



IBM Terms of Use – SaaS Specific Offering Terms

IBM Application Server 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, 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 Application Server on Cloud - Websphere Application Server (4 core / 32 GB RAM / 1 TB SAN)
- IBM Application Server on Cloud – Websphere Application Server Network Deployment (4 core / 32 GB RAM / 1 TB SAN)

2. Charge Metrics

The IBM SaaS is sold under the following charge metric 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.

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. Account Creation and Access

When IBM SaaS Users register for an account (“Account”), IBM may provide the IBM SaaS User with an Account identification and password. Client is responsible for ensuring that each IBM SaaS User manages and keeps their Account information current. At any time Client may request that any Personal Data provided as part of registering for an Account of use of the IBM SaaS be corrected or removed from Account information and this information will be corrected or removed, but removal may prevent access to the IBM SaaS.

Client is responsible for ensuring that each IBM SaaS User protects their Account identification and password and controls who may access an IBM SaaS User Account or use any IBM SaaS on Client’s behalf.

5. 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:

5.1 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.

5.2 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.

5.3 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..

6. Technical Support

Technical support is provided for the IBM SaaS offering and Enabling Software, as applicable, during the Subscription Period. Such technical support is included with the IBM SaaS and is not available as a separate offering.

Technical Support information can be found at the following URLs:

http://www.ibm.com/support/entry/portal/product/puresystems/pureapplication_service

7. IBM SaaS Offering Additional Terms

7.1 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.

7.2 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.

7.3 Separately Licensed Code

Red Hat Linux is the Operating system that is used with IBM Application Server on Cloud. Please reference the following link for the applicable terms for Red Hat Linux:

<http://www.redhat.com/en/about/licenses>



Appendix A

IBM Application Server on Cloud provides a way for clients to run patterns, in a dedicated off-premise cloud infrastructure.

IBM Application Server on Cloud provides a dedicated instance on IBM SoftLayer cloud, where Clients can use pattern-based workload deployment technology to create and manage multitier virtualized enterprise WebSphere Application Server deployments in a consistent and repeatable manner.

IBM Application Server on Cloud provides:

- Subscription for hardware infrastructure and WebSphere Application Server together
- Dedicated hardware for Client's workloads

A simple way for applications that are based on traditional WebSphere Application Server to move to the SoftLayer cloud

Upon service provisioning, the service user (as identified in the provisioning form) will be provided an ip address or url and user credentials (user id and password) through which the user can get access to the service.

IBM Application Server on Cloud will come preloaded with the following patterns:

- WebSphere Application Server Liberty Core Pattern
- WebSphere Application Server Patterns
- WebSphere Application Server Network Deployment Patterns