

IBM Watson Content Hub

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 Watson Content Hub – Base
- IBM Watson Content Hub – Base – Asset Storage Pay Per Use
- IBM Watson Content Hub – Base – Data Transfer Pay Per Use
- IBM Watson Content Hub – Base – Additional Asset Storage
- IBM Watson Content Hub – Base – Additional Data Transfer
- IBM Watson Content Hub – Standard
- IBM Watson Content Hub – Standard – Asset Storage Pay Per Use
- IBM Watson Content Hub – Standard – Data Transfer Pay Per Use
- IBM Watson Content Hub – Standard – Additional Asset Storage
- IBM Watson Content Hub – Standard – Additional Data Transfer
- IBM Watson Content Hub – Plus
- IBM Watson Content Hub – Plus – Asset Storage Pay Per Use
- IBM Watson Content Hub – Plus – Data Transfer Pay Per Use
- IBM Watson Content Hub – Plus SLA
- IBM Watson Content Hub – Plus – Additional Asset Storage
- IBM Watson Content Hub – Plus – Additional Data Transfer

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. Gigabyte is a unit of measure by which the IBM SaaS can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the IBM SaaS during the measurement period specified in Client's Proof of Entitlement 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.

3.2 Pay Per Use Charges

If Client's actual usage of the Asset Storage and Data Transfer allocation included in the IBM SaaS subscription during the measurement period exceeds the limit included in the entitlement, Client will be invoiced for the overage usage on a pay-per-use basis at the rate specified in the Transaction Document.

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, 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 offered with the IBM SaaS and is not available as a separate offering.

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 publicity or marketing communication.

6.2 Cookies

Client is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Client (your 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 have 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.

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.

6.4 Data Use

IBM (a) may compile aggregate and Summary data related to Client's use of IBM Watson Content Hub (excluding personally identifiable information), and (b) may prepare reports, studies analyses, and other work product resulting from this compilation and analysis (collectively the "Compiled Data"). IBM retains all ownership rights in and to the Compiled Data.

Further Client data and content may be utilized by IBM for internal research, testing, and development in a non-production environment provided IBM first removes those data fields which contain Client's identity, and Client may elect for their data or content not to be used for such non-production purposes by contacting Technical Support.

Appendix A

1. IBM SaaS Description

IBM Watson Content Hub is a cloud-based content management solution that enables line-of-business users to store and manage web content and related assets such as images, documents and videos. It provides a rich set of APIs for clients to access its facilities as well as a tablet-friendly business user interface to manage content and assets.

1.1 IBM Watson Content Hub – Base

This IBM SaaS offering provides Client with the ability to store up to 10,000 content items, subject to the following asset storage and data transfer allowances:

- Asset Storage – 10GB
- Data Transfer – 100GB

Asset Storage – is defined as the total storage in GB required for all content and assets that are managed within the IBM SaaS.

Data Transfer – is defined as the total data transfer in GB consumed by applications requesting published content or assets from the IBM SaaS.

1.1.1 IBM Watson Content Hub – Base – Asset Storage Pay Per Use

This service provides additional Asset Storage capacity in increments of 10GB on a pay-per-use basis when Client exceeds its entitled Additional Asset Storage capacity.

1.1.2 IBM Watson Content Hub – Base – Data Transfer Pay Per Use

This service provides additional Data Transfer capacity in increments of 100GB on a pay-per-use basis when Client exceeds its entitled Additional Data Transfer capacity.

1.2 Optional / Additional offerings for IBM Watson Content Hub – Base

1.2.1 IBM Watson Content Hub – Base – Additional Asset Storage

This optional offering increases Client's Asset Storage allowance beyond what included in the IBM Watson Content Hub – Base subscription in increments of 10GB.

1.2.2 IBM Watson Content Hub – Base – Additional Data Transfer

This optional offering increases Client's Data Transfer allowance beyond what included in the IBM Watson Content Hub – Base subscription in increments of 100GB.

1.3 IBM Watson Content Hub – Standard

This IBM SaaS offering provides Client with the ability to store up to 100,000 content items, subject to the following asset storage and data transfer allowances:

- Asset Storage – 25GB
- Data Transfer – 250GB

1.3.1 IBM Watson Content Hub – Standard – Asset Storage Pay Per Use

This service provides additional Asset Storage capacity in increments of 10GB on a pay-per-use basis when Client exceeds its entitled Additional Asset Storage capacity.

1.3.2 IBM Watson Content Hub – Standard – Data Transfer Pay Per Use

This service provides additional Data Transfer capacity in increments of 100GB on a pay-per-use basis when Client exceeds its entitled Additional Data Transfer capacity.

1.4 Optional / Additional offerings for IBM Watson Content Hub – Standard

1.4.1 IBM Watson Content Hub – Standard – Additional Asset Storage

This optional offering increases Client's Asset Storage allowance beyond what included in the IBM Watson Content Hub – Standard subscription in increments of 10GB.

1.4.2 IBM Watson Content Hub – Standard – Additional Data Transfer

This optional offering increases Client's Data Transfer allowance beyond what included in the IBM Watson Content Hub – Standard subscription in increments of 100GB.

1.5 IBM Watson Content Hub – Plus

This IBM SaaS offering provides Client with the following asset storage and data transfer allowances:

- Asset Storage – 50GB
- Data Transfer – 500GB

1.5.1 IBM Watson Content Hub – Plus – Asset Storage Pay Per Use

This service provides additional Asset Storage capacity in increments of 10GB on a pay-per-use basis when Client exceeds its entitled Additional Asset Storage capacity.

1.5.2 IBM Watson Content Hub – Plus – Data Transfer Pay Per Use

This service provides additional Data Transfer capacity in increments of 100GB on a pay-per-use basis when Client exceeds its entitled Additional Data Transfer capacity.

1.6 Optional / Additional offerings for IBM Watson Content Hub – Plus

1.6.1 IBM Watson Content Hub – Plus – Additional Asset Storage

This optional offering increases Client's Asset Storage allowance beyond what included in the IBM Watson Content Hub – Plus subscription in increments of 10GB.

1.6.2 IBM Watson Content Hub – Plus – Additional Data Transfer

This optional offering increases Client's Data Transfer allowance beyond what included in the IBM Watson Content Hub – Plus subscription in increments of 100GB per month.

2. 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.



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 authoring and delivery 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 10 percent of one twelfth (1/12th) of the annual charge for the IBM SaaS.

2. Service Levels

Availability of the IBM SaaS during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
< 99.9%	2%
< 99%	5%
< 98%	10%

* 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 the contracted month.

Example: 60 minutes total Downtime during contracted month

<p>43,200 total minutes in a 30 day contracted month - 60 minutes Downtime = 43,140 minutes</p> <hr/> <p>43,200 total minutes</p>	<p>= 2% Availability credit for 99.8% availability during the contracted month</p>
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