



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

IBM Bluemix is a technical pre-requisite to this IBM SaaS offering. To access the IBM Bluemix service, please sign-up here: <https://console.ng.bluemix.net/registration/>.

1. IBM SaaS

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

- IBM DB2 on Cloud Standard Small
- IBM DB2 on Cloud Standard Medium
- IBM DB2 on Cloud Standard Large
- IBM DB2 on Cloud Standard X-Large
- IBM DB2 on Cloud Advanced Small
- IBM DB2 on Cloud Advanced Medium
- IBM DB2 on Cloud Advanced Large
- IBM DB2 on Cloud Advanced X-Large
- IBM DB2 on Cloud Advanced 2X Large

2. Charge Metrics

The IBM SaaS is sold under the following charge metric 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.

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 SaaS is provided via email, online forums, and an online problem reporting system (i.e., the Bluemix customer portal at <https://support.ibm.cloud.com>). The IBM SaaS uses the IBM Bluemix technical support processes. IBM will make available the IBM Software as a Service Support Handbook that details the IBM Bluemix technical support contact information and other information and processes. Technical support is offered with the IBM SaaS and is not available as a separate offering. 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.

6. IBM SaaS Offering Additional Terms

6.1 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.

6.2 Client's Obligations

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 described below.

This 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 this IBM SaaS meets Client's needs with regard to the type of content Client uses in connection with the Cloud Service.

1.1 IBM DB2 on Cloud Standard 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 IBM DB2 on Cloud Standard 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 IBM DB2 on Cloud Standard 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 IBM DB2 on Cloud Standard X-Large

Bare metal server 12 x 2.4 GHz Xeon Cores, 128 GB RAM, Disk Controller – 2 x 800 GB SSD – Configured with RAID (800 GB), 6 x 1.2TB SSD – Configured with RAID 10 (3.5TB), 10 Gbps Redundant Public and Private Network Uplinks, DB2 Workgroup Server Edition (Native Encryption included).

1.5 IBM DB2 on Cloud Advanced 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, DB2 Advanced Enterprise Server Edition.

1.6 IBM DB2 on Cloud Advanced 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, DB2 Advanced Enterprise Server Edition.

1.7 IBM DB2 on Cloud Advanced 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, DB2 Advanced Enterprise Server Edition.

1.8 IBM DB2 on Cloud Advanced X-Large

Bare metal server 12 x 2.4 GHz Xeon Cores, 128 GB RAM, Disk Controller - 2 x 800 GB SSD - Configured with RAID 1 (800 GB), 6 x 1.2TB SSD – Configured with RAID 10 (3.5TB), 10 Gbps Redundant Public and Private Network Uplinks, DB2 Advanced Enterprise Server Edition.

1.9 IBM DB2 on Cloud Advanced 2X Large

Bare metal server with 32 x 2.0 GHz Xeon Cores, 1TB RAM, Disk Controller - RAID, 16 x 1.2TB SSD with RAID 10 (10TB), 2 x 800 GB SSD - Configured with RAID 1 (800 GB), 10 Gbps Redundant Public and Private Network Uplinks, DB2 Advanced Enterprise Server Edition.