

IBM Cloud UrbanCode Deploy

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: <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 Cloud UrbanCode Deploy Server
- IBM Cloud UrbanCode Deploy Connection (non-System z)
- IBM Cloud UrbanCode Deploy Connection for System z Workloads
- IBM Cloud UrbanCode Deploy Environment
- IBM Cloud UrbanCode Deploy Server Services
- VPN Secure Tunnel
- IBM Cloud UrbanCode Deploy Relay
- IBM Cloud UrbanCode Deploy Connection Services

2. Charge Metrics

The IBM SaaS is sold under one of the following IBM 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.
- Connection** – is a unit of measure by which the IBM SaaS can be obtained. A Connection is a link or association of a database, application, server, or any other type of device to the IBM SaaS. Sufficient entitlements must be obtained to cover the total number of Connections which have been or are made to the IBM SaaS during the measurement period specified in Client's PoE or Transaction Document.

For the purposes of this IBM SaaS, an agent is considered a Connection.

- Item** – is a unit of measure by which the IBM SaaS can be obtained. An Item is an occurrence of a specific item that is processed by, managed by, or related to the use of the IBM SaaS. Sufficient entitlements must be obtained to cover every Item processed by, managed by, or related to the use of the IBM SaaS during the measurement period specified in Client's PoE or Transaction Document.

3. Charges and Billing

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

3.1 Set-Up Charges

Set-up charges will be 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 telephone, email, online forums, and eSupport tooling. 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. 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. 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 Secure VPN Tunnel Network

IBM is not responsible for the monitoring or maintenance of the any network devices located at an external client site related to the VPN Secure Tunnel. Client is also responsible for any changes to the site-to-site VPN related to the addition of servers.

6.3 General

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

Appendix A

1. IBM SaaS Description – Required Components

This IBM Cloud UrbanCode Deploy SaaS offering provides application deployment automation capabilities with these key features:

1.1 IBM Cloud UrbanCode Deploy Server

The UrbanCode Deploy Server provides the user interface, workflow engine, security service and more. The server is accessible via web browser or command line to configure the tool, run deployments and view reports.

1.2 IBM Cloud UrbanCode Deploy Environment

Environmental managed services for the Network, Hardware, Operating System to ensure the health and integrity of the SaaS environment in steady state operation.

1.3 Required Connection Entitlements

A subscription is required to Connections for either System z or non-System z connections.

1.3.1 IBM Cloud UrbanCode Deploy Connection (non-System z)

A Connection (may also be referred to as an Agent) is a light-weight, stateless, Java process running on a remote server. It subscribes to JMS topics provided by the controller server. When the controller puts out a task for it to run the Agent picks up the task, and runs the appropriate commands. As necessary, it utilizes web services provided by the controllers to get additional information it needs or post back results.

1.3.2 IBM Cloud UrbanCode Deploy Connection for System z Workloads

A Connection (may also be referred to as an Agent) is a light-weight, stateless, Java process running on a remote server. It subscribes to JMS topics provided by the controller server. When the controller puts out a task for it to run the Agent picks up the task, and runs the appropriate commands. As necessary, it utilizes web services provided by the controllers to get additional information it needs or post back results. This Connection/Agent is specifically for deployments to z Systems.

2. Optional Services

2.1 IBM Cloud UrbanCode Deploy Server Services

This offering provides managed services and ongoing maintenance with any necessary patching and regular upgrades for IBM Cloud UrbanCode Deploy Server to ensure the health and integrity of the SaaS environment in steady state operation.

2.2 VPN Secure Tunnel

Ongoing maintenance of the secure VPN tunnel ensures that network connectivity remains healthy in steady state operation.

2.3 IBM Cloud UrbanCode Deploy Connection Services

This offering provides managed services and ongoing maintenance for IBM Cloud UrbanCode Deploy Connections (agents) to ensure the health and integrity of the SaaS environment in steady state operation. Services also provide centralized, simplified network administration through the Secure VPN Tunnel.

2.4 IBM Cloud UrbanCode Deploy Relay

This service provides managed services and ongoing maintenance for Relays, which are necessary to coordinate communication between connections/agents and the IBM UrbanCode Deploy server.

3. IBM Cloud UrbanCode Deploy Setup Service Offerings

3.1 IBM Cloud UrbanCode Deploy Environment Setup

This setup is required for the Initial boarding of the IBM Cloud UrbanCode Deploy Server in the SaaS environment to provide an operational environment conducive for deployment automation in a hybrid cloud scenario.

3.2 VPN Secure Tunnel Setup

This setup services is required for all clients who subscribe to the secure VPN tunnel between IBM Cloud UrbanCode Deploy SaaS and the environment of the Client's choosing. It provides capabilities to perform hybrid cloud deployments.

3.3 IBM Cloud UrbanCode Deploy Relay Setup

Initial setup, configuration and installation of the IBM Cloud UrbanCode Deploy Relay in an environment of the Client's choosing. A Connection/agent provides the ability to connect the IBM UrbanCode Deploy Server and the deployment endpoint. The Relay enables connection through the firewall or VLAN.

3.4 IBM Cloud UrbanCode Deploy Connection Services Setup

Initial setup, configuration and installation of the IBM Cloud UrbanCode Deploy Connections/Agents in an environment of the Client's choosing. A Connection provides software connectivity between the IBM Cloud UrbanCode Deploy Server and the deployment endpoint.

4. 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.