



# IBM Terms of Use – SaaS Specific Offering Terms

## IBM Compose 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.

### 1. IBM SaaS

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

- IBM Compose Enterprise Starter for Softlayer
- IBM Compose Enterprise Transactional for Softlayer
- IBM Compose Enterprise Large Transactional for Softlayer
- IBM Compose Enterprise Starter for AWS
- IBM Compose Enterprise Transactional for AWS
- IBM Compose Enterprise Large Transactional for AWS

### 2. Charge Metrics

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

- 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. 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 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. The enhanced level of Compose 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.

## **6. IBM SaaS Offering Additional Terms**

### **6.1 Access to Public Pay As You Go Services**

Client will have access to the Compose.io Pay As You Go (PayGo) services from the IBM SaaS. These PayGo services are not included in the IBM SaaS and are governed by the Compose, Inc Terms of Service available at <https://help.compose.io/docs/terms-of-service/>. Any usage of PayGo services will be billed directly by Compose, Inc, an IBM Company.

### **6.2 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.

### **6.3 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.

### **6.4 Personal Information and Regulated Content**

The 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

The IBM SaaS provides the Compose Data Platform as an IBM managed service hosted on Softlayer or AWS. An Instance consists of a dedicated 3-node cluster on which the Client can provision and operate any combination of the compose data services up to the capacity of the Instance including, but not limited to, the following:

- MongoDB
- Elasticsearch
- Redis
- PostgreSQL
- RethinkDB
- etcd
- RabbitMQ

Clients may also integrate the IBM SaaS with 3rd party services, including, but not limited to, the following:

- New Relic –The IBM SaaS utilizes MeetMe Inc’s agent to integrate with New Relic’s plugin API to allow in depth analytics and monitoring. This feature is available for MongoDB, Redis, PostgreSQL and Elastic Search. The Client is responsible for registering with New Relic directly.
- Syslog-NG: This feature forwards logs to an external log provider via Syslog-NG.

### 1. The IBM SaaS Configurations

#### 1.1 IBM Compose Enterprise Starter for Softlayer

A 3 node cluster with each node as follows. Virtual private server with Intel Xeon(R) CPU E5-2683 v3 @ 2.00GHz, 8 Virtual CPUs, 16GB RAM, 25GB SAN for OS and 200GB SAN for Data, 1Gbps Public and Private Network Uplinks.

#### 1.2 IBM Compose Enterprise Transactional for Softlayer

A 3 node cluster with each node as follows. Bare metal server with Intel Xeon E5-2690 8 Cores, 2.90 GHz, 16 vCPUs, 64GB RAM, 2x 960GB SSD in RAID1, Bonded 2x1Gbps Public and Private Network Uplinks.

#### 1.3 IBM Compose Enterprise Large Transactional for Softlayer

A 3 node cluster with each node as follows. Bare metal server with Dual Intel Xeon E5-2690 v3, 12 Cores, 2.60 GHz, 256GB RAM, 2x 1TB SATA in RAID1 for OS, 4 TB RAID 10 SSD, Bonded 2x10Gbps Public and Private Network Uplinks.

#### 1.4 IBM Compose Enterprise Starter for AWS

A 3 node cluster with each node as follows. Virtual private server m4.xlarge, Intel Xeon E5-2676 v3 4 vCPUs, 16GB RAM, 120GB GP SSD EBS.

#### 1.5 IBM Compose Enterprise Transactional for AWS

A 3 node cluster with each node as follows. Virtual r3.2xlarge with Intel Xeon E5-2670 v2 (Ivy Bridge) Processors 8 vCPUs, 61GB RAM, 915GB GP SSD EBS.

#### 1.6 IBM Compose Enterprise Large Transactional for AWS

A 3 node cluster with each node as follows. Virtual private server with r3.8xlarge Intel Xeon E5-2670 v2 (Ivy Bridge) Processors, 32 vCPUs, 244GB RAM, 3.66TB GP SSD.

### 2. Service Capacity

The capacity of an Instance depends on the type and number of service Deployments, where a Deployment is defined as an individual instance of a supported data service deployed to an Instance of

the IBM SaaS. Each data service has a set ratio between allocated RAM, Disk and IOPs and the HA replication architecture is service dependent. MongoDB, Elasticsearch, PostgreSQL and RethinkDB have a ratio of .1GB RAM per 1GB of disk; Redis has a ratio of 256MB RAM per 256MB of disk; etcd and RabbitMQ have a ratio of 256MB RAM per 1GB of disk.

New service Deployments can be instantiated until 80% of the Instance RAM has been allocated to existing Deployments. At that point existing Deployments can continue to grow as long as RAM is available.

An interactive sizing tool is available to calculate capacity based on the number and type of databases deployed.



## 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 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 30 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<br>(% of monthly subscription fee* for contracted month that is the subject of a claim) |
|--|--|
| <99.98%                                | 10%  |
| <99%                                   | 20%  |
| <95%                                   | 30%  |

\* 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: 500 minutes total Downtime during contracted month

|   |  |
|---|--|
| 43,200 total minutes in a 30 day contracted month<br>– 500 minutes Downtime<br>= 42,700 minutes | = 20% Availability credit for 98.8% availability during the contracted month |
| <hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes                                  |  |