



# IBM Terms of Use – SaaS Specific Offering Terms

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## IBM Content 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/](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 Content Foundation on Cloud
- IBM Content Foundation Small on Cloud
- IBM Content Foundation Medium on Cloud
- IBM Content Foundation Large on Cloud
- IBM Content Foundation Storage on Cloud
- IBM Content Foundation 1000 External Pack on Cloud
- IBM Content Foundation Non-Production Environment on Cloud

### 2. Charge Metrics

The IBM SaaS is sold under one of the following charge metrics as specified in the Transaction Document:

- a. Authorized User is a unit of measure by which the IBM SaaS can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the IBM SaaS in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- b. 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
- 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.

### 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

Technical support for the IBM SaaS is provided via email and support portal. 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.

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
1	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.	Within 1 hour	24x7
2	Significant business impact: A critical feature or function of the service is severely restricted in its use and it is having significant business impact.	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 1 business day	M-F business hours
4	Minimal business impact: An inquiry or non-technical request, or maintenance item that can wait until future scheduled maintenance / release	Within 1 business day	M-F business hours

## 6. IBM SaaS Offering Additional Terms

### 6.1 Personal Information

The IBM SaaS offering will enable Client to input and manage content containing information which may be considered personal and sensitive personal information (PI/SPI) under applicable privacy laws, including but not limited to:

- a. Contact information (e.g. address, phone and cell numbers, email)
- b. Sensitive personal information (e.g. government identification number, date of birth, citizenship, passport number, etc.)
- c. Employment information (e.g. education, job history, work location, compensation and benefits, job history, and performance)

### 6.2 External User Access

IBM Content Foundation 1000 External Pack on Cloud supports use of the IBM SaaS by 1000 "External Users". An "External User" is a unique person, not employed in, paid by, or acting on behalf of Client, who is given access by the Client to the IBM SaaS in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means, for the purposes of interacting with data not otherwise publicly available. Client is responsible for these External Users, including but not limited to a) any claims made by the External Users relating to the IBM SaaS, or b) any misuses of the IBM SaaS by these External Users.

### **6.3 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 available 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.

### **6.4 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.

### **6.5 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

### 1. Service Overview

IBM Content Foundation on Cloud (IBM SaaS) is a private cloud solution for document management that:

- a. Enables knowledge workers or business analysts with:
  - (1) Document Management with version control and compound documents
  - (2) Content Collaboration with social capabilities
  - (3) Document review & approve workflows
  - (4) Ability to integrate content access with multiple repositories
  - (5) SharePoint integration
  - (6) Microsoft Office integration
  - (7) Mobile device support
- b. Includes replication of production data to a secondary location, support for disaster recovery
- c. Is a secure, single-tenant private infrastructure
- d. Provides one production and one non-production environment, in two different data centers when a production configuration is selected
- e. Provides 24x7 production environment monitoring, data encryption in transit and at rest, virus scanning, intrusion detection / penetration testing services, software patches, and software upgrades (data migration services or activities required for custom configurations or extensions quoted separately).

### 2. Required Entitlements

Client must purchase a subscription to a Base Service Offering, Storage, and User entitlements as defined below.

#### 2.1 Base Service Offering Entitlement

Each Base Service Offering Instance includes:

- A production environment
- A non-production environment intended for development and testing. The development environment may not be used for production purposes.
- 100 Authorized Users

##### 2.1.1 IBM Content Foundation Small on Cloud

This IBM SaaS is designed to support small organizations or departments. Client will experience optimum performance of the IBM SaaS within the parameters defined below:

- Ingesting, viewing, editing, or storing up to 20,000 documents per day, and
- Up to 500 concurrent knowledge workers actively working.

##### 2.1.2 IBM Content Foundation Medium on Cloud

This IBM SaaS is designed to support medium-sized organizations. Client will experience optimum performance of the IBM SaaS within the parameters defined below:

- Ingesting, viewing, editing, or storing up to 100,000 documents per day, and
- Up to 2,000 concurrent knowledge workers actively working.

The production environment for this configuration is configured for high availability.

##### 2.1.3 IBM Content Foundation Large on Cloud

This IBM SaaS is designed to support large-sized organizations. Client will experience optimum performance of the IBM SaaS within the parameters defined below:

- Ingesting, viewing, editing, or storing up to 200,000 documents per day, and
- Up to 5,000 concurrent knowledge workers actively working.

The production environment for this configuration is configured for high availability.

## 2.2 Storage Entitlement

Client must purchase an appropriate amount of IBM Content Foundation Storage on Cloud to be configured with a selected Instance (total to be allocated for the production and non-production environments). The storage configuration includes:

- High speed data replication of production data to the non-production environment.
- The replicated production data store in the non-production environment.
- The storage required for snapshots of the data.

## 2.3 User Entitlement

Client must obtain IBM Content Foundation on Cloud entitlements for each unique Authorized User given access to the IBM SaaS above the initial 100 Authorized Users included with the Base Service Offering selected.

## 3. Optional Entitlements

### 3.1 IBM Content Foundation 1000 External Pack on Cloud

Client may obtain Content Foundation 1000 External Pack on Cloud entitlements for External Users given access to the IBM SaaS.

### 3.2 IBM Content Foundation Non-Production Environment on Cloud

Client may purchase an additional instance for test and development purposes. The Content Foundation Non-Production Environment on Cloud is intended for development and testing and may not be used for production purposes. The development environment does not provide high availability or disaster recovery.

## 4. Data Classification

The data classification for this solution defaults to data being classified as client sensitive. IBM will work with the client to address other regulatory requirements when requested by the Client for the intended workload, and may impact the solution architecture and service fees. All data is protected using FIPS 1402 level 1 compliant whole disk encryption.

## 5. Business Continuity

The IBM SaaS is configured to support business continuity objectives defined below. Business continuity objectives help ensure that an organization's critical business functions will be recovered to an operational state, with a minimal loss of data, within a reasonably short period following a disaster at the primary computing location. Once a determination is made that an incident at the primary computing location warrants a failover to the secondary location, business continuity plans and related activities shall be executed by IBM in support of the recovery objectives noted below. For this IBM SaaS the non-production environment will be refreshed and reconfigured to accept production workloads until service at the primary location is restored.

Business Continuity Objectives	
Recovery Point Objective	4 hours
Recovery Time Objective	6 consecutive hours



## Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

### 1. Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware of an event that has impacted the IBM SaaS availability. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the IBM SaaS based on the duration of time during which production system processing for the IBM SaaS is not available (“Downtime”). Downtime is measured from the time Client reports the event until the time the IBM SaaS is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM’s control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the IBM SaaS during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 50 percent of one twelfth (1/12th) of the annual charge for the IBM SaaS.

Availability of the IBM SaaS during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
<99%	5%
<97%	10%
<95%	25%
<90%	50%

\* If the IBM SaaS was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the IBM SaaS in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month minus the total number of minutes of Downtime in a contracted month divided by the total number of minutes in the contracted month.

Example: 440 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month – 440 minutes Downtime = 42,760 minutes	= 5% Availability credit for 98.9% availability during the contracted month
<hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	