a unit of measure by which the IBM SaaS can be obtained. A Terabyte is 2 to the 40th power bytes. Sufficient entitlements must be obtained to cover the total number of Terabytes processed by the IBM SaaS during the measurement period specified in Client'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

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. IBM SaaS Subscription Period Renewal Options

Client'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 Client's PoE states that Client's renewal is automatic, Client may terminate the expiring IBM SaaS Subscription Period by written request to Client'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 Client's renewal is continuous, Client 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, Client will need to provide IBM or its IBM Business Partner with ninety (90) days written notice requesting that Client's IBM SaaS be cancelled. Upon cancellation of Client's access, Client 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 Client's renewal type is "terminate", the IBM SaaS will terminate at the end of the Subscription Period and Client's access to the IBM SaaS will be removed. To continue to use the IBM SaaS beyond the end date, Client will need to place an order with Client'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 Client that access to the IBM SaaS is available, technical support for the IBM SaaS is provided via email and support portal. 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	<b>Critical business impact/service down:</b> 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	<b>Significant business impact:</b> 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	<b>Minor business impact:</b> 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	<b>Minimal business impact:</b> An inquiry or non-technical request.	Within 1 business day	M-F business hours

### 6. BM SaaS Offering Additional Terms

#### 6.1 External User Access

IBM Case Manager External supports use of the IBM SaaS by an "External User". An External User is a unique person, not employed in, paid by, or acting on behalf of Client, who is given access by the Client to the IBM SaaS in any manner directly or indirectly (for example: via a multiplexing program, device, or

application server) through any means. A person who is employed in or paid by Client, but not accessing the IBM SaaS within the scope of that relationship may be an External User. An entitlement for an External User is unique to that External User and may not be shared, nor may it be reassigned other than for the permanent transfer of the entitlement to another person.

Client is responsible for these External Users, including but not limited to a) any claims made by the External Users relating to the IBM SaaS, or b) any misuses of the IBM SaaS by these External Users.

## **6.2 Links to Third Party Websites or Other Services**

If Client or an IBM SaaS User transmits content to a third party website or other service that is linked to or made available by the IBM SaaS, Client and the IBM User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Client 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.

## **6.3 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.

## **6.4 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

IBM Case Manager for Cloud (IBM SaaS) is designed to unite content, processes, and knowledge workers for improved case outcomes in a managed cloud environment.

### 1. Service Overview

- IBM Case Manager on Cloud provides: IBM Content Navigator to access advanced case management applications
- Content-centric Case Management, enabling knowledge workers or business analysts to:
  - Utilize Case Builder to quickly and easily design and try out new case solutions
  - Use OOTB sample solution templates provided
  - Create and maintain case properties, user roles, in-boxes, document types, page and data visual layouts
  - Employ embedded business rules which allows for easier development within the Case Manager Builder environment
  - Create case tasks and their underlying workflows
  - Utilize the Case Client runtime to display the solutions created by Case Builder
  - Access the Content Navigator based UI provided
  - Access to the case administrator for deploying and managing solutions.
  - Case Monitor and Case Analyzer to provide current and historical reporting on cases
  - Access case and content provided APIs to extend solutions
  - Have access to full, unrestricted use of Case Foundation to provide active content and case workflow management
  - Have access to full, unrestricted use of FileNet Content Manager and its ECM repository
- A secure, single tenant infrastructure provisioned across dual data centers for high availability
- Replication of production data to a secondary location, support for disaster recovery
- Secure, single tenant private infrastructure provisioned across dual data centers for high availability
- 24x7 production environment monitoring

### 2. Required Entitlements

Client must purchase a subscription to a Base Service Offering, Storage, and User entitlements as defined below.

#### 2.1 Base Service Offering Entitlement

Each base service offering Instance will also include a development environment that is intended only for development and testing of custom applications. This development environment may not be used for production purposes.

##### 2.1.1 Case Manager Department

This IBM SaaS is designed to support small organizations or departments. Client will experience optimum performance of the IBM SaaS within the parameters defined below:

- Working with up to 300,000 new cases per year
- Ingesting and storing up to 20,000 Case Artifact documents per day
- Up to 300 concurrent knowledge workers actively working and completing as many as 1,000 cases per day.

### 2.1.2 Case Manager Division

This IBM SaaS is designed to support medium-sized organizations. Client will experience optimum performance of the IBM SaaS within the parameters defined below:

- Working with up to 1,500,000 new cases per year
- Ingesting and storing up to 100,000 Case Artifact documents per day and
- Up to 2,000 concurrent knowledge workers actively working and completing as many as 5,000 cases per day.

### 2.1.3 Case Manager Enterprise

This IBM SaaS is designed to support large-sized organizations. Client will experience optimum performance of the IBM SaaS within the parameters defined below:

- Working with up to 3,000,000 new cases per year
- Ingesting and storing up to 200,000 Case Artifact documents per day
- 5,000 concurrent knowledge workers actively working and completing as many as 10,000 cases per day.

## 2.2 Storage Entitlement

Client must purchase appropriate amount of Case Manager Storage to be configured with selected instance.

## 2.3 User Entitlement

Client must obtain Case Manager entitlements for each unique Authorized User given access to the IBM SaaS.

## 3. Optional Entitlements

### 3.1 Case Manager External

Client may obtain Case Manager External entitlements for each unique External User given access to the IBM SaaS.

### 3.2 Case Manager Development Environment

Client may purchase a separate instance for test and development purposes. The Case Manager Development Environment is intended only for development and testing. This development environment may not be used for production purposes.

- The development environment does not provide high availability or disaster recovery
- The development environment comes with 500GB of storage. If more storage is required, Client may purchase additional Case Manager Storage entitlements

## 4. Business Continuity

The IBM SaaS is configured to support business continuity objectives defined below. Business continuity objectives help ensure that an organization's critical business functions will be recovered to an operational state, with a minimal loss of data, within a reasonably short period following a disaster at the primary computing location. Once a determination is made that an incident at the primary computing location warrants a failover to the secondary location, business continuity plans and related activities shall be executed by IBM in support of the recovery objectives noted below.

Business Continuity Objectives	
Recovery Point Objective	4 hours
Recovery Time Objective	4 consecutive hours

## 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 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 for which Client is entitled to use is not available. Downtime does not include the period of time when the IBM SaaS is not available because 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 Client uses with the IBM SaaS or any third party software, hardware, or other technology;
  - (4) Client’s failure to adhere to required system configurations and supported platforms or Client system administration, commands, or programming errors;
  - (5) Client’s caused security breach or any security testing performed by Client; or
  - (6) IBM’s compliance with any designs, specifications, or instructions that Client provides to IBM or a third party provides to IBM on Client’s behalf.
  - (7) Errors where a root cause analysis shows that they arise from Client’s material acts or omissions
- 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. 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%.

- e. The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed fifty percent (50%) 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 as follows:

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee for Contracted Month which is the subject of a Claim)
Less than 99.0%	5%
Less than 97.0%	10%
Less than 95%	25%
Less than 90%	50%

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: 440 minutes total Downtime during Contracted Month

43,200 total minutes in a 30 day Contracted Month -- 440 minutes Downtime = 42,760 minutes <hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	= 5% Availability Credit for 98.98% Achieved Service Level 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.