



IBM Terms of Use – SaaS Specific Offering Terms

IBM Analytics for Apache Spark

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.

IBM Bluemix is a technical pre-requisite for utilizing the Analytics for Apache Spark service. New users can register for access via the online registration form: <https://console.ng.bluemix.net/registration/>.

1. IBM SaaS

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

- IBM Analytics for Apache Spark Reserved Enterprise Interactive (Spark 1.4.1)

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. 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

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. 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.

Appendix A

IBM Analytics for Apache Spark provides a managed Spark environment accessible on-demand. With this service, Clients get access to Apache Spark's next-generation capabilities. Users can start with a small amount of capacity for experimentation, increase capacity for development and then scale to production, all within the same environment. The service is immediately ready for analysis, skipping setup hurdles thus providing a quick start to Client's Spark efforts.

The IBM SaaS defines a certain amount of capacity in the form of a fixed quantity of Spark Executors. Each Executor is allocated a slice of computing resources by the Spark cluster, with maximum specifications of 2.5GB of memory and 1 physical CPU core (or equivalent) of processor. Capacity can be increased by adding multiple instances of the IBM SaaS.

The IBM SaaS offering is limited to operating in Interactive mode of access. Interactive mode expects each request to be composed of multiple tasks, which may not be known upfront, and executes each individual task as it is received. Requests are completed only after being requested to do so by the Client.

The IBM SaaS is limited to accessing only one specific version of the open-source Spark program. To access different versions, a new IBM SaaS Instance will have to be created – one IBM SaaS Instance per Apache Spark version.

The IBM Analytics for Apache Spark Reserved Enterprise Interactive (Spark 1.4.1) offering includes a maximum of 30 Spark Executors and provides Interactive mode execution. The version of Apache Spark supported is version 1.4.1.