



IBM Terms of Use – SaaS Specific Offering Terms

IBM Informix 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.

IBM Bluemix, IBM’s open standards cloud platform for building, running, and managing apps and services, is a technical pre-requisite for the IBM SaaS. New users can register for access via the online registration form: <https://console.ng.bluemix.net/registration>.

1. IBM SaaS

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

- IBM Informix on Cloud Advanced Small
- IBM Informix on Cloud Advanced Medium
- IBM Informix on Cloud Advanced Large
- IBM Informix on Cloud Advanced XLarge

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 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

Set-up Services are purchased on a per Engagement basis and will be billed at the rate specified in the 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 online forums, and an online problem reporting system which is available on the Client portal at <https://support.ibmcloud.com>. IBM will make available the IBM Software as a Service Support Handbook which provides technical support contact information and other information and processes. Technical support is offered with the IBM SaaS and is not available as a separate offering.

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 you are 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 General

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

6.2 Personal Information and Regulated Data

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.

6.3 Security

Client acknowledges that the IBM SaaS is controlled by Client and Client agrees to maintain the IBM SaaS in accordance with Client's security standards. Section 7.2 Security Practices of the Terms of Use – General Terms does not apply to this ToU. Further, IBM will not be responsible for any claims, losses, and liabilities or damages relating to any claims (including loss of data) made against IBM as a result of Client's failure to maintain security standards for the IBM SaaS.

6.3.1 Service Integrity and Availability

The data center is monitored 24x7.

Client will be notified of hardware failures. Monitoring and responding to OS or software failures is the responsibility of the Client, engaging IBM support as required.

6.3.2 Activity Logging

Client is responsible for activity logging, as needed.

6.3.3 Encryption

Informix native encryption is included for all configurations of the IBM SaaS. Informix native encryption encrypts Client's Informix database and provides secure local key management based on Public Key Cryptography Standard #12 (PKCS#12). IBM provides Client with an initial Informix server with encryption

at rest. Client is responsible for any change, and further configuration, implementation, and maintenance of encrypted Informix databases using the included Informix options, utilities and documentation.

6.4 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.

6.5 Client Obligations

Client is obligated to install patches for Informix, operating system, and other software in a timely manner to avoid defects, avoid security issues, and maintain currency with new functionality.

Client may:

- Only install and run software on the IBM SaaS that is directly related to performing or supporting use of data through the pre-installed Informix software. Client is prohibited from installing or using any other software of any kind on the IBM SaaS.
- Install additional open source packages for use with the IBM SaaS on the nodes. IBM is not obligated to support these packages and is not responsible for impacts to the performance of the IBM SaaS (i.e. Informix, the operating system, or the hardware platform as a whole) due to these additional packages.

Appendix A

1. IBM Informix on Cloud

IBM Informix on Cloud is offered based on the configuration that best meets the Client's needs. The available configurations are described below.

1.1 IBM Informix on Cloud Advanced Small

Virtual private server with 2 x 2.0 GHz Xeon Cores, 8 GB RAM, First Disk 100 GB (SAN), Second Disk 500 GB (SAN), 1 Gbps Public and Private Network Uplinks, Performance Storage 100 GB at 500 IOPS, Informix Advanced Enterprise Server Edition

1.2 IBM Informix on Cloud Advanced Medium

Virtual private server with 4 x 2.0 GHz Xeon Cores, 16 GB RAM, First Disk 100 GB (SAN), Second Disk 1 TB (SAN), 1 Gbps Public and Private Network Uplinks, Performance Storage 100 GB at 1200 IOPS, Informix Advanced Enterprise Server Edition

1.3 IBM Informix on Cloud Advanced Large

Virtual private server with 8 x 2.0 GHz Xeon Cores, 32 GB RAM, First Disk 100 GB (SAN), Second Disk 2 TB (SAN), 1 Gbps Public and Private Network Uplinks, Performance Storage 100 GB at 1,600 IOPS, Informix Advanced Enterprise Server Edition

1.4 IBM Informix on Cloud Advanced XLarge

Bare metal server with 12 x 2.4 GHz Xeon Cores, 128 GB RAM, Disk Controller - 2 x 800 GB SSD - Configured with RAID 1 (800 GB), 6 x 1.2TB SSD – Configured with RAID 10 (3.5TB), 10 Gbps Redundant Public and Private Network Uplinks, Informix Advanced Enterprise Server Edition

2. Set-Up Services

2.1 IBM Informix on Cloud Jump Start Remotely Delivered Setup

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

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

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

2.2 IBM Informix on Cloud Accelerator Remotely Delivered Setup

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

- Assistance with use cases, including data movement use cases in support of a one-time, point in time, data movement.
- Coaching about proven practices for reports, dashboards, and other systems tooling.
- Guided assistance and advice about 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).
- Other administrative and configuration topics of interest (collectively, activities).

This remotely delivered setup 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.