IBM Regulatory Compliance Analytics

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 Regulatory Compliance Analytics Hosting
- IBM Regulatory Compliance Analytics Library
- IBM Regulatory Compliance Analytics Jump Start

2. Charge Metrics

The IBM SaaS is sold under one of the following charge metric(s) as specified in the Transaction Document:

a. Application is a unit of measure by which the IBM SaaS can be obtained. An Application is a uniquely named software program. Sufficient entitlements must be obtained for each Application 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.

c. 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 Set-Up

Standard set-up services and their applicable charges are provided through the IBM Regulatory Compliance Analytics Jump Start offering.

If Client requires additional configuration or services, Client must engage IBM's Regulatory Compliance Analytics services via a supplemental Statement of Work.

3.2 Partial Month Charges

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

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 IBM SaaS as set forth at http://www-01.ibm.com/software/support/acceleratedvalue/SaaS_Handbook_V18.pdf 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 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..

6.2 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.

6.3 No Guaranty of Compliance

The IBM SaaS can be used to help Client meet compliance obligations, which may be based on laws, regulations, standards or practices. Any directions, suggested usage, or guidance provided by the IBM SaaS does not constitute legal, accounting, or other professional advice, and Client is cautioned to obtain its own legal or other expert counsel. Client is solely responsible for ensuring that Client and Client's activities comply with all applicable laws, regulations, standards and practices. Use of the IBM SaaS does not guarantee compliance with any law, regulation, standard or practice.

Client further acknowledge that the IBM SaaS is a tool for assisting the Client and not a substitute for the skill, judgment and experience of Client's management and employees in giving advice to third parties and in making investment and other business and risk management decisions. Client is responsible for the results obtained from the use of the IBM SaaS.

6.4 Links to Third Party Websites or Other Services

If Client or an IBM SaaS User transmits Content to or from 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 warrantees or representations about such third party sites, services or data, and shall have no liability for such third party sites, services or data quality.

6.5 Restrictions on Use for the Benefit of a Third Party

Client may not use the IBM SaaS or any component thereof, including without limitation output data and reports produced by the IBM SaaS to provide service bureau, hosting services, or any sort of commercial information technology services to third parties, unless otherwise agreed to in writing by IBM.

6.6 Regulated Content and Personal Information

This IBM SaaS 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 Clients needs with regard to the type of content Client uses in connection with the IBM SaaS.

Appendix A

1.   IBM Regulatory Compliance Analytics Hosting

IBM Regulatory Compliance Analytics Hosting (a required component) provides the Instance of the IBM SaaS.

2.   IBM Regulatory Compliance Analytics Library

IBM Regulatory Compliance Analytics Library (a required component) is designed to be a tool to help financial services institutions effectively track, manage, and monitor their regulatory compliance efforts. By combining the IBM OpenPages GRC Platform, IBM Watson Cognitive Computing, and regulatory content that Client chooses to bring into the solution, IBM Regulatory Compliance Analytics Library disaggregates and classifies the regulations Client provides, paragraph by paragraph to the sentence level. This can help Client to identify where Client may have gaps in Client's control framework by presenting potential new controls that are related to current and emerging regulatory requirements which Client selects as relevant to Client's organization.

3.   IBM Regulatory Compliance Analytics Jump Start

IBM Regulatory Compliance Analytics Jump Start on Cloud (a required component) provides services for the initial implementation of the IBM SaaS and includes initial coaching and assistance for project planning, maintenance, administration and review of proven practices.

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 10 percent of one twelfth (1/12th) of the annual charge for the IBM SaaS.

2.   Service Levels

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)
<98%	2%
<97%	5%
<93%	10%

* 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: 900 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month
– 900 minutes Downtime
= 42,300 minutes

=   2% Availability credit for 97.9% availability during the contracted month

43,200 total minutes