



IBM Terms of Use – SaaS Specific Offering Terms

IBM IoT for Automotive

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 IoT for Automotive Dedicated Nodes Base
- IBM IoT for Automotive Dedicated Nodes Incremental

2. Charge Metrics

The IBM SaaS is available under the charge metric 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

Technical Support Hours of Operation:

- Sunday 10:00 PM GMT to Friday 11:59 PM GMT (excluding US/Italian/Australian holidays).
- Please see holiday schedule at: <http://ibm.biz/bluemixholidays>

Technical support for the IBM SaaS is provided through ticketed, technical support with the response time objectives defined below and are included with the service. Response time objectives described herein are intended to describe IBM's goals only, and do not represent a guarantee of performance

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	Within 1 hour	24x7

	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.		
2	Significant business impact: A service business feature or function of the service is severely restricted in its use or you are in jeopardy of missing business deadlines.	Within 2 hours	Hours of Operation
3	Minor business impact: Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 4 hours	Hours of Operation
4	Minimal business impact: An inquiry or non-technical request.	Within 8 hours	Hours of Operation

6. IBM SaaS Offering Additional Terms

6.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the IBM SaaS offering in a publicity or marketing communication.

6.2 Cookies

Client 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 has 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.

IBM will not collect or access data stored by Client applications, services, or end users who access the Client applications or other personally identifiable end customer information except as directed by Client.

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.

Appendix A

1. IBM SaaS Description

1.1 IBM IoT for Automotive Dedicated Nodes Base

The IBM SaaS provides automotive domain specialized application development enablers for data acquisition, storage, real-time processing, and business rules support. The IBM SaaS provides APIs to fetch vehicle location, movement, vehicle health, and analytic insights. The APIs (listed below) can also be used to retrieve and manage large volumes of automotive data, including map context and driver behavior data:

- IBM IoT for Automotive: Vehicle Data Hub
- IBM IoT for Automotive: Asset
- IBM Watson IoT Context Mapping
- IBM Watson IoT Driver Behavior

The IBM SaaS supports common industry message formats including MQTT, HTTPS, and UDP, so Client can integrate existing vehicle data streams into the service for a range of streaming and big data analytics. Selected data is stored where it can be queried and extracted.

Included with this offering is support for 100,000 devices and 1.6 TB of data processed.

The IBM SaaS is designed to be one part of Client's comprehensive software development process, which will necessarily involve additional tools and procedures. As with any development process, Client is responsible for developing, sufficiently testing and remediating its products and it is solely responsible for any foreseen or unforeseen consequences or failures of Client's product.

2. Additional Features

2.1 IBM IoT for Automotive Dedicated Nodes Incremental

This IBM SaaS offering allows Client to expand the number of devices supported and amount of data processed beyond what is included in the base subscription. Each Instance entitlement to this offering provides an additional capacity for 100K devices and 0.5TB data processed.

3. 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.