



IBM Terms of Use – SaaS Specific Offering Terms

IBM Predictive Solutions Foundation 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 Analytics Solutions Foundation on Cloud
- IBM Predictive Maintenance on Cloud
- IBM Prescriptive Quality on Cloud
- IBM Predictive Warranty on Cloud
- IBM Analytics Solution Foundation Storage on Cloud
- IBM Analytics Solution Foundation Model Authoring on Cloud

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. Asset 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 separate Asset. Sufficient entitlements must be obtained to cover the Assets accessed or managed by the IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- c. Terabyte is a unit of measure by which the IBM SaaS can be obtained. A Terabyte is 2 to the 40th power bytes. Sufficient entitlements must be obtained to cover the total number of Terabytes processed by the IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- d. Item is a unit of measure by which the IBM SaaS can be obtained. An Item is an occurrence of a specific item that is processed by, managed by, or related to the use of the IBM SaaS. Sufficient entitlements must be obtained to cover every Item processed by, managed by, or related to the use of the IBM SaaS during the measurement period specified in a Proof of Entitlement (PoE) or Transaction Document.

For the IBM SaaS, each measurement value from an Asset or product analyzed by the IBM SaaS is considered an Item.

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 Overage Charges

If Client's actual usage of the IBM SaaS during the measurement period exceeds the entitlement stated on the PoE, then Client will be invoiced for the overage, as set forth in the Transaction Document.

4. Term and 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

During the subscription period, technical support is provided for the duration of this IBM SaaS as set forth in the SaaS Support handbook at <http://www.ibm.com/software/support/handbook.html> or a subsequent URL provided by IBM. Technical support is included with the IBM SaaS and is not available as a separate offering.

6. Service Level Objective

The service level objectives (SLO) for Prescriptive Quality on Cloud are:

- 99% availability outside of regularly scheduled maintenance windows

Service level objectives are a goal and do not constitute a warranty to Client. There is no refund, credit, or other remedy available to Client in the event IBM does not meet the service level objectives.

This SLO does not apply to any IBM SaaS instance which been modified in any way, including but not limited to custom development and changes to the IBM SaaS Artifacts delivered as part of the standard IBM SaaS solution.

7. IBM SaaS Offering Additional Terms

7.1 Enabling Software

This IBM SaaS includes the following enabling software which is provided exclusively for use with the IBM Predictive Maintenance on Cloud offering:

- IBM Cognos Framework Manager
- IBM Data Server Runtime Client
- IBM SPSS Modeler Premium
- IBM SPSS Collaboration and Deployment Services
- IBM SPSS Statistics
- IBM SPSS Data Access Pack
- IBM Integration Bus
- IBM ILOG CPLEX Optimization Studio

7.1.1 IBM SPSS Data Access Pack

The IBM SPSS Data Access Pack is provided exclusively for use by the following enabling software: IBM SPSS Modeler Premium

Neither Client nor any application, program or device is authorized to directly use or access the services of the IBM SPSS Data Access Pack, except Client may access the IBM SPSS Data Access Pack to perform administrative functions for the IBM SPSS Data Access Pack such as backup, recovery and authorized configuration.

7.1.2 Use of Enabling Software

Client may only use the enabling software to **modify** SaaS Artifacts or to create net new SaaS Artifacts. (Collectively **Customized SaaS Artifacts**).

Should Client's access to the IBM SaaS be terminated, the SaaS Artifacts will also be terminated, and Client must remove all SaaS Artifacts from its systems and destroy all copies.

7.2 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.

7.3 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.

7.4 Prohibited Uses

"No High Risk Use:" Client may not use the IBM SaaS in any application or situation where the IBM SaaS failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of IBM SaaS for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These noncontrolling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

7.5 Use Limitations

Definitions:

- a. "IBM SaaS Artifacts" means the materials that are listed in the IBM SaaS Artifacts list in the IBM SaaS User guide. IBM SaaS Artifacts are a variety of predefined and preconfigured materials which include, but are not limited to: predictive models; business rules; message flows; business intelligence models, reports, active reports and dashboards; master data management model structure; and the data schema.
- b. An "Asset" is any tangible resource or item of value to be managed, including production equipment, facilities, transportation, IT hardware and software.

Client may use the IBM SaaS to modify the IBM SaaS Artifacts or to create new IBM SaaS Artifacts (collectively "Customized IBM SaaS Artifacts").

IBM SaaS Artifacts and Customized IBM SaaS Artifacts may not be used independently of this IBM SaaS.

Client has no obligation of support for Customized IBM SaaS Artifacts. Any IBM SaaS warranties are not applicable to the Customized IBM SaaS Artifacts.

The IBM SaaS may only be used with Predictive Maintenance on Cloud Data. Predictive Maintenance on Cloud Data is data directly attributable to Client's Assets or data that is used to analyze an Asset including contextual data.

Appendix A

1. IBM Predictive Solutions Foundation on Cloud

This IBM SaaS offers new industry-specific content, easier predictive model development, and a user experience designed to provide relevant insight to lines of business.

New features and capabilities include:

- Easier development - enables subject matter experts (such as an operations engineer) to leverage an asset library to build accurate models without IT or data scientist expertise on cloud.
- Line of Business oriented - provides new cloud-based user experience geared towards providing predictive maintenance insight to the operations analyst without involvement of IT and/or a data scientist.

1.1 IBM Analytics Solutions Foundation on Cloud

This IBM SaaS for analytics solution represents a pre-built platform that addresses analytic needs from data capture to predicting scores to profiling the assets and visualizing the business insights. This IBM SaaS includes 1TB storage for Predictive Maintenance on Cloud and Predictive Warranty on Cloud.

1.2 IBM Analytics Solution Foundation Storage on Cloud

This IBM SaaS provides the option to subscribe to storage for the IBM SaaS in 1TB increments.

1.3 IBM Analytics Solution Foundation Model Authoring on Cloud

This IBM SaaS provides secure access to a cloud based IBM SPSS Modeler Client environment that is required for authoring and working with models and streams.

1.4 IBM Predictive Maintenance on Cloud

This IBM SaaS enables users to monitor, maintain and optimize assets for better utilization and performance. The system automatically detects failure patterns before they occur and predict future failures enabling preemptive deployment of maintenance and repair resources.

1.5 IBM Prescriptive Quality on Cloud

This IBM SaaS enables users to gain a better understanding of root causes of manufacturing issues and apply the insights from the data to assist in solving manufacturing issues.

A minimum subscription of one 1 TB of storage must be purchased with IBM Prescriptive Quality on Cloud.

1.6 IBM Predictive Warranty on Cloud

This IBM SaaS enables the detection of conditions that lead to accelerated wear, and helps to minimize warranty claims.

2. Personal Information and Regulated Content

This IBM SaaS service 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 IBM SaaS.