



# IBM Terms of Use – SaaS Specific Offering Terms

## IBM dashDB Enterprise

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.

IBM Bluemix, IBM’s open standards cloud platform for building, running, and managing apps and services, is a technical pre-requisite for the IBM SaaS. 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 dashDB Enterprise
  - IBM dashDB Enterprise 64.1
  - IBM dashDB Enterprise 256.4
  - IBM dashDB Enterprise 256.12
  - IBM dashDB Enterprise Transactional 2.8.500
  - IBM dashDB Enterprise Transactional 12.128.1400
- IBM dashDB Enterprise MPP.4
- IBM dashDB Enterprise MPP 4TB Bare Metal Node BYOL
- IBM dashDB Enterprise MPP 32.244.1400 for AWS

### 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. 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 Entitlement Requirements

For IBM dashDB Enterprise MPP, each cluster must comprise a minimum of three (3) nodes, and Client must acquire one (1) Instance entitlement per node.

#### 3.2 Partial Month Charges

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

#### 3.3 Remote Services Charges

Remote Services are purchased on a per Engagement basis and will be billed at the rate specified in the Transaction Document.

### 3.3.1 IBM dashDB Enterprise Jump Start Remotely Delivered

Provides up to 50 hours of remote consulting time for startup activities including (1) assistance with use cases, (2) coaching on best practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading, and (4) other administrative and configuration topics of interest (collectively, "Startup Activities"). Services are purchased per Engagement, and expire 90 days from the date of purchase of entitlement for this Remote Service or from the date Client is notified by IBM that access to the IBM SaaS is available, whichever is later, regardless of whether all hours have been used.

### 3.3.2 IBM dashDB Enterprise Accelerator Remotely Delivered

Provides up to 50 hours of remote consulting time for performing Startup Activities or other activities specified and scoped at the time of purchase in one or more mutually agreed transaction documents. Services are purchased per Engagement and expire 12 months from the date of purchase of entitlement for this Remote Service or on the last day of the initial IBM SaaS subscription term, whichever is earliest, regardless of whether all hours have been used.

## 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 online forums and an online problem reporting system which is available on the Client portal at <https://support.ibmcloud.com>. IBM will make available the IBM Software as a Service Support Handbook which provides technical support contact information and other information and processes. Technical support is offered with the IBM SaaS and is not available as a separate offering.

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
1	<p>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.</p> <p>Severity 1 issues require that Client is available to help IBM diagnose issues during the 24X7 period otherwise the issue is downgraded to Severity 2.</p>	Within 1 hour	24x7
2	Significant business impact: 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	Minor business impact: 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	Minimal business impact: An inquiry or non-technical request.	Within 1 business day	M-F business hours

## 6. Enabling Software

The following IBM software entitlements are included as enabling software under the terms of their applicable IBM program licenses, in addition to the limitations below:

### InfoSphere DataStage

Entitlement: 280 PVUs (as defined in the License Information document for InfoSphere DataStage)

Use Restriction: Client may only use InfoSphere DataStage to populate data into the IBM SaaS.

### InfoSphere DataStage and QualityStage Designer

Entitlement: 2 Concurrent Users (as defined in the License Information document for InfoSphere DataStage and QualityStage Designer)

Use Restriction: Client may only use InfoSphere DataStage and QualityStage Designer to populate data into the IBM SaaS.

## 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 (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.

### 7.2 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 Personal Information and Regulated Data

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 Client's needs with regard to the type of content Client uses in connection with the IBM SaaS. The IBM SaaS may not be used for the transmission or storage of any Protected Health Information (PHI) protected under the Health Information Portability and Accountability Act of 1996 (HIPAA) unless (a) IBM and Client have entered into an applicable Business Associate Agreement, and (b) IBM provides Client with express written confirmation that the IBM SaaS can be used with PHI. In no event shall the IBM SaaS be used for processing PHI as a health care clearinghouse within the meaning of HIPAA.

### 7.4 Beta Functions

Some functions, features or components of the IBM SaaS are early release or preview technology, and may be identified within the IBM SaaS as "Beta" ("Beta Functions"). These Beta Functions may be used as part of Client's permitted use of the IBM SaaS, subject to the limitations and conditions of this section. Use of Beta Functions is at Client's own risk and provided without obligation of support of any kind. Beta Functions are provided "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Beta Functions may not be made generally available by IBM as or in any product or offering. IBM may withdraw or terminate access to Beta Functions at any time, without notice. Client should take precautions to avoid any loss of data that might result when the Beta Functions can no longer be used. Any feedback or suggestions regarding the Beta Functions provided by Client to IBM may be freely used, copied, modified, and incorporated in the development, distribution, deployment and sale of IBM's products and services.

## 8. Service Level Objective

IBM provides the following service level objective (“SLO”) for the IBM SaaS, after IBM makes the IBM SaaS available to Client.

IBM will provide an SLO of 99.9% service availability measured by the following:

- a. The ability to deploy an application either through the portal or command line
- b. The ability to connect to an application service
- c. The availability of an individual service instance

There are no service level credits or reporting offered at this time.

## 9. Terms applicable to IBM dashDB Enterprise MPP 32.244.1400 for AWS plan only:

If Client’s IBM SaaS entitlement is specified as “for AWS”, the following terms apply:

The IBM SaaS application layer and Client’s data and content are hosted on a third party cloud services infrastructure and platform not managed by IBM. The IBM SaaS infrastructure, certain aspects of the IBM SaaS platform, and related services, including: data center, servers, storage and network; application and data backup; firewall and threat detection; and APIs for application deployment, monitoring and operation (collectively, the “Third Party Cloud Platform Services”) are hosted and managed by the third party provider. Accordingly, notwithstanding anything in this TOU, the General Terms or the Agreement:

- a. obligations of IBM relating to data security and data protection in this TOU, the General Terms and Agreement, and descriptions of IBM’s data security and data protection practices in the Data Security and Privacy Principles: IBM Cloud Services publication, do not apply to the Third Party Cloud Platform Services or to the IBM SaaS to the extent dependent on the Third Party Cloud Platform Services. The IBM SaaS may not be used for the transmission, storage or processing of any Protected Health Information.
- b. If the provider of the Third Party Cloud Platform Services notifies IBM that it has withdrawn or terminated its services or IBM’s or Client’s access to such services, IBM may terminate the IBM SaaS immediately upon the effective date of such termination by the third party provider by providing notice of termination to Client.
- c. IBM makes no warranties or conditions, express or implied, and IBM will have no liability to Client, regarding the Third Party Cloud Platform Services or to the IBM SaaS to the extent dependent on the Third Party Cloud Platform Services.
- d. Client agrees to indemnify, defend and hold IBM harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to claims against IBM by the Third Party Cloud Platform Services provider) concerning: (a) Client’s use of the IBM SaaS; (b) breach of this TOU, the General Terms or the Agreement, or violation of applicable law by Client; (c) Client’s content or the combination of Client’s content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Client’s content or by the use, development, design, production, advertising or marketing of Client’s content; or (d) a dispute between IBM and Client.

## 10. Terms applicable to IBM dashDB Enterprise MPP 4TB Bare Metal Node BYOL plan only

Bring your own licenses (BYOL) offerings require the Client to have previously acquired appropriate license entitlements to the associated IBM program identified in the table below. Client’s entitlements to the BYOL offering cannot exceed Client’s entitlements to the associated IBM program, in the ratios specified below.

The BYOL offering does not include Subscription and Support for the associated IBM program. Client represents they have acquired the applicable (1) license entitlements and (2) Subscription and Support for the associated IBM program. During the Subscription Period of the BYOL offering, Client must maintain current Subscription and Support for the IBM program entitlements used in conjunction with the BYOL offering entitlements. In the event either Client’s license to use the associated IBM program or Client’s Subscription and Support for the associated IBM program is terminated, Client’s right to use the BYOL offering will terminate.

The table below outlines the ratio of entitlements for the associated IBM program required for usage of the BYOL offering under the stated corresponding entitlement. Once Client has obtained the BYOL

offering and for the duration of Client’s use of the BYOL offering, Client’s entitlements to the associated IBM program applied to usage of the BYOL offering are suspended and Client may no longer use those entitlements to deploy the associated IBM program (subject to any stated exceptions).

Associated IBM Program	BYOL Offering	Ratio n/m*
DB2 ADVANCED ENTERPRISE SERVER EDITION	IBM dashDB ENTERPRISE MPP 4TB Bare Metal Node BYOL	Ratio: 1680 PVU/1 Instance
DB2 FOR BIG DATA	IBM dashDB ENTERPRISE MPP 4TB Bare Metal Nod BYOL	Ratio: 840 PVU/1 Instance
DB2 ADVANCED WORKGROUP SERVER EDITION	IBM dashDB ENTERPRISE MPP 4TB Bare Metal Node BYOL	Ratio: 3TB/1 Instance
DB2 ADVANCED ENTERPRISE SERVER EDITION	IBM dashDB ENTERPRISE MPP 4TB Bare Metal Node BYOL	Ratio: 3TB/1 Instance
DB2 FOR BIG DATA	IBM dashDB ENTERPRISE MPP 4TB Bare Metal Node BYOL	Ratio: 2TB/1 Instance
DB2 ADVANCED CEO	IBM dashDB ENTERPRISE MPP 4TB Bare Metal Node BYOL	Ratio 1 to N Authorized Users/1 Instance**
DB2 DEVELOPER EDITION	IBM dashDB ENTERPRISE MPP 4TB Bare Metal Node BYOL	Ratio 1 to N Authorized Users/1 Instance**/**

\* “Ratio n/m” means that for every (‘n’) entitlements of the indicated metric for the associated IBM program, Client may apply those entitlements into the specified number (‘m’) entitlements of the indicated metric for the BYOL offering.

\*\* Exception for DB2 Advanced CEO Offering and DB2 Developer Edition: Notwithstanding the above terms, where Client applies Authorized User entitlements for either DB2 Advanced CEO Offering or DB2 Developer Edition to the BYOL offering, the sum of Client’s Authorized User entitlements, irrespective of quantity, may be applied to 1 (total) Instance entitlement to the BYOL offering, on the following additional terms: (1) Client may continue to use all Authorized User entitlements to Client’s deployment of the associated IBM program concurrently with Client’s use of the BYOL offering; provided that (2) the BYOL offering may be accessed and used only by those Authorized Users for which Client has entitlements for the associated IBM program.

\*\*\* Exception for DB2 Developer Edition: In addition to the above restrictions, where Client applies entitlements for DB2 Developer Edition to the BYOL offering, Client’s use of the BYOL offering is limited to Non-Production use only. “Non-Production” means the BYOL offering can only be used as part of Client’s internal development and test environment for internal non-production activities, including but not limited to testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the BYOL offering using published application programming interfaces. Client is not authorized to use any part of the IBM SaaS for any other purposes without acquiring the appropriate production entitlements.

## Appendix A

IBM dashDB Enterprise is a managed service which assists in the development of online analytical application processing. The service includes a database that stores user data in a structured format. This database can be accessed and modeled according to the user's requirements through the service's console. The service's console allows users to create tables, load data into the tables and query the data loaded by the user. Tools and environments to help develop, store and share analytical reports are included with the service. The service includes samples and documentation to help create the online analytical applications.

The dashDB Enterprise Transactional plans provide a dashDB database that is optimized for online transaction processing (OLTP). The service includes a database that stores user data in a structured format. This database can be accessed and modeled according to the user's requirements through the service's console. The service's console allows users to create tables, load data into the tables and query the data loaded by the user.

IBM dashDB Enterprise MPP is a clustered configuration of the IBM dashDB service, comprising a set of independent database nodes managed together as a single system. Database operations are parallel processed across all the database nodes. IBM will configure the associated nodes into one cluster.