



IBM Terms of Use – SaaS Specific Offering Terms

IBM QRadar 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 QRadar on Cloud Basic Service
- IBM QRadar on Cloud 1K EPS Upgrade
- IBM QRadar on Cloud 1K EPS Temporary Upgrade
- IBM QRadar on Cloud Data Capacity 1K EPS Upgrade
- IBM QRadar on Cloud Flows Add-On
- IBM QRadar on Cloud Vulnerability Management Add-On

2. Charge Metrics

The IBM SaaS is sold under one of 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 specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- b. Events Per Second (EPS) is a unit of measure by which the IBM SaaS can be obtained. An Event is an occurrence of a specific event that is processed by or related to the use of the IBM SaaS. Sufficient entitlements must be obtained to cover the number of Events per second to be collected and processed by the IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- c. For purposes of this IBM SaaS, an Event is a log event generated from a server, application or device that can be processed for a specific purpose.
- d. Ten Thousand Flows per Minute is a unit of measure by which the IBM SaaS can be obtained. A Flow is a record of communications between two hosts. All of the packets that contain the same source IP, destination IP, source port, destination port, and protocol is combined to become one Flow record. Sufficient entitlements must be obtained to cover the highest number of Flows within a one minute interval, rounded up to the nearest Ten Thousand, managed or processed by the IBM SaaS during the measurement period specified in Client's PoE or Transaction Document.
- e. 256 Assets is a unit of measure by which the IBM SaaS can be obtained. An Asset is any tangible resource or item of value to be managed, including production equipment, facilities, transportation, IT hardware and software. Any resource or item with a unique identifier in the IBM SaaS is a separate Asset. Sufficient entitlements must be obtained to cover the Assets, rounded up to the nearest 256, accessed or managed by the IBM SaaS during the measurement period specified in Client's PoE or Transaction Document. Each 256 Asset entitlement represents 256 Assets.

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.

4. IBM SaaS Subscription Period 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, online forums, and an online problem reporting system. 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 Outside US/Canada within 24 business hours	24x7
2	Significant business impact: A service business feature or function of the service is severely restricted in its use or Client is in jeopardy of missing business deadlines.	Within 2 business hours Outside US/Canada within 24 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 Outside US/Canada within 24 business hours	M-F business hours
4	Minimal business impact: An inquiry or non-technical request.	Within 1 business day Outside US/Canada within 24 business hours	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 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.

6.3 Enabling Software – Additional Terms

Client may only install and use up to ten (10) copies of the Enabling Software. Client's use of the Enabling Software is governed by this ToU and the terms of the applicable license agreement that accompanies it. Should the terms of the applicable license agreement conflict with the terms of the ToU regarding use of Enabling Software, the terms of this ToU shall prevail.

6.4 Data Processing

Client's data that is sent to the IBM SaaS will be stored in the USA, Canada, Germany, and Brazil. IBM employees and subcontractors located in the following countries may also have access to Client's data that is sent to the IBM SaaS as part of providing support to the IBM SaaS:

- USA
- Saudi Arabia
- India
- Australia
- Japan
- Belgium
- Costa Rica
- Brazil
- Poland
- Ireland
- United Kingdom
- Germany
- Canada

6.5 Lawful Use of the IBM SaaS

The IBM SaaS is designed to help Client improve its security environment and data. Use of the IBM SaaS may implicate various laws or regulations, including those related to privacy, data protection, employment, and electronic communications and storage. The IBM SaaS may be used only for lawful purposes and in a lawful manner. Client agrees to use the IBM SaaS pursuant to, and assumes all responsibility for complying with, applicable laws, regulations and policies. Client represents that it will obtain or has obtained any consents, permissions, or licenses required to enable its lawful use of the IBM SaaS.

6.6 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.

6.7 Personal Information

The IBM SaaS will enable Clients to input and manage content containing information which may be considered personal information ("PI") under applicable privacy laws:

- Names of individuals
- Email addresses
- User IDs/login names
- IP addresses/MAC addresses

- URLs
- Geolocation information
- Device IDs and Serial Numbers

The IBM SaaS is not designed to any specific security requirements for regulated content, such as personal information or sensitive personal information. Client is responsible to determine if the IBM SaaS meets Client's needs with regard to the type of content Client uses in connection with the IBM SaaS.

7. **Security Data**

As part of **the** IBM SaaS, that includes reporting activities, IBM will prepare and maintain de-identified and/or aggregate information collected from the IBM SaaS Service ("Security Data"). The Security Data will not identify **Client**, or an individual except as provided in (d) below. **Client** herein additionally agrees that IBM may use and/or copy the Security Data only for the following purposes:

- a. publishing and/or distributing the Security Data (e.g., in compilations and/or analyses related to cybersecurity),
- b. developing or enhancing products or services,
- c. conducting research internally or with third parties, and
- d. lawful sharing of confirmed third party perpetrator information.

Appendix A

The IBM QRadar on Cloud offering delivers an advanced security intelligence solution from the IBM Cloud based on the IBM Security QRadar SIEM product. It allows Clients to collect, correlate, and store events generated from both on premise and cloud environments; and perform security and threat management as they would do with a QRadar SIEM product deployed on premise. As part of the offering, IBM also provides infrastructure monitoring on a 24x7 basis and applies the latest software level or critical patches whenever they are available.

1. **IBM QRadar on Cloud Basic Service**

This IBM SaaS offering includes initial cloud infrastructure deployment, on-going cloud infrastructure monitoring and software maintenance, Client change requests or issues handling, and 1000 EPS capacity for collecting and processing log events.

2. **Optional Features**

2.1 **IBM QRadar on Cloud 1K EPS Upgrade**

This offering is a service upgrade providing an additional 1000 EPS capacity for collecting and processing log events. Client can purchase multiple units of this upgrade, up to the maximum EPS level the offering can support.

2.2 **IBM QRadar on Cloud 1K EPS Temporary Upgrade**

This offering is a service upgrade providing an additional 1000 EPS capacity for collecting and processing log events, but only for a temporary number of months. Client can purchase multiple units of this upgrade, up to the maximum EPS level the offering can support. The intention of this part is to enable a Client who requires coverage during “spike” occasions during the year to meet those requirements via a temporary capacity upgrade. At the end of the term length, these temporary capacity increase amounts will be removed from the Client’s environment.

2.3 **IBM QRadar on Cloud Data Capacity 1K EPS Upgrade**

The data capacity upgrade adds additional storage and expands analysis. The capacity upgrade provides clients with up to 1 full year of stored data.

IBM QRadar on Cloud Flows Add-On

Integrates with IBM QRadar SIEM and flow processors to provide Layer 7 application visibility and flow analysis to help you sense, detect and respond to activities throughout your network.

2.4 **IBM QRadar on Cloud Flows Add-On**

The collector and the processor are deployed as software on the Client Data Gateway. Data is streamed to the hosted environment where it is available for correlation and display in the portal. The collector processes external flow data providing layer 3 network visibility.

2.5 **IBM QRadar on Cloud Vulnerability Management Add-On**

Proactively senses and discovers network device and application security vulnerabilities, adds context and supports the prioritization of remediation and mitigation activities



Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS as specified in a Proof of Entitlement (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 3 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 10 percent of one twelfth (1/12th) of the annual charge for the IBM SaaS.

For bundled IBM SaaSs (individual IBM SaaS offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled IBM SaaS, 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 at a given time.

2. Service Levels

Availability of the IBM SaaS during a contracted month is as follows:

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
< 99.5%	2%
< 98%	5%
< 96%	10%

* 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: 250 minutes total Downtime during contracted month

<p>43,200 total minutes in a 30 day contracted month -- 250 minutes Downtime = 42,950 minutes</p> <hr/> <p>43,200 total minutes</p>	<p>= 2% Availability credit for 99.4% availability during the contracted month</p>
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