



# IBM Terms of Use – SaaS Specific Offering Terms

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## IBM Alert Notification

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 Alert Notification

### 2. Charge Metrics

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

- 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.

### 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 actual usage of the IBM SaaS during the measurement period exceeds the entitlement stated on the PoE, Client will be charged for the overage, as specified 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 and after IBM notifies Client that access to the IBM SaaS is available, technical support for the IBM SaaS is provided via email, online forums, and an online problem reporting system. 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.

More information about hours of availability, email addresses, online problem reporting systems, and other technical support communication vehicles and processes are described in the IBM Software as a Service Support Handbook.

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 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. 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 Confidential, Privacy and Sensitive Personal Information

The IBM SaaS will enable Client to input and manage content containing information which may be considered personal and sensitive personal information under applicable privacy laws:

- Names of individuals,
- Email address
- Phone number
- User IDs/login names / Passwords
- IP addresses / MAC addresses
- Profiles about individuals, such as purchasing patterns
- Browsing history or device usage data

The IBM SaaS will enable Client to input and manage content containing information which may be considered confidential.

This IBM SaaS is not designed to any specific security requirements for confidential, personal, and/or sensitive personal information, which the Client can enter in the free form fields. 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.

#### **6.4 Availability and Limits**

- No guarantee of email/SMS/Voice notification service availability and/or performance.
- SMS and/or Voice may not be available in all geographies. Please use the trial version of this offering to determine geographic availability.
- Client is limited to up to 500 SMS Messages and 250 Voice Messages per Authorized User per month.

## Appendix A

IBM Alert Notification is a simple notification service that allows collaboration among IT Operations team members. It gives IT staff notification of alerts for issues in Client's IT Operations environment. Since Alert Notification is provided as a service, the required server infrastructure is installed and managed by IBM.

- Custom IT environment monitoring:  
Alert Notification offers filtering of alerts, for example, on the severity of problems. Client can create custom groups of contacts to reflect the structure of its organization, so that the right notifications reach the right staff.
- Notification channels:  
Define the IT subject matter experts who can respond to problems in Client's environment and store their contact details in Alert Notification so that they can be automatically notified of problems in their area of responsibility. Users can be organized into groups and Client can send notifications to several users at once. Notifications can be sent by email, SMS, and voice message.
- Alert management and notifications:  
Policy-based notifications let Client define which alerts it wants Alert Notification to notify Client about. Client can create filters based on the alerts that occur in its IT environment, customize the filters, and assign users and groups who are notified when matching problems occur. Unacknowledged alerts can be escalated after a set time period to the appropriate contact. Filters such as the severity and status of alerts can be created for Client's IT monitoring requirements.
- Alert viewer:  
Monitor the status of alerts and notifications online, perform actions on alerts. The notification state allows Client to track alerts from their receipt by the system through acknowledgment to resolution. Client can track changes in the Alert History. Client can use predefined and real-time filters to change which alerts it wants to see.



## 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)
Less than 99.8%	2%
Less than 98.8%	5%
Less than 95.0%	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: 432 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month – 432 minutes Downtime = 42,768 minutes	= 2% Availability credit for 99.0% availability during the contracted month
<hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	