



# IBM Terms of Use – SaaS Specific Offering Terms

## IBM App Connect Professional

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/](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 App Connect Professional on Cloud Level 1
- IBM App Connect Professional on Cloud Level 2
- IBM App Connect Professional on Cloud Level 3
- IBM App Connect Professional on Cloud SaaS
- IBM App Connect Professional on Cloud Additional Actions Instance Add-on
- IBM App Connect Professional Hybrid Entitlement

### 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. Virtual Processor Core is a unit of measure by which the IBM SaaS can be obtained. A Physical Server is a physical computer that is comprised of processing units, memory, and input/output capabilities and that executes requested procedures, commands, or applications for one or more users or client devices. Where racks, blade enclosures, or other similar equipment is being employed, each separable physical device (for example, a blade or a rack-mounted device) that has the required components is considered itself a separate Physical Server. A Virtual Server is either a virtual computer created by partitioning the resources available to a Physical Server or an unpartitioned Physical Server. A Processor Core (commonly called a processor or CPU) is a functional unit within a computing device that interprets and executes instructions. A Processor Core consists of at least an instruction control unit, and one or more arithmetic or logic unit. A Virtual Processor Core is a Processor Core in an unpartitioned Physical Server, or a virtual core assigned to a Virtual Server. Sufficient entitlements must be obtained for each Virtual Processor Core made available to the IBM SaaS during the measurement period specified in Client’s Proof of Entitlement or Transaction Document.
- c. 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 IBM SaaS. 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 time a Flow is executed, it is one Action. Only Flows in execution are counted as Actions. If the Flows are just deployed without being executed, then Actions are not counted. For example, if a Flow is from Point A to Point B, each time this Flow is called it is counted as 1 Action. Item overage charges will be assessed for each Action that exceeds Client’s entitled usage based on the offering to which Client has subscribed.

### 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.

### 3.2 Overage Charges

If Client's actual usage of the IBM SaaS during the measurement period exceeds the entitlement stated on the PoE or as defined in Client's selected configuration, then Client will be invoiced for the overage, as set forth in the Transaction Document.

#### 1.1 Verification

Client will i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the IBM SaaS and for two years thereafter.

## 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 email, online forums, and an online problem reporting system. 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 included with the IBM SaaS and is not available as a separate offering.

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
1	<b>Critical business impact/service down:</b> 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	<b>Significant business impact:</b> 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	<b>Minor business impact:</b> 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	<b>Minimal business impact:</b> 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 offering in a publicity or marketing communication.

## 6.2 Hybrid Entitlement Offerings

If the IBM SaaS offering is designated as “Hybrid Entitlement”, Client will receive entitlement to use the IBM SaaS, the IBM Programs identified in the Appendix A section of this ToU for use in the environment of Client’s choice, and the right to use and have access to technical support and Program upgrades for the identified Programs. Client is able to use the identified Programs and access technical support and Program upgrades as long as Client continues to subscribe to the IBM SaaS.

Use of an IBM SaaS Hybrid Entitlement offering is subject to the following terms and restrictions:

- a. Client’s use of the Program(s) are licensed under the terms of the International Program License Agreement and the corresponding License Information included with the Program(s).
- b. Client may use the Programs and the technical support and Program upgrades provided by a Hybrid Entitlement offering subject to the applicable terms of the IBM International Passport Advantage Agreement (Z125-5831-09) as follows:
  - (1) the first three paragraphs of Section 3 – Programs and IBM Software Subscription and Support, and
  - (2) paragraphs three and four of Section 3.8 – IBM Software Subscription and Support (“S&S”).
- c. When Client’s subscription to the IBM SaaS ends, Client must remove all Programs provided by the Hybrid Entitlement offering from their systems and destroy all copies.
- d. Client’s use of a Hybrid Entitlement offering’s total acquired quantity of the IBM SaaS may be divided between use of the IBM SaaS and use of the Programs provided by the Hybrid Entitlement offering. Client’s use at any given time cannot exceed the total number of entitlements acquired as specified on Client’s PoE. Overages charges will apply as specified in the TD if Client’s use exceeds the entitlement stated on the PoE.

## 6.3 Enabling Software

This IBM SaaS offering includes the following enabling software.

- a. Secure Connector is an optional component that provides security around the transfer of data between the IBM SaaS and an endpoint located behind a firewall.
- b. Integration Studio is an optional component that enables a user to design and test integration projects offline and then publish them to the IBM SaaS.

## 6.4 Cookies

Client agrees that IBM may use cookies and or similar technologies to determine user privileges and entitled tool functionalities. Client will be responsible for end user notification where required by applicable law. Where required by applicable law, Client has notified the users and obtained their consent to do all of the above.

## 6.5 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

IBM App Connect Professional on Cloud is a multi-tenant, cloud-based platform that provides tools and resources to integrate cloud and on-premise applications. Clients may choose from any supported cloud and on-premise applications. Clients have the following two options to subscribe to this cloud service.

a. IBM App Connect Professional on Cloud Level1, Level 2, Level 3

IBM App Connect Professional on Cloud is available with a choice of three pre-defined Instance sizes. These Instance sizes are differentiated based on number of Actions allowed and the total execution duration of workload in hours, per month.

Cloud Service	Actions per month	Workload Hours per month
App Connect Professional on Cloud Level 1	20,000 actions	100 hours
App Connect Professional on Cloud Level 2	50,000 actions	250 hours
App Connect Professional on Cloud Level 3	100,000 actions	500 hours

Each Level provides Clients access to complete platform functionality, tooling to configure, run, and manage application integrations, connectivity to supported cloud and on-premise applications, unlimited endpoints connectivity and unlimited users. Each level limits the total number of Actions per month and number of allowed hours of usage per month, cumulative across all Client's environments.

When Client purchases the IBM SaaS, Client can acquire the Levels in multiples, in any combination, to cover the capacity required. Client may also optionally purchase additional Actions and hours using the optional add-on offering described below. If Client's usage in a particular month exceeds the entitled capacity for an entitled Level or aggregate of Levels, Client will be charged an overage at a rate specified in the Transaction Document.

b. IBM App Connect Professional on Cloud SaaS

IBM App Connect Professional on Cloud SaaS per VPC allows Client to purchase entitlements to dedicated runtimes. The dedicated Instance provides Client access to complete platform functionality, tooling to configure, run, and manage application integrations, connectivity to supported cloud and on-premise applications, unlimited endpoints connectivity and unlimited users. There is a prescribed minimum number of virtual cores which Client will be required to procure for using dedicated capacity.

This IBM SaaS also includes entitlement to IBM App Connect Personal – IBM App Connect Personal is a multi-tenant cloud based service that allows users to build simple integration flows between applications. The Actions consumed on IBM App Connect Personal will count in the cumulative Actions count per month.

c. IBM App Connect Professional Hybrid Entitlement

Entitlement to the IBM App Connect Professional Hybrid offering allows Client to use the IBM SaaS offering via the cloud or install the software on-premise (ie "IBM Program"). The IBM Program included in this entitlement is IBM App Connect Professional.

Client is able to use the IBM Program and access technical support and IBM Program upgrades as long as Client continues to subscribe to the IBM SaaS.

## **2. Optional / Additional Features**

### **IBM App Connect Professional on Cloud Additional Actions Instance Add on**

This IBM SaaS offering provides Client the ability to use extra Actions per month beyond the specified Action limits in each Level. Each Instance entitlement provides Client an additional 1,000 Actions and 5 workload hours of use.

## **3. Personal Information and Regulated Content**

This Cloud Service 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 Cloud Service meets Clients needs with regard to the type of content Client uses in connection with the Cloud Service.



**Appendix B**

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

**1. Availability Credits**

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware of an event that has impacted the IBM SaaS availability. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the IBM SaaS based on the duration of time during which production system processing for the IBM SaaS is not available (“Downtime”). Downtime is measured from the time Client reports the event until the time the IBM SaaS is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM’s control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the IBM SaaS during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 75 percent of one twelfth (1/12th) of the annual charge for the IBM SaaS.

For bundled IBM SaaS (individual IBM SaaS offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled IBM SaaS, and not the monthly subscription fee for each individual IBM SaaS. Client may only submit claims relating to one individual IBM SaaS in a bundle at a given time.

**2. Service Levels**

Availability of the IBM SaaS during a Contracted Month is as follows:

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month which is the subject of a Claim)
<99.5%	10%
< 99.0%	50%
< 95.0%	75%

\* If the IBM SaaS was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the IBM SaaS in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month, minus the total number of minutes of Downtime in a contracted month, divided by the total number of minutes in a contracted month.

Example: 500 minutes total Downtime during contracted month

$  \begin{array}{r}  43,200 \text{ total minutes in a 30 day Contracted Month} \\  - 500 \text{ minutes Downtime} \\  \hline  = 42,700 \text{ minutes} \\  \\  \hline  43,200 \text{ total minutes}  \end{array}  $	<p>= 50% Availability credit for 98.8% availability during the contracted month</p>
---	---