



IBM Terms of Use – SaaS Specific Offering Terms

IBM App Connect

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 App Connect Personal

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 PoE or Transaction Document.
- b. Item is a unit of measure by which IBM SaaS overages are charged. An Item is an occurrence of a specific item that is processed by, managed by, or related to the use of the Client. For this IBM SaaS, an Item is an Action. An Action is an invocation of the Flow on behalf of Client, either as directly invoked by Client or run automatically in response to a trigger event. Each Action is limited to 1MB of data (for example, moving 3MB of data will require 3 Actions).

3. Charges and Billing

The amount payable for the IBM SaaS is specified in a Transaction Document.

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

3.1 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.

When Client is provisioned for the IBM SaaS, Client may specify a maximum overage usage in increments of 1,000 Items that can be applied in any monthly measurement period. If Client exceeds the requested maximum overage usage to be charged, the IBM SaaS will stop processing Actions until the next month when the overage for the measurement period is reset.

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.

Contact details for submitting notice of termination can be found on the App Connect menu bar.

5. Technical Support

Technical support for the IBM SaaS is provided via online forums and frequently asked questions (FAQ). Technical support is offered with the IBM SaaS and is not available as a separate offering. A link to FAQ, online forum, and helpful tutorials can be found on the App Connect menu bar.

1. Enabling Software

IBM App Connect Personal includes enabling software, which may be used only in connection with Client's use of the IBM SaaS and only for the IBM SaaS term. The optional gateway component provides the capability to allow users to connect to local applications inside their own firewall. Use of the gateway component is subject to a usage limitation of 1GB per month. The gateway component provides an encrypted connection between the local system and the IBM SaaS environment for more secure transmission of data between a local application and the IBM SaaS.

Use of the optional secure gateway component is at Client's own risk. Client agrees to hold IBM harmless from its damages and against any third party claim arising out of or relating to Client using this component or choosing to use unencrypted or insecure communication between applications and the IBM SaaS.

6. IBM SaaS Offering Additional Terms

6.1 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.

1.1 No Personal Health Information

The IBM SaaS is not designed to comply with HIPAA and may not be used for the transmission or storage of any Personal Health Information.

1.2 Links to Third Party Websites or Other Services

The IBM SaaS may contain links to or be used to access third party data services, databases, web services, software, or other third party content (all, "content"). Access to this content is provided "AS-IS", WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Access can be terminated by the relevant third parties at their sole discretion at any time. Client may be required to enter into separate agreements with the third parties for the access to or use of such content. IBM is not a party to any such separate agreements, but Client authorizes IBM to provide such access as part of the IBM SaaS. As an express condition of this Agreement, Client agrees to comply with the terms of such separate agreements. Certain end point applications may be subject to usage limitations imposed by the application provider. This may result in a lower number of permitted calls to an application than the relevant IBM SaaS monthly limit.

1.3 Restrictions and Fair Usage Policy

The IBM SaaS is designed to run a Flow as soon as a defined trigger event occurs, however IBM does not warrant that this will occur within a set period of time.

In exceptional circumstances it may be necessary for IBM to take steps to stop or remove unreasonable Client Flows which are adversely impacting other users or overall system performance.

Appendix A

1. IBM SaaS Description

IBM App Connect (IBM SaaS) is a multi-tenant cloud based service that allows users to build simple integration Flows between applications. A “Flow” is an automated movement of data between a source and target. The IBM SaaS Service provides connectivity to applications both on the cloud and on a local network and allows users to map the required fields from one application (the source) to the next (the target).

In defining a Flow, users select from the provided list of source and target applications and build the Flow that includes the data mapping between the two applications. The resulting Flow may then be run on demand by the user or automatically in response to a “trigger” event defined as part of the Flow construction.

1.1 IBM App Connect Personal

This IBM SaaS offering is available on a subscription basis and is intended for use by Clients requiring additional capability or more Actions per month, and includes the ability to create unlimited Flows and up to 5000 Actions per month.

2. Personal Information and Regulated Content

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. To the extent personal information is submitted to the IBM SaaS, Client agrees that IBM may process such information in order to provide the IBM SaaS and any related technical support. The IBM SaaS and such support may be provided from outside the European Economic Area.