



IBM Terms of Use – SaaS Specific Offering Terms

IBM DB2 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 or the IBM International Passport Advantage Express Agreement, as applicable (“Agreement”) and together with the ToU make the complete agreement.

This offering includes a \$0 part for Bluemix, IBM’s open standards cloud platform for building, running, and managing apps and services. Terms of use for Bluemix have, therefore, also been included.

1. IBM SaaS

The following IBM SaaS offerings are covered by these SaaS Specific Offering Terms:

- IBM DB2 Workgroup on Cloud Small
- IBM DB2 Workgroup on Cloud Medium
- IBM DB2 Workgroup on Cloud Large
- IBM DB2 Workgroup on Cloud X-Large
- IBM DB2 Advanced Workgroup on Cloud Small
- IBM DB2 Advanced Workgroup on Cloud Medium
- IBM DB2 Advanced Workgroup on Cloud Large
- IBM DB2 Advanced Workgroup on Cloud X-Large
- IBM Bluemix

2. Charge Metrics

The IBM SaaS DB2 on Cloud is sold under the following charge metric(s) as specified in the Transaction Document:

- 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.

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 Pay As You Go

There is no charge for access to the Bluemix platform. Additional services available through Bluemix may have charges associated with them. If they do, the charge metric (the unit measured by the service) will be described in the service's Service Description. The service may identify a “Free Tier”, which is a level of use or a configuration of the service for which no charge is made. Use above that level or use of other configuration will incur the charges identified for the service.

Certain services charge on a monthly usage metric which bases the fee on a unit of service that is used for an entire month. Use or deployment of that service for less than a month will be pro-rated based on the number of days in the month. For all other metrics, all partial usage is rounded up to a full unit of measure.

3.3 Subscription

In addition to Pay As You Go, Bluemix offers a Subscription through which, in exchange for a committed usage level on the Bluemix platform over the chosen Subscription Period, Client can obtain a discount off the usage charges incurred for eligible Bluemix services. Usage charges for Bluemix services over and above the committed usage level will be billed, in arrears, as a Subscription overage.

To provide usage flexibility, Subscription periods are divided into 12 month cycles (or if less than 12 months remain on the Subscription period, the remaining number of months as a cycle). Usage credits that are paid in advance or are associated with that cycle can be used any time during that cycle.

Subscription overages will not be billed until all usage credits that are prepaid or are associated with that cycle are consumed. Usage credits unused at the end of a cycle are forfeited. Subscriptions for Bluemix may not be canceled during their term and will auto-renew at the end of their term at the same usage commitment for the same Subscription period. To prevent automatic renewal, Client must provide IBM ninety days written notice of cancellation prior to the end of the current Subscription Period.

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

Technical Support for the IBM DB2 on Cloud offering is included in the cost of the subscription to the IBM SaaS. IBM DB2 on Cloud follows the "Standard Support" features for Bluemix as described below. 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 for Bluemix is available in three ways:

5.1 Free Support

All Clients of Bluemix are provided Free Support. A consumer of resources provided by the platform can go to the DeveloperWorks Forum (<https://developer.ibm.com/bluemix>) and post a question about any item found in the Bluemix product. Questions posted to the forum are not provided a service level agreement for response or a commitment to fix. Free Support does not entitle access to our Support Ticket System. All questions or issues are addressed in the Forum.

If Client has not purchased support and finds an issue which it feels is a defect, Client can email support@bluemix.net. These issues will be taken on a first come basis and there is no guaranteed response.

5.2 Standard Support

Standard Support is priced at a standard percentage of Client's Bluemix usage charges (exclusive of any discount which is available through a Subscription offering) with a minimum per-month fee, as more fully described on the Bluemix website.

Clients have access to Standard Support through two ways.

- 30 Day Trial user
- At any point after the 30 day Trial, by ordering Standard Support for Client's account, by contacting an IBM Sales Representative. Support subscriptions auto-renew at the end of their term for the same term. To prevent automatic renewal, Client must provide IBM ninety days written notice of cancellation prior to the end of the current Support subscription period.

Standard Support Clients can open tickets in IBM's Support Ticketing System. IBM's dedicated support team will triage the ticket based on the initial severity defined by the Client, subject to IBM's confirmation of the actual severity level.

All tickets opened by Standard Support Clients are investigated with the purpose of identifying root cause. When problem diagnostic data is needed to isolate an issue, Client will be asked for approval to access logs and other problem determination data from Client's application to help determine root cause. Not providing access to this data may delay problem resolution. Once root cause analysis is complete, the team will take one of the following actions:

- a. Root cause is an IBM Generally Available Service
If a ticket is opened and the root cause analysis determined that this is a defect in the IBM provided Generally Available service, the ticket will be provided attention based on the severity set by the Client and as confirmed by IBM.
- b. Root cause is an IBM Beta Service
IBM will release services that are classified as Beta. This helps IBM development and marketing teams assess the value of the service in the market and make adjustments before making the service Generally Available. If a ticket is opened and the root cause analysis determines there is a defect in an IBM provided Beta service, then IBM is not obligated to provide a fix. Additionally, the ticket would be handled with a severity 3 or 4 where applicable.
- c. Root cause is an Experimental Services
IBM will release services that are classified as Experimental. These services may be unstable, may change frequently, and may be discontinued with short notice. Services identified as Experimental will be supported via our Bluemix Forum only.
- d. Root cause is a Third Party Service
Third party services are provided by vendors outside of IBM. They can be provided by individual software entities, partners or ISVs. If a ticket is opened and the root cause analysis determines there is a defect in a Third Party Service, then IBM is not obligated to provide a fix.
- e. Root cause is an Open Source or Community Service
Open Source or Community services are provided by open source communities outside of IBM. If a ticket is opened and the root cause analysis determines there is a defect in a Community Service, then IBM is not obligated to provide a fix. Additionally, IBM will close the ticket and refer the Client to the community or forum for support.

5.2.2 Technical Support Details

Technical Support hours are defined in the SaaS Support Handbook on the Client Success Portal at: <https://cloudoe.support.ibmcloud.com/ics/support/mylogin.asp?splash=1>

After Hours Support (outside of the regular operating hours stated above) is available only for Severity 1 issues.

To get assistance:

- Click the Support link under accounts when logged into Bluemix
 - Support web portal: <https://support.ibmcloud.com>
- For existing tickets, Email: support@bluemix.net (include "5377#ticket" in the subject line, where ticket is the ticket number)

Client defines the severity of the issue based on their business needs, subject to confirmation by IBM that the severity level is accurate.

Severity	Severity Definition	Response Time Objectives During Support Hours*	Response Time Coverage
1	<p>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.</p> <p>Severity 1 issues require that the Client will be available to help IBM diagnose issues during the 24X7 period otherwise, the issue will be downgraded to severity 2.</p>	Within 1 hour	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	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.	Within 1 business day	M-F business hours

Note:

* - Response time objectives described herein are intended to describe IBM's goals only, and do not represent a guarantee of performance.

5.3 Bluemix Premium Support

If Client has purchased Standard Support and needs more focused support, Client can purchase Premium Support. Premium Support includes a Named Support Engineer to work with Client's company, either full or half time, to help Client's team develop and deploy Client's applications in the Bluemix Environment. Those interested in this option can talk with their sales representative, send email to sales@bluemix.net or call 1-844-BLUEMIX or 1-267-238-3490.

5.4 Bluemix Expert Consulting Services

Expert Consulting Service (ECS) can help speed Client's adoption of the Bluemix platform. Consulting services are negotiated individually with each Client where scope, duration and description of service will be agreed upon and a separate contract will be written.

6. IBM SaaS Offering Additional Terms

6.1 Client Applications in Bluemix

Client may not resell access to the Bluemix offering or any additional services to any third party. However, Client may use the IBM SaaS and any additional services to create and make available Client's applications based on these services to Client's users. IBM may use cookies and tracking technologies to collect information in gathering usage statistics and information designed to help improve user experience and/or to tailor interactions with users in accordance with <http://www-01.ibm.com/software/info/product-privacy/index.html>. Client is responsible to have appropriate agreements in place with Client's users and is responsible for their use of Client's applications, including content they provide. Except to the extent that such is part of a valid indemnity claim under the Client's Passport Advantage Agreement, Client is solely responsible for any liability for damages or losses Client's users may incur as a result of using Client's applications.

6.2 Compliance with Laws

Client is responsible for compliance with all laws, regulations, and contractual terms applicable to any services Client utilizes, applications Client develops, or data Client accesses or distributes. To the extent

that IBM requires rights to process content or data as requested by Client or Client's users, Client is responsible for obtaining those rights prior to providing that content or data. For Client's applications where Client permits its users to log into Client's application using Facebook, Google, or other third party user credentials, these rights include permission from Client's user for IBM to receive and process their email address, account ID, display name, telephone number, a URL to their profile picture, or other identifying information that is provided by that third party service. Client understands that IBM may use global resources (non-permanent residents used locally and personnel located world-wide) to remotely support the delivery of Bluemix and the additional services. Client agrees not to provide any content or data which is controlled as a defense article under the US International Traffic in Arms Regulations (ITAR) or under any other country's laws or regulations or which requires an export license or is otherwise restricted from export to any personnel under applicable export control laws.

6.3 Safe Harbor Compliance

The IBM SaaS does not comply with the US-EU and US-Swiss Safe Harbor Frameworks.

6.4 Enabling Software

Bluemix and the additional services may provide enabling software that is intended to be used to access the services. Unless other terms are provided in the individual service's Service Description, Client may use the enabling software only associated with Client's use of the IBM SaaS in the manner described in the documentation, for the length of the term of the IBM SaaS. To the extent the enabling software contains sample code, Client has the additional right to make derivative works of the sample code and use them consistent with this grant. The enabling software is provided subject to the Service Level Objective, if any, as a component of the IBM SaaS, but is otherwise provided "AS IS".

6.5 Data Collection

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 (Client's 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.

6.6 Beta / Experimental Services

Some of the services available within Bluemix may be provided as a Beta Service or as an Experimental Service. Beta or Experimental Services will be identified as such in the Bluemix UI. Unless the Beta or Experimental Service provides different terms, those Services are subject to the following:

The Beta / Experimental Service is an IBM SaaS that IBM is developing and testing. Client is authorized to use the Beta / Experimental Service during the specified period for the purpose of evaluating its functionality and to provide feedback to IBM or the third party service provider. IBM may provide additional supporting details and information that apply to Client's access and use of a Beta or Experimental Service.

Beta / Experimental services may not comply with the normal Bluemix security practices and do not comply with the US-EU and US-Swiss Safe Harbor Frameworks and are not designed to comply with any specific governmental regulation or specific security measures. Client agrees not to input content that may be subject to any such regulations or required additional security measures.

The Beta / Experimental Service may not be at a level of performance or compatibility of generally available services IBM markets and is not fully tested, including any data protection and security features. Beta / Experimental Services are not designed for use in a production environment or for commercial purposes and any such use is at Client's own risk. IBM does not guarantee it will make a Beta or Experimental Service or any similar services available, or if made available, it will be similar to the Beta / Experimental Service. If a generally available service is offered, IBM is under no obligation to offer migration capabilities or services.

Generally there are no charges for use of a Beta / Experimental Service unless specified otherwise by IBM or a third party service provider. If any authority imposes a custom, duty, tax (including withholding

tax), levy or fee for the import or export, transfer, access or use of a Beta or Experimental Service or third party service, then Client is responsible to pay any such amount imposed.

Client may use a Beta / Experimental Service for the period IBM specified or until IBM withdraws or terminates the Beta / Experimental Service. Client may terminate use of a Beta / Experimental Service at any time by notifying IBM. Client is responsible to remove any proprietary content Client wishes to retain prior to expiration or termination of a Beta / Experimental Service. IBM may at any time suspend, revoke, limit or refuse participation in or use of a Beta / Experimental Service. Content may be destroyed upon the expiration or cancellation of the Beta / Experimental Service unless specific migration to the related generally available IBM SaaS offering is available.

IBM may in its reasonable discretion, change the terms applicable to a Beta / Experimental Service, modify the computing environment, or withdraw features of a Beta / Experimental Service, in whole or in part by providing notice. Continued use is Client's acceptance of any such change. If Client does not accept a change, Client is responsible to discontinue use upon such notice.

If there are no charges, IBM's entire liability for all claims in the aggregate arising from Client's use of a Beta / Experimental Service acquired hereunder will not exceed the amount of any actual direct damages up to U.S. \$1,000.00 (or equivalent in local currency). Beta / Experimental Services are provided without warranties of any kind.

Client agrees IBM may use all feedback and suggestions Client provides. IBM may use cookies and tracking technologies to collect personally identifiable information in gathering usage statistics and information designed to help improve user experience and/or to tailor interactions with users in accordance with <http://www-01.ibm.com/software/info/product-privacy/index.html>. Where required by applicable law, Client has notified the users and obtained their consent to do all of the above.

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 Service Level Objective

IBM provides the following service level objective ("SLO") for the IBM SaaS, after IBM makes the IBM SaaS available to Client.

IBM will provide an SLO of 99.9% service availability measured by the following:

- a. For Bluemix Platform:
 - (1) The ability to deploy an application either through the portal or command line
 - (2) The ability to connect to an application service
 - (3) The availability of an individual service instance
- b. For the DB2 on Cloud offering:
 - (1) Standard availability objectives measured outside of regularly scheduled maintenance windows.

Service level objectives are a goal and do not constitute a warranty to Client. There are no service level credits or reporting offered at this time.

6.9 Client's Obligations for IBM DB2 on Cloud

Client is obligated to install patches for DB2, operating system, and other software in a timely manner to avoid defects, avoid security issues, and maintain currency with new functionality.

Client may:

- Only install and run software on the IBM SaaS that is required to perform or support use of data through the pre-installed DB2 software. Client is prohibited from installing or using any other software of any kind on the IBM SaaS.
- Install additional open source packages for use with the IBM SaaS on the nodes. IBM is not obligated to support these packages and is not responsible for impacts to the performance of the IBM SaaS (i.e. DB2, the operating system, or the hardware platform as a whole) due to these additional packages.

Appendix A

1. IBM DB2 on Cloud

IBM DB2 on Cloud is offered based on the configuration that best meets the Client's needs. The available configurations of the nodes are:

1.1 DB2 Workgroup on Cloud Small:

Virtual private server with 2 x 2.0 GHz Xeon Cores, 8 GB RAM, First Disk 100 GB (SAN), Second Disk 500 GB (SAN), 1 Gbps Public and Private Network Uplinks, Performance Storage 100 GB at 500 IOPS, Workgroup Server Edition (Native Encryption included).

1.2 DB2 Workgroup on Cloud Medium:

Virtual private server 4 x 2.0 GHz Xeon Cores, 16 GB RAM, First Disk 100 GB (SAN), Second Disk 1 TB (SAN), 1 Gbps Public and Private Network Uplinks, Performance Storage 100 GB at 1,200 IOPS, Workgroup Server Edition (Native Encryption included).

1.3 DB2 Workgroup on Cloud Large: Large –

Virtual private server 8 x 2.0 GHz Xeon Cores, 32 GB RAM, First Disk 100 GB (SAN), Second Disk 2 TB (SAN), 1 Gbps Public and Private Network Uplinks, Performance Storage 100 GB at 1,600 IOPS, Workgroup Server Edition (Native Encryption included).

1.4 DB2 Workgroup on Cloud X-Large:

Bare metal server 16 x 2.0 GHz Xeon Cores, 128 GB RAM, Disk Controller - RAID, 8 x 500 GB SATA II - Configured with RAID 6 (3.5 TB), 2 x 800 GB SSD - Configured with RAID 1 (800 GB), 10 Gbps Redundant Public and Private Network Uplinks, DB2 Workgroup Server Edition (Native Encryption included).

1.5 DB2 Advanced Workgroup on Cloud Small:

Virtual private server with 2 x 2.0 GHz Xeon Cores, 8 GB RAM, First Disk 100 GB (SAN), Second Disk 500 GB (SAN), 1 Gbps Public and Private Network Uplinks, Performance Storage 100 GB at 500 IOPS, Advanced Workgroup Server Edition.

1.6 DB2 Advanced Workgroup on Cloud Medium:

Virtual private server 4 x 2.0 GHz Xeon Cores, 16 GB RAM, First Disk 100 GB (SAN), Second Disk 1 TB (SAN), 1 Gbps Public and Private Network Uplinks, Performance Storage 100 GB at 1,200 IOPS, Advanced Workgroup Server Edition.

1.7 DB2 Advanced Workgroup on Cloud Large:

Large - Virtual private server 8 x 2.0 GHz Xeon Cores, 32 GB RAM, First Disk 100 GB (SAN), Second Disk 2 TB (SAN), 1 Gbps Public and Private Network Uplinks, Performance Storage 100 GB at 1,600 IOPS, Advanced Workgroup Server Edition.

1.8 DB2 Advanced Workgroup on Cloud X-Large:

Bare metal server 16 x 2.0 GHz Xeon Cores, 128 GB RAM, Disk Controller - RAID, 8 x 500 GB SATA II - Configured with RAID 6 (3.5 TB), 2 x 800 GB SSD - Configured with RAID 1 (800 GB), 10 Gbps Redundant Public and Private Network Uplinks, DB2 Advanced Workgroup Server Edition.

2. IBM Bluemix Platform Description

This IBM SaaS is an application development environment that delivers the speed and flexibility of a platform-as-a-service (PaaS). It allows developers to compose and build enterprise-grade applications for the cloud era by providing access to IBM's software portfolio as composable services.

2.1 Bluemix UI

Upon acceptance by IBM, Client will be enabled to access the IBM SaaS environment. Client will have the ability to access the IBM SaaS portal, use available API and command line interfaces to deploy available applications, and leverage IBM APIs to build applications. The Bluemix online user interface, APIs, and command line interface are collectively referred to as the "Bluemix UI" and may be presented

only in English. A catalog of additional services will be provided that Client can add to Client's account via the Bluemix UI.

Through the Bluemix UI, Client can authorize other users to collaborate with Client on Client's applications. That authorization may include the ability for those users to deploy applications, select additional services, and otherwise incur expenses associated with Client's account. Client is responsible for any actions of users Client has authorized and any associated charges.

2.2 Bluemix Services

Additional services are subject to the Agreement and this ToU. A service may provide its own Service Description, available through the Bluemix UI, which may provide additional or different terms that override inconsistent provisions in this ToU. For example, a Service Description may provide different pricing terms, technical support provisions, or identification of enabling software. "Cloud Services" as described in these Service Descriptions are "IBM SaaS" offerings under this ToU. Some non-IBM services will be subject to their own license terms and not be subject to the Agreement or this ToU. Deployment and use of additional services constitutes agreement with the terms associated with the relevant services in the Bluemix UI.

The documentation for Bluemix and any additional services may include usage guidelines and/or limitations to preserve the performance, responsiveness, or integrity of the Bluemix platform. Client agrees to use Bluemix and the additional services in compliance with those guidelines and understands that applications that violate these guidelines may be terminated automatically by the system or by Bluemix system administrators.

Bluemix and the individual services available through it are offered on a month-to-month basis. IBM will provide Client at least 30 days notice on the Bluemix site of any changes to the Agreement, this ToU, the Service Description for an additional service, or withdrawal of an additional service. Client's continued use of Bluemix or the additional service after the change effective date constitutes acceptance of the changed pricing or terms.