



IBM Terms of Use – SaaS Specific Offering Terms

IBM Content Manager OnDemand 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/.

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 Content Manager OnDemand Bronze 2.0
- IBM Content Manager OnDemand Silver 2.0
- IBM Content Manager OnDemand Gold 2.0
- IBM Content Manager OnDemand Platinum 2.0
- IBM Content Manager OnDemand Storage Add-On 2.0
- IBM Content Manager OnDemand Report Application Definition Add-On 2.0
- IBM Content Manager OnDemand Non-Production Environment Bronze 2.0
- IBM Content Manager OnDemand Non-Production Environment Silver 2.0
- IBM Content Manager OnDemand Non-Production Environment Gold 2.0
- IBM Content Manager OnDemand Non-Production Environment Platinum 2.0
- IBM Content Manager OnDemand Dedicated Add-On 2.0

2. Charge Metrics

The IBM SaaS is available under the charge metric 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 specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- b. 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 PoE or Transaction Document.
- c. Request is a unit of measure by which the IBM SaaS can be obtained. A Request is the act by the client that authorized IBM to perform a service. Depending upon the service, the Request can be in the form of a written notice or a support request which is made by phone call, email or online case. Sufficient entitlements must be obtained to cover the total number of Requests submitted to 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 On Demand Charges

On-Demand options will be invoiced in the month the on-demand option is ordered by Client at the rate set forth in the Transaction Document.

3.3 Setup Service Charges

Setup services are purchased on a per Engagement basis and will be billed at the rate specified in the Transaction Document.

4. Term and Renewal Options

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

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

5. Technical Support

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	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, or maintenance item for the next scheduled maintenance or release.	Within 1 business day	M-F business hours

6. IBM SaaS Offering Additional Terms

6.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the IBM SaaS in a publicity or marketing communication.

6.2 External User Access

Client may choose to give external users access to the IBM SaaS. 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.

6.3 FTP Software

To submit reports, statements or any other documents to be loaded and indexed into the IBM SaaS, Client is required to use FTP (File Transfer Protocol) client software. IBM will provide connection information to connect to IBM SaaS for submitting data to be loaded and indexed into IBM SaaS

6.4 Virtual Private Network (VPN)

Client may select to utilize a software VPN connection for the purpose of securely connecting to the IBM SaaS. Information about the VPN will be provided upon written request by Client.

6.5 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.

6.6 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.

6.7 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.

6.8 Restricted Function in IBM SaaS

The IBM SaaS prohibits use of the CD-ROM mastering option and Client agrees such function is not available for use under this ToU.

7. Enabling Software

The following enabling software is included with the IBM SaaS:

- a. **AFP Viewer:** Client may access and download AFP Viewer. AFP Viewer is a web browser plug-in which Client may install on user's web browser to view documents in AFP (Advanced Function Printing) format. Client may install AFP viewer on those user's web browser who have been set up for web access and need to access and view documents in AFP format. Information for downloading AFP Viewer plug-in will be provided upon written request by Client.
- b. **IBM Content Manager OnDemand Windows Client Software:** Client may access and download this client software for purposes of testing and verification, or for purposes of creating user-ids of those personnel within Client's organization who will be accessing the IBM SaaS.
- c. **OnDemand Web Enablement Kit :** OnDemand Web Enablement Kit provides Java APIs for Content Manager OnDemand. Client may access and download this software for the purposes of developing custom applications that need to access or interoperate with the IBM SaaS.

Appendix A

1. Service Overview

IBM Content Manager OnDemand on Cloud (IBM SaaS) provides:

- a. High Speed Archival
 - Load, index and archive application generated print output such as reports, bills, statements, policies, explanation of benefits, payment/credit transactions etc
 - Flexibility to handle large data files with multiple documents
 - Support for variety of file formats PDF, AFP, LineData, XML
- b. Auto Indexing
 - Loading and Indexing program in Cloud automatically extract meta data from reports, statements etc and populate index fields in relational database for efficient search and retrieval
- c. Efficient Storage Utilization
 - Archived data is compressed for efficient storage utilization
- d. Archival with document expiry
 - To further optimize storage utilization, business policies can be defined to automatically expire archived data based on type of report/statement etc.
- e. Archival of banking transactions that comply with XML standards
- f. Web and mobile access to archived statements, reports etc.
- g. Full Text Search can be enabled to find stored documents by any text contained within a document
- h. Holds can be enabled to prevent document expiration
- i. Periodic distribution of reports to designated internal users
- j. Replication of production data to a secondary location in support of disaster recovery
- k. Secure virtual private infrastructure
- l. Up to 4 TB of outbound bandwidth; higher bandwidth quoted separately
- m. 24x7 production environment monitoring, data encryption in transit and at rest, virus scanning, intrusion detection / penetration testing services, software patches, and software upgrades (data migration services or activities required for custom configurations or extensions quoted separately)
- n. Active Directory Integration

Included Options: (Microsoft Active Directory or IBM Tivoli Directory Server)

- Authentication to the IBM SaaS LDAP Server replicating back to on-premise Client LDAP
 - Provide a (Read Only) domain controller in the IBM SaaS that is in the Client domain
 - Client manages all end user access to the cloud environment (groups, IDs, access)
 - Full Admin rights to Client
- Authenticate to the IBM SaaS LDAP server where the Client manages the users (not in the Client domain)
- Point to on-premise Client domain controller for authentication
 - Possible performance implications
 - Authenticates for the life of the session

Other configurations (e.g. manual or scripted excerpts of LDAP file directory to the IBM SaaS; federation options including SAML, MS Federation Services, or others) quoted separately.

Custom solution implementation, configuration, and integration services are available for an additional charge under a statement of work.

The base offering includes provisioning in select data centers in a multi-tenant environment. Any provisioning outside of these centers will require the Dedicated Add-On. Each offering represents the capacity to process certain amounts of data volume and user operations in the specified time period as described below. The capacity descriptions are intended to be guidelines to help a Client select an appropriate configuration for intended workloads, actual results may vary based on Client specifics.

1.2 IBM Content Manager OnDemand Bronze 2.0

- a. PDF document loading and Indexing: after documents have been submitted by Client into the designated staging area on Cloud, Bronze configuration provides loading and indexing of up to 25GB data in 12 hour period
- b. AFP and or Line Data document loading and indexing: after documents have been submitted by Client into the designated staging area on Cloud, Bronze configuration provides loading and indexing of up to 450GB data in 12 hour period
- c. PDF document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Bronze configuration provides loading and indexing of up to 15GB data with 30,000 concurrent document searches and retrieval operations in 12 hour period
- d. AFP and or Line Data document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Bronze configuration provides loading and indexing of up to 250GB data along with 30,000 concurrent document searches and retrieval operations in 12 hour period
- e. Bronze configuration provides 1TB of storage; additional TB storage can be separately purchased

1.3 IBM Content Manager OnDemand Silver 2.0

- a. PDF document loading and Indexing: after documents have been submitted by Client into the designated staging area on Cloud, Silver configuration provides loading and indexing of up to 50GB data in 12 hour period
- b. AFP and or Line Data document loading and indexing: after documents have been submitted by Client into the designated staging area on Cloud, Silver configuration provides loading and indexing of up to 900 GB data in 12 hour period
- c. PDF document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Silver configuration provides loading and indexing of up to 30GB data with 60,000 concurrent document searches and retrieval operations in 12 hour period
- d. AFP and or Line Data document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Silver configuration provides loading and indexing of up to 500GB data along with 60,000 concurrent document searches and retrieval operations in 12 hour period
- e. Silver configuration provides 1TB of storage; additional TB storage can be separately purchased

1.4 IBM Content Manager OnDemand Gold 2.0

- a. PDF document loading and Indexing: after documents have been submitted by Client into the designated staging area on Cloud, Gold instance provides loading and indexing of up to 100GB data in 12 hour period
- b. AFP and or Line Data document loading and indexing: after documents have been submitted by Client into the designated staging area on Cloud, Gold configuration provides loading and indexing of up to 1800 GB data in 12 hour period
- c. PDF document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Gold configuration provides loading and indexing of up to 60GB data with 120,000 concurrent document searches and retrieval operations in 12 hour period
- d. AFP and or Line Data document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Gold configuration provides loading and indexing of up to 1 Terabyte data along with 120,000 concurrent document searches and retrieval operations in 12 hour period

- e. Gold configuration provides 3TB of storage; additional TB storage can be separately purchased

1.5 IBM Content Manager OnDemand Platinum 2.0

- a. PDF document loading and Indexing: after documents have been submitted by Client into the designated staging area on Cloud, Platinum configuration provides loading and indexing of up to 250GB data in 12 hour period
- b. AFP and or Line Data document loading and indexing: after documents have been submitted by Client into the designated staging area on Cloud, Platinum configuration provides loading and indexing of up to 4.5 TB data in 12 hour period
- c. PDF document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Platinum configuration provides loading and indexing of up to 150GB data with 300,000 concurrent document searches and retrieval operations in 12 hour period
- d. AFP and or Line Data document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Platinum configuration provides loading and indexing of up to 2.5TB data along with 300,000 concurrent document searches and retrieval operations in 12 hour period
- e. Platinum configuration provides 5TB of storage; additional TB storage can be separately purchased

2. Optional Services

2.1 IBM Content Manager OnDemand Storage Add-On 2.0

If Client exceeds the TB storage included with the selected configuration, Client must purchase additional entitlement.

2.2 IBM Content Manager OnDemand Report Application Definition Add-On 2.0

Client may purchase additional report/statement or application definitions for on demand setup at any time. Each Request entitlement provides setup of up to 10 report/statement or application output definitions.

2.3 IBM Content Manager OnDemand Non-Production Environment Bronze 2.0

Client may purchase a separate instance for test and development purposes. This development environment may not be used for production purposes.

- a. The non-production environment configuration is sized the same and provides similar processing capacity as IBM Content Manager OnDemand Bronze 2.0.
- b. The non-production environment does not provide high availability or disaster recovery

2.4 IBM Content Manager OnDemand Non-Production Environment Silver 2.0

Client may purchase a separate instance for test and development purposes. This development environment may not be used for production purposes.

- a. The non-production environment configuration is sized the same and provides similar processing capacity as IBM Content Manager OnDemand Silver 2.0.
- b. The non-production environment does not provide high availability or disaster recovery

2.5 IBM Content Manager OnDemand Non-Production Environment Gold 2.0

Client may purchase a separate instance for test and development purposes. This development environment may not be used for production purposes.

- a. The non-production environment configuration is sized the same and provides similar processing capacity as IBM Content Manager OnDemand Gold 2.0.
- b. The non-production environment does not provide high availability or disaster recovery

2.6 IBM Content Manager OnDemand Non-Production Environment Platinum 2.0

Client may purchase a separate instance for test and development purposes. This development environment may not be used for production purposes.

- a. The non-production environment configuration is sized the same and provides similar processing capacity as IBM Content Manager OnDemand Platinum 2.0.
- b. The non-production environment does not provide high availability or disaster recovery

2.7 IBM Content Manager OnDemand Dedicated Add-On 2.0

Client may upgrade a selected virtual private environment to a single tenant private infrastructure. This includes up to 20 TB of outbound bandwidth; higher bandwidth quoted separately.

3. Set-up Services

3.1 IBM Content Manager OnDemand on Cloud Jump Start

This set-up service provides up to 50 hours of remote consulting time for startup activities including (1) assistance with use cases, (2) coaching on proven practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading, and (4) other administrative and configuration topics of interest (collectively, "startup activities"). This remotely delivered set-up service is purchased per Engagement, and expires 90 days from the date of purchase of entitlement, as specified in Client's Proof of Entitlement, regardless of whether all hours have been used.

3.2 IBM Content Manager OnDemand on Cloud Accelerator

This on demand service provides up to 50 hours of remote consulting time to be used for performing activities including (1) assistance with use cases, including data movement use cases in support of a one-time, point in time, data movement (2) coaching on proven practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading (including setup of source and target environments and data movement as defined in data movement use case) and (4) other administrative and configuration topics of interest (collectively, "Activities"). This remotely delivered set-up service is purchased per Engagement and expires 12 months from the date of purchase of entitlement or on the last day of the initial IBM SaaS subscription term, whichever is earliest, regardless of whether all hours have been used.

4. Data Classification

The data classification for this solution defaults to data being classified as client sensitive. IBM will work with the Client to address other regulatory requirements when requested by the Client for the intended workload, and may impact the solution architecture and service fees. All data is protected using FIPS 1402 level 1 compliant whole disk encryption.

5. 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	<ul style="list-style-type: none">• 4 consecutive hours when a secondary, equivalent Non-Production environment is purchased• At least 24 consecutive hours if no secondary Non-Production environment is purchased



Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

1. Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware of an event that has impacted the IBM SaaS availability. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the IBM SaaS based on the duration of time during which production system processing for the IBM SaaS is not available (“Downtime”). Downtime is measured from the time Client reports the event until the time the IBM SaaS is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM’s control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the IBM SaaS during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 50 percent of one twelfth (1/12th) of the annual charge for the IBM SaaS.

2. Service Levels

Availability of the IBM SaaS during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
<99%	5%
<97%	10%
<95%	25%
<90%	50%

* If the IBM SaaS was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the IBM SaaS in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month minus the total number of minutes of Downtime in a contracted month divided by the total number of minutes in the 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	= 5% Availability credit for 98.9% availability during the contracted month
<hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	