



# IBM Terms of Use – SaaS Specific Offering Terms

## IBM Operational Decision Manager 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/](http://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 Operational Decision Manager on Cloud Tier 1 Rules Instance
- IBM Operational Decision Manager on Cloud Tier 2 Rules Instance
- IBM Operational Decision Manager on Cloud Tier 3 Rules Instance
- IBM Operational Decision Manager on Cloud On Demand Consulting Professional
- IBM Operational Decision Manager on Cloud On Demand Consulting Enterprise
- IBM Operational Decision Manager on Cloud On Demand Consulting Additional Developer

### 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.
- b. 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.

### 4. Account Creation and Access

When Client is provisioned for an account (“Account”), IBM will provide the IBM SaaS User with an Account identification and password. 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

During the Subscription Period and after IBM notifies Client that access to the IBM SaaS is available, technical support for the IBM SaaS is provided via email 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	<b>Critical business impact/service down:</b> 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	<b>Significant business impact:</b> 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	<b>Minor business impact:</b> 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	<b>Minimal business impact:</b> An inquiry or non-technical request.	Within 1 business day	M-F business hours

## 7. IBM SaaS Offering Additional Terms

### 7.1 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 (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 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 accessible by the IBM SaaS, Client and the IBM SaaS 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.

## **7.4 Benchmarking**

Client may disclose the results of any benchmark test of the IBM SaaS or its subcomponents to any third party provided that Client (A) publicly discloses the complete methodology used in the benchmark test (for example, hardware and software setup, installation procedure and configuration files), (B) performs Client's benchmark testing running the IBM SaaS in its Specified Operating Environment using the latest applicable updates, patches and fixes available for the IBM SaaS from IBM or third parties that provide IBM products ("Third Parties"), and (C) follows any and all performance tuning and "best practices" guidance available in the Program's documentation and on IBM's support web sites for the Program. If Client publishes the results of any benchmark tests for the IBM SaaS, then notwithstanding anything to the contrary in any agreement between Client and IBM or Third Parties, IBM and Third Parties will have the right to publish the results of benchmark tests with respect to Client's products provided IBM or Third Parties complies with the requirements of (A), (B) and (C) above in its testing of Client's products.

## **7.5 Accelerators and Sample Materials**

The IBM SaaS may include some components in source code form ("Source Components") and other materials that will be identified as "Sample Materials". Client may copy and modify Source Components and SampleMaterials for internal use only, provided however that Client may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. IBM provides the Source Components and Sample Materials without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Appendix A

### 1. IBM SaaS Overview and Capabilities

The IBM SaaS provides a collaborative, role-based decision management platform to capture, automate, and manage frequently occurring, repeatable rules-based business decisions. The IBM SaaS includes the tooling and environments to develop, test and deploy decision services for production.

The IBM SaaS offering is available in three different sized configurations. Each Instance is configured for a designated performance level expressed in terms of average business decisions per hour.

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

- IBM Operational Decision Manager On Cloud Tier 1 Rules Instance
- IBM Operational Decision Manager On Cloud Tier 2 Rules Instance
- IBM Operational Decision Manager On Cloud Tier 3 Rules Instance

#### 1.1 Operating Environment

The IBM SaaS includes a dedicated development, test, and production environment.

#### 1.2 Enabling Software and Access

Enabling Software included with the IBM SaaS is:

- IBM Rule Designer

#### 1.3 Designer Tool Access

Client may access and download the Enabling Software IBM Rule Designer from the IBM SaaS operating environment to develop business rules applications. The Enabling Software runs on a Client desktop system and remotely connects to the IBM SaaS.

#### 1.4 Account Administrator

The IBM SaaS provides Client with an Account Administrator user login and password to access the operating environment. The Account Administrator will have the ability to manage an IBM SaaS User's access to the operating environment, and assign and delete IBM SaaS User roles. The Account Administrator may assign additional IBM SaaS Users to have administrator privileges.

#### 1.5 IBM SaaS Home Page

The IBM SaaS home page allows IBM SaaS Users to access the IBM SaaS operating environment capabilities that are defined for their role.

#### 1.6 User Management Page

A user management page enables Account Administrators to create and delete new users and assign roles. IBM SaaS Users access the user management page to manage their personal user information. IBM SaaS Users may be assigned to one or more roles that will enable access to specific role-defined IBM SaaS capabilities.

#### 1.7 Email Notifications

The IBM SaaS includes a notification function that notifies IBM SaaS Users about their IBM SaaS access, role assignments, and password changes. The notification function also notifies administrators of IBM SaaS status and scheduled changes.

#### 1.8 Daily Automatic Online Backup

The IBM SaaS will execute a daily backup that is used for automated recovery of the IBM SaaS, as needed.

#### 1.9 Export Client Content

Client may export Client's IBM SaaS Content from the IBM SaaS for storage. The location where the exported content may be stored is at Client's choosing and expense.

## **1.10 Automated Monitoring and Recovery**

The IBM SaaS will monitor the availability of the service and execute a recovery if it becomes unresponsive or unreachable.

## **2. IBM SaaS Optional Features**

### **2.1 IBM Operational Decision Manager on Cloud On Demand Consulting Professional**

The On Demand Consulting (ODC) Professional service includes remote access via the online ODC portal for up to five (5) developers (“Subscriber Contacts”). Subscriber Contacts have 24/7 access to knowledge library articles, solution accelerators and assets, and unlimited access to submit requests in a question-and-answer dialog with the ODC Client enablement leader and subject matter experts. Subscriber Contacts may request assistance with any aspect of ODM on Cloud including platform architecture, solution implementation, and delivery methodology.

### **2.2 IBM Operational Decision Manager on Cloud On Demand Consulting Enterprise**

The ODC Enterprise service includes remote access via the online ODC portal for up to ten (10) developers (“Subscriber Contacts”). Subscriber Contacts have 24/7 access to knowledge library articles, solution accelerators and assets, and unlimited access to submit requests in a question-and-answer dialog with the ODC Client enablement leader and subject matter experts during the subscription period. Subscriber Contacts may request assistance with any aspect of ODM on Cloud including platform architecture, solution implementation, and delivery methodology.

The Subscriber Contact may engage IBM ODC for assistance with mutually agreed upon work product deliverables with finite start- and end-points up to 24 hours per month of subscription. Work product deliverables may include assistance with specific pattern examples or production ready solution code. Subscriber Contacts may also participate in weekly status calls with an IBM ODC Client enablement leader. For assistance on work product deliverables which will take longer than 24 hours per month of subscription, IBM may agree to provide such assistance in a separate written agreement with Client.

### **2.3 IBM Operational Decision Manager on Cloud On Demand Consulting Additional Developer**

The IBM SaaS provides a purchase option for additional developer access to the ODC Professional or Enterprise developer quantity included with those offerings.

## Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS and is applicable if specified in Client’s Proof of Entitlement (PoE) or Transaction Document:

- IBM Operational Decision Manager on Cloud

The version of this SLA that is current at the commencement or renewal of the term of Client’s subscription will apply. Client understands that the SLA does not constitute a warranty to Client.

### 1. Definitions

- a. “Availability Credit” means the remedy IBM will provide for a validated Claim. The Availability Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the IBM SaaS.
- b. “Claim” means a claim Client submits to IBM that an SLA has not been met during a Contracted Month.
- c. “Contracted Month” means each full month during the term of the IBM SaaS measured from 12:00 a.m. Eastern US time on the first day of the month through 11:59 p.m. Eastern US time on the last day of the month.
- d. “Downtime” means a period of time during which production system processing for the IBM SaaS has stopped and Client’s users are unable to use all aspects of the IBM SaaS for which they have permissions. Downtime does not include the period of time when the IBM SaaS is not available because of:
  - A scheduled or announced maintenance outage;
  - Events or causes beyond IBM’s control (e.g., natural disaster, internet outages, emergency maintenance, etc.);
  - Problems with Client’s or a third party’s applications, equipment, or data;
  - Client’s failure to adhere to required system configurations and supported platforms for accessing the IBM SaaS; or
  - IBM’s compliance with any designs, specifications, or instructions provided to IBM by Client or a third party on Client’s behalf.
- e. “Event” means a circumstance or set of circumstances taken together, resulting in a failure to meet an SLA.

### 2. Availability Credits

- a. To submit a Claim, Client must log a Severity 1 support ticket for each Event with the IBM technical support help desk, within 24 hours of Client first becoming aware that the Event has impacted Client’s use of the IBM SaaS. Client must provide all necessary information about the Event and reasonably assist IBM with the diagnosis and resolution of the Event.
- b. Client must submit the Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month in which the Claim arose.
- c. Availability Credits are based on the duration of the Downtime measured from the time Client reports that Client was first impacted by the Downtime. For each valid Claim, IBM will apply the highest applicable Availability Credit based on the achieved SLA during each Contracted Month, as shown in the table below. IBM will not be liable for multiple Availability Credits for the same Event in the same Contracted Month.
- d. For Bundled Service (individual IBM SaaS packaged and sold together for a single combined price), the Availability Credit will be calculated based on the single combined monthly price for the Bundled Service, 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 in any Contracted Month, and IBM will not be liable for Availability Credits with respect to more than one IBM SaaS in a bundle in any Contracted Month.

- e. If Client purchased the IBM SaaS from a valid IBM reseller in a remarketing transaction in which IBM maintains primary responsibility for fulfilling the IBM SaaS and SLA commitments, the Availability Credit will be based on the then-current Relationship Suggested Value Price (RSVP) for the IBM SaaS in effect for the Contracted Month which is the subject of a Claim, discounted at a rate of 50%.
- f. The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed one twelfth (1/12th) of the annual charge paid by Client to IBM for the IBM SaaS.

**3. Service Levels**

Availability of the IBM SaaS during a Contracted Month is as follows:

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee for Contracted Month which is the subject of a Claim)
< 99.93%	5%
< 99.50%	10%
< 99.00%	50%
< 95.00%	75%
< 90.00%	100%

Availability, expressed as a percentage, is calculated as: (a) the total number of minutes in a Contracted Month, minus (b) the total number of minutes of Downtime in a Contracted Month, divided by (c) the total number of minutes in a Contracted Month.

Example: 60 minutes total Downtime during Contracted Month

<p>43,200 total minutes in a 30 day Contracted Month  -- 60 minutes Downtime = 43,140 minutes</p> <hr/> <p>43,200 total minutes in a 30 day Contracted Month</p>	<p>= 5% Availability Credit for 99.86%  Achieved Service Level during the Contracted Month</p>
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**4. Exclusions**

This SLA is made available only to IBM Clients. This SLA does not apply to the following:

- Beta and trial services.
- Non-production environments, including but not limited to, test, disaster recovery, quality assurance, or development.
- Claims made by Client's users, guests, participants and permitted invitees of the IBM SaaS.