



IBM Terms of Use – SaaS Specific Offering Terms

IBM Master Data Management on Cloud

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 Master Data Management on Cloud Small
- IBM Master Data Management on Cloud Medium
- IBM Master Data Management on Cloud Large
- IBM Master Data Management on Cloud Non-Production
- IBM Master Data Management on Cloud Additional MDM Developer
- IBM Master Data Management on Cloud Additional BPM Developer
- IBM Master Data Management on Cloud Additional MDM Virtual Runtime

2. Charge Metrics

The IBM SaaS is sold under 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 Set-Up Charges

A one-time Set-up fee applies at the rate and billing terms specified in a Transaction Document.

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

Technical support for the IBM SaaS is provided via the Client Success Portal. The Client Success Portal will list other channels for contacting support – i.e., via phone, email and chat. Technical support is offered with the IBM SaaS and is not available as a separate offering.

The Client Success Portal can be accessed at: <https://support.ibmcloud.com/>

The following table is intended to outline response time objectives that IBM strives to achieve, measured from the time IBM receives Client's initial request for support, to the time IBM provides an initial communication back to Client regarding its request.

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 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.

6.2 Non-Production Limitation

If the IBM SaaS offering is designated as "Non-Production", the service can only be used as part of Client's 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 IBM SaaS offering using published application programming interfaces. Client is not authorized to use any part of the service for any other purposes without acquiring the appropriate entitlements.

6.3 Use Restrictions and Limitations

Client is not authorized to use IBM WebSphere eXtreme Scale.

6.3.1 Business Process Manager

Master Data Management on Cloud offerings include Business Process Manager applications. Use of IBM Process Server, IBM Process Center, and IBM Process Designer included in the IBM SaaS offering is limited to Master Data Governance and Stewardship Processes only. Master Data Governance and Stewardship Processes create, read, update and delete Master Data to improve the master data quality for use by external applications or processes. A master data governance and stewardship process may access additional contextual data from other systems to display in read only format within the context of a master data stewardship process decision. A master data governance and stewardship process may only pass these master data quality decisions to other systems for the purpose of master data synchronization.

6.3.2 Rapid Application Developer

Master Data Management on Cloud offerings include Rapid Application Developer, Use of IBM Rational Application Developer for WebSphere Software is limited to hosting the Master Data Management Workbench and customizing runtimes included in the IBM SaaS offering.

6.3.3 Information Server

Master Data Management on Cloud offerings include Information Server. Use of Information Server in the IBM SaaS offering is limited to supporting Master Data Management processes and Master Data Management related data.

6.4 Service Level Objective

IBM provides the following service level objective (“SLO”) for the IBM SaaS:

- 99.9% service availability outside of regularly scheduled maintenance windows.

Service level objectives are a goal and do not constitute a warranty to Client. There is no refund, credit or other remedy available to Client in the event IBM does not meet the SLO.

6.5 Client Obligations for Master Data Management on Cloud

Client is obligated to install patches for Master Data Management on Cloud, Operating System, and other software in a timely manner to avoid defects, avoid security issues, and maintain currency with new functionality.

IBM may request critical security patches to be installed by the Client in a timely manner to avoid impacting not only the Client, but other Clients as well. Failure to do so may result in the suspension of the Client's Service.

Client may Install additional third party packages for use with the IBM SaaS. IBM is not obligated to support these packages and is not responsible for impacts to the performance of the IBM SaaS (i.e. Master Data Management on Cloud, the operating system, or the hardware platform as a whole) due to these additional packages.

Client is responsible for backing up the solution.

Client is responsible for monitoring and recovering the solution.



Appendix A

1. IBM Master Data Management on Cloud

IBM Master Data Management on Cloud manages master data for single or multiple domains – customers, suppliers, locations, products, services offerings, accounts and more – for improving application & business process effectiveness. Several key features include:

- A services-oriented architecture delivers functionality through intelligent, pre-packaged web services that can be used to seamlessly integrate MDM into existing business processes and technical architectures
- Pre-built and extensible data models for any domain are optimized for master data management
- Business process management capabilities enable Client to implement policies and coordinate multi-step / multi-role workflows for data stewardship and data governance
- Stewardship Center allows business users, data stewards, and IT teams to collaboratively improve master data quality by resolving data quality tasks and creating master data in compliance with corporate governance policies
- Matching and search engine employs advanced statistical techniques to automatically resolve and manage data quality issues via probabilistic or deterministic options.

2. IBM Master Data Management on Cloud Available Configurations

2.1 IBM Master Data Management on Cloud Small

IBM Master Data Management on Cloud Small plan offers MDM installed into a virtual server configuration and is suitable as a production or pre-production operational MDM Hub.

The hardware configuration is as follows:

System Type	Virtual Private 2GHz
Application Server	
• Number of Nodes	2
• Cores per Node	4
• RAM (GB) per Node	16
• Hard Disk	2 Disks (100GB to +300GB Local Disk)
DB Server	
• Number of Nodes	1
• Cores per Node	4
• RAM (GB) per Node	16
• Hard Disk	1 SAN Disk (1TB)
BPM Server	
• Number of Nodes	1
• Cores per Node	8
• RAM (GB) per Node	32
• Hard Disk	1SAN Disk (1TB)
Information Server	
• Number of Nodes	1
• Cores per Node	4
• RAM (GB) per Node	16
• Hard Disk	2 SAN Disks (100 to +500 GB)

2.2 IBM Master Data Management on Cloud Medium

IBM Master Data Management on Cloud Medium plan offers MDM installed into a virtual server configuration and is suitable as a production or pre-production operational MDM Hub.

The hardware configuration is as follows:

System Type	Virtual Private 2GHz
Application Server	
• Number of Nodes	2
• Cores per Node	8
• RAM (GB) per Node	32
• Hard Disk	2 Disks (100GB to +300GB Local Disk)
DB Server	
• Number of Nodes	1
• Cores per Node	8
• RAM (GB) per Node	32
• Hard Disk	1 SAN Disk (1TB)
BPM Server	
• Number of Nodes	1
• Cores per Node	8
• RAM (GB) per Node	64
• Hard Disk	1 SAN Disk (2TB)
Information Server	
• Number of Nodes	1
• Cores per Node	4
• RAM (GB) per Node	16
• Hard Disk	2 SAN Disks (100 to +500 GB)

2.3 IBM Master Data Management on Cloud Large

IBM Master Data Management on Cloud Large plan offers MDM installed into a bare metal server configuration and is suitable as a production or pre-production operational MDM Hub.

The hardware configuration is as follows:

System Type	Xeon E5 2620 Dual Core
Application Server	
• Number of Nodes	2
• Cores per Node	12
• RAM (GB) per Node	64
• Hard Disk	2 Disks (100GB to +300GB Local Disk)
DB Server	
• Number of Nodes	1
• Cores per Node	12
• RAM (GB) per Node	64
• Hard Disk	2x SAN Disks (2TB)
BPM Server	
• Number of Nodes	1
• Cores per Node	16
• RAM (GB) per Node	32
• Hard Disk	2x SAN Disk (2TB)
Information Server	
• Number of Nodes	1
• Cores per Node	4

• RAM (GB) per Node	32
• Hard Disk	2x SAN Disks (100GB to +500GB)

2.4 IBM Master Data Management on Cloud Non-Production

IBM Master Data Management on Cloud Non-Production Plan offers MDM installed into a virtual server environment and is suitable as an environment for development, customization and functional testing of the MDM Hub and related processes.

The IBM Master Data Management on Cloud Non-Production includes two shared non-production MDM runtime instances, one for development integration testing, and a second for QA testing. The Instance also includes two MDM Developer instances, and two BPM Developer instances.

The hardware configuration is as follows:

System Type	Virtual Private
Master Data Management on Cloud Additional Virtual Runtime x2	
Application Server	
• Number of Nodes (per virtual runtime)	1
• Cores per Node	8
• RAM (GB) per Node (per virtual runtime)	16
• Hard Disk (per virtual runtime)	500GB SAN Disk
DB Server	
• Number of Nodes (per virtual runtime)	1
• Cores per Node (per virtual runtime)	4
• RAM (GB) per Node(per virtual runtime)	8
• Hard Disk	500GB SAN
Information Server	
• Number of Nodes	1
• Cores per Node	4
• RAM (GB) per Node	16
• Hard Disk	2 SAN Disks (100GB to +500GB)
MDM Developer x2	
• Developer Nodes	1 Node per Developer
• Core per Node	8
• RAM (GB) per Developer Node	16
• Hard Disk	2 Local Disks (100GB to +300GB)
BPM Developer x2	
• Developer Nodes	1 Node per Developer
• Cores per Node	8
• RAM (GB) per Developer Node	8
• Hard Disk	2 Local Disks (100GB to +300GB)
BPM Process Center	
• Number of Nodes	1
• Cores per Node	16
• RAM (GB) per Node	16
DS/DQ Designer Client	
• Cores per Node	4
• RAM (GB)	16

2.5 IBM Master Data Management on Cloud Additional MDM Developer

IBM Master Data Management on Cloud Additional MDM Developer provides an additional MDM Developer instance for development and customization of the MDM Hub and related processes.

The hardware configuration is as follows:

System Type	Virtual Private 2GHz
Number of Nodes per Developer	1
Cores per Node	8

RAM (GB)	12
Hard Disk	2 Local Disks (100GB to +500GB)

2.6 IBM Master Data Management on Cloud Additional BPM Developer

IBM Master Data Management on Cloud Additional BPM Developer provides an additional BPM Developer instance for development and customization of MDM Data Governance and Stewardship processes.

The hardware configuration is as follows:

System Type	Xeon E3 1270 V3 3.5GHz
Number of Nodes per Developer	1
Cores per Node	8
RAM (GB)	12
Hard Disk	2 Local Disks (100GB to +500GB)

2.7 IBM Master Data Management on Cloud Additional Virtual Runtime

IBM Master Data Management on Cloud Additional Virtual Runtime provides an additional MDM Virtual Runtime instance in the IBM Master Data Management on Cloud Non-Production plan.

The hardware configuration is as follows:

System Type	Virtual Private 2GHz
Application Server	
• Number of Nodes (per virtual runtime)	1
• Cores per Node	8
• RAM (GB) per virtual runtime	16
• Hard Disk (per virtual runtime)	500GB SAN Disk
DB Server	
• Number of Nodes (per virtual runtime)	1
• Cores per Node	4
• RAM (GB) per virtual runtime	8
• Hard Disk	500GB SAN

3. Optional Services

3.1 IBM Master Data Management on Cloud Silver-level Managed Services

This Silver-level service provides monthly remote consulting time for operations and maintenance activities including:

- a. Customer success management: Dedicated point of contact aligned for coordination to support customer success.
- b. Patching:
 - Identify, schedule, and apply operating system security patches.
 - Identify, schedule, and apply DBMS installation of fixes and security patches.
 - Identify, schedule, and apply purchased offering product temporary fix (PTFs), patches, and security fixes.
- c. Manage backups of file system and databases: Restore from backups as needed, no more frequently than daily.

- d. Firewall rules regular review: Scheduled review and reporting of what is network accessible and how.

Additional activities, custom solution implementation, configuration, and integration services are available for an additional charge under a statement of work.

This subscription service is purchased per month and expires as specified in the client's Proof of Entitlement.

3.2 IBM Master Data Management on Cloud Gold-level Managed Services

This Gold-level service provides monthly remote consulting time for operations and maintenance activities including:

- a. Customer success management: Dedicated point of contact aligned for coordination to support customer success.
- b. Patching:
 - Identify, schedule, and apply operating system security patches.
 - Identify, schedule, and apply DBMS installation of fixes and security patches.
 - Identify, schedule, and apply purchased offering product temporary fix (PTFs), patches, and security fixes.
- c. Manage backups of file system and databases: Restore from backups as needed, no more frequently than daily.
- d. Firewall rules regular review: Scheduled review and reporting of what is network accessible and how.
- e. Around-the-clock monitoring and incident response:
 - Install IBM monitoring agent. Confirm alerts are being generated and communicated.
 - Open IBM product offering support requests on the Client's behalf if necessary based on alerts.
 - Report on status through closure.
 - Coordinate development of proposals for additional IBM services if necessary to supplement customer and third
- f. Provisioned MDM Database maintenance
 - Monitor, alert and take corrective action for DBMS space and transaction logs.
 - Perform capacity and performance assessment services, including monitoring physical resources to support Client's planning for performance and growth objectives.
 - Delete or archive unnecessary files.

Additional activities, custom solution implementation, configuration, and integration services are available for an additional charge under a statement of work.

This subscription service is purchased per month and expires as specified in the client's Proof of Entitlement.

4. Setup Services

Setup Services can be acquired to assist the Client with the initial installation of the core offering.

4.1 IBM Master Data Management on Cloud Jump Start

This set-up service provides up to 50 hours of remote consulting time for startup activities including:

- a. Assistance with use cases,
- b. Coaching on proven practices for reports, dashboards and other systems tooling,
- c. Guided assistance and advice on preparation, execution and validation for initial data loading, and
- d. Other administrative and configuration topics of interest (collectively, "startup activities").

This remotely delivered set-up service is purchased per Engagement, and expires 90 days from the date of purchase of entitlement, as specified in Client's Proof of Entitlement, regardless of whether all hours have been used.

4.2 IBM Master Data Management on Cloud Accelerator

This set-up service provides up to 50 hours of remote consulting time to be used for performing activities including:

- a. Assistance with use cases, including data movement use cases in support of a one-time, point in time, data movement
- b. Coaching on proven practices for reports, dashboards and other systems tooling,
- c. Guided assistance and advice on preparation, execution and validation for initial data loading (including setup of source and target environments and data movement as defined in data movement use case), and
- d. Other administrative and configuration topics of interest (collectively, "Activities").

This remotely delivered set-up service is purchased per Engagement and expires 12 months from the date of purchase of entitlement or on the last day of the initial IBM SaaS subscription term, whichever is earliest, regardless of whether all hours have been used.

5. 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 Clients 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.

This IBM SaaS is included in IBM's Privacy Shield certification and applies when Client chooses to have the IBM SaaS hosted in a data center located in the United States. The IBM Privacy Shield Privacy Policy applies to this offering, and is available here:

http://www.ibm.com/privacy/details/us/en/privacy_shield.html.