



IBM Terms of Use – SaaS Specific Offering Terms

IBM Application Integration Suite 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.

1. IBM SaaS

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

- IBM Application Integration Suite on Cloud
- IBM Application Integration Suite Hybrid Entitlement

2. Charge Metrics

The IBM SaaS Service is sold under the following charge metric(s) as specified in the Transaction Document:

- a. Instance is a unit of measure by which the IBM IBM SaaS can be obtained. An Instance is access to a specific configuration of the IBM IBM SaaS. Sufficient entitlements must be obtained for each Instance of the IBM IBM SaaS made available to access and use during the measurement period specified in Client’s Proof of Entitlement (PoE) or Transaction Document.
- b. 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 the business user tooling and connector environment of this IBM SaaS, an Item is an Action.
- c. 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 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.

3.2 Overage Charges

If actual usage of the IBM SaaS during the measurement period exceeds the entitlement specified in the PoE, Client will be charged for the overage as specified in the Transaction Document for the IBM SaaS.

If the usage in a particular month exceeds the entitled usage for Actions included with the App Connect component of AISoC, the Client will be charged an overage per 1,000 Items at a rate specified in the Transaction Document. Details of Item overage charges can be found in Appendix A.

3.3 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. In addition, Clients receive ticketed, technical support with the response time objectives defined below. Technical support is offered as part of the IBM SaaS and is not available as a separate add-on offering.

IBM will make available the IBM Software as a Service Support Handbook which provides technical support contact information and other information and processes.

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 2 business hours	24 hours, 7 days per week
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	Monday to Friday 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	Monday to Friday business hours
4	Minimal business impact: An inquiry or non-technical request.	Within 1 business day	Monday to Friday business hours

6. IBM SaaS Offering Additional Terms

6.1 General

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

6.2 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.

6.3 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 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. Overage charges will apply as specified in the TD if Client’s use exceeds the entitlement stated on the PoE.

6.4 Enabling Software

This IBM SaaS includes enabling software, which may be used only in connection with Client’s use of the IBM SaaS and only for the IBM SaaS term.

- a. Integration Bus on Cloud Component Enabling Software
 - The Integration Toolkit can be accessed by downloading the Developer Edition of IBM Integration Bus.
- b. App Connect Professional Component Enabling Software:
 - 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.
 - 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.

Appendix A

1. IBM SaaS Description

The IBM Application Integration Suite on Cloud (AISOc) is a cloud based suite of multi-tenant services. The offering provides a solution combining the capabilities of:

- IBM Integration Bus on Cloud - integration runtime containers
- IBM App Connect Professional on Cloud – business user tooling and connector environment
- IBM API Connect Professional on Bluemix – API management service

Clients have the following options to subscribe to this IBM SaaS:

a. IBM Application Integration Suite on Cloud Level1, Level 2, Level 3

The IBM SaaS is offered with a choice of 3 pre-configured environments providing Client with the following capabilities:

Capabilities	Level 1	Level 2	Level 3
Integration runtime containers	1 virtual processor core, 8 GB memory	2 virtual processor cores, 16 GB memory	3 virtual processor cores, 24 GB memory
Connector environment and Business User Tooling	Unlimited endpoints, unlimited users, with a total of 20,000 actions or 100 hours	Unlimited endpoints, unlimited users ,with a total of 50,000 actions or 250 hours	Unlimited endpoints, unlimited users, with a total of 100,000 actions or 500 hours
Managed API calls per month	350,000	700,000	1,050,000
Functionality	Complete	Complete	Complete
Support	Standard	Standard	Standard

Hosted on IBM Cloud, the Suite provides the same rich functionality in each Level, to

- Securely connect cloud and on-premise applications for seamless hybrid integration.
- Create integrations by using rich connectors and integration templates.
- Create micro-services and exposing them as APIs quickly

b. IBM Application Integration Suite on Cloud – SaaS per Virtual Processor Core

This provides the same entitlements as Level 1 above

c. IBM Application Integration Suite Hybrid Entitlement

Entitlement to the Application Integration Suite 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 Application Integration Suite.

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.

1.2 Integration Runtime Containers (powered by IBM Integration Bus on Cloud)

The IBM Integration Bus on Cloud service is a multi-tenant cloud based service that allows users to deploy integration solutions that have been developed using IBM Integration Toolkit into a container.

The offering provides a solution allowing:

- Deployment of integration solutions
- Monitoring of deployed integration solutions

A container allows the Client to package an application with all of its dependencies into a standardized unit for software development. A container contains all the necessary components, including runtime, system tools and libraries, to enable a Client to deploy their integration solution. Containers come in

various sizes, for instance 4GB, which describes the amount of memory that a container has access to in the IBM Softlayer Data Center.

Sample integration solutions are provided to enable Clients to get started with the IBM SaaS. These samples are for example purposes only and should not be used in production.

1.3 Connector Environment & Business User Tooling (powered by IBM App Connect Professional)

IBM App Connect Professional on Cloud is a multi-tenant, cloud-based service that provides tools and resources to integrate cloud and on-premise applications. It includes tooling for business users to build simple integration flows that connect applications.

Each level of Application Integration Suite on Cloud includes a defined number of Actions per month for use of the connector environment and business user tooling.

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 Action, 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.

1.4 API Management Service (powered by IBM API Connect Professional on Bluemix)

IBM API Connect on Bluemix enables enterprises to accelerate their digital transformation powered by APIs and micro-services. It enables the automated creation of APIs, simple discovery of systems of records, self-service access for internal and third party developers and built-in security and governance. An API Call is the invocation of the API management service via a programmable interface.

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>.

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.