



IBM Terms of Use – SaaS Specific Offering Terms

IBM Cloud Integrated Analytics Environment

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 Cloud Integrated Analytics Environment
- IBM Cloud Integrated Analytics VPN Connectivity
- IBM Cloud Integrated Analytics Standard Security Appliance
- IBM Cloud Integrated Analytics Enterprise Security Appliance
- IBM Cloud Integrated Analytics Extra Small Server
- IBM Cloud Integrated Analytics Small Server
- IBM Cloud Integrated Analytics Medium Server
- IBM Cloud Integrated Analytics Large Server
- IBM Cloud Integrated Analytics SAN Storage

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 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.

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. 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 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 Security Description

This IBM SaaS follows IBM's data security and privacy principles for IBM SaaS which are available at www.ibm.com/cloud/data-security and any additional terms provided in this section. Any change to IBM's data security and privacy principles will not degrade the security of the IBM SaaS.

IBM will provide Client notice of security incidents, however, it is Client's responsibility to investigate and resolve such incidents. IBM reserves the right to isolate and suspend the IBM SaaS if it has become compromised due to an unresolved incident.

The IBM Cloud Integrated Analytics VPN Connectivity offering does encrypt content during data transmission between the IBM network and the Client network. The IBM SaaS does not encrypt content when at rest awaiting data transmission. Client is responsible to encrypt content prior to adding to the IBM SaaS.

6.3.1 Personal Information and Regulated Data

For offerings deployed in the Managed Services Zone (as defined in Appendix A), the Service Description or Terms of Use for those offerings outline the security requirements for processing personal information and regulated data.

For offerings deployed in the Hosted Zone the 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.

6.3.2 Use of Compiled Data

IBM may monitor Client's use of the IBM SaaS, for the purpose of IBM's internal research, testing and development of improvements or enhancements to the IBM SaaS or for the development of new services or to provide Client additional services that provide a more tailored and meaningful experience for users. In doing so, IBM may compile and analyze, in aggregated and anonymized format, summary information reflecting the use of the IBM SaaS by Client's authorized users, and may prepare reports, studies, analysis and other work product resulting from this compilation and analysis (collectively the "Compiled Data"). IBM retains ownership rights in and to the Compiled Data.

6.4 Client Obligations:

6.4.1 IBM Cloud Integrated Analytics VPN Connectivity

- Complete the Virtual Private Network ("VPN") questionnaire and return it to IBM for review before the VPN configuration start date.
- Provide a single technical point of contact knowledgeable in the client enterprise network, VPN and security requirements.
- Ensure that a security and network administrator is/are available during the configuration and validation phase of the VPN configuration to work with IBM to complete VPN setup.
- All administration, maintenance, modification, configuration and testing of hardware and software at the client site used for the VPN.
- User acceptance testing to validate the VPN configuration during implementation.
- Notify via the online problem reporting system of any changes required to VPN configuration.

Appendix A

1. IBM SaaS Description

IBM Cloud Integrated Analytics Environment (CIAE) is a deployment model that provides for private, native connectivity between different enabled, separately purchased IBM SaaS offerings, as well as options for secure client connectivity. The two major categories of those offerings are:

- IBM Analytics fully managed offerings (e.g. dashDB Enterprise, BigInsights on Cloud, Cognos BI etc.)
- IBM Analytics hosted offerings (e.g. DB2 on Cloud, Master Data Management on Cloud, DataStage on Cloud), and Client-managed software deployed on ICIA Servers.

The IBM SaaS in a hosted zone includes:

- Incident notification
- Hardware/infrastructure management except for:
 - IBM Cloud Integrated Analytics Standard Security Appliance
 - IBM Cloud Integrated Analytics Enterprise Security Appliance
- Physical layer problem notification and resolution for IBM managed infrastructure
- Facility security, access control, and maintenance records
- Media disposal and reuse

Client must purchase the following entitlements:

- IBM Cloud Integrated Analytics Entitlement; and
- IBM Cloud Integrated Analytics VPN Connectivity, or IBM Cloud Integrated Analytics Standard Security Appliance, or IBM Cloud Integrated Analytics Enterprise Security Appliance.

For purposes of the Data Security and Privacy Principles document and unless indicated otherwise in the offering descriptions below, the IBM SaaS offering is classified as an Infrastructure as a Service (IaaS) offering.

1.1 IBM Cloud Integrated Analytics Environment

The IBM Cloud Integrated Analytics Environment is deployed in an IBM SoftLayer datacenter consisting of two zones:

- a. A Managed Services Zone, where CIAE-native managed services (including IBM managed site-to-site VPNs) are deployed as well as IBM Analytics managed SaaS offerings. This zone is managed by IBM. For purposes of the Data Security and Privacy Principles document, the Managed Services Zone portion of the offering is classified as an Software as a Service (SaaS) offering.
- b. A Hosted Zone, where IBM Analytics hosted SaaS offerings are deployed. These systems may be:
 - Hosted offerings such as DB2 on Cloud
 - ICIA servers as defined below
 - The Hosted Zone has the option of being externally firewalled by a separately purchased and Client-managed IBM Cloud Integrated Analytics Standard Security Appliance or IBM Cloud Integrated Analytics Enterprise Security Appliance.

1.2 IBM Cloud Integrated Analytics VPN Connectivity

The IBM managed site-to-site VPN service. IBM will automatically terminate each VPN connection when use of the IBM Cloud Integrated Analytics Environment has ended. The IBM Cloud Integrated Analytics VPN Connectivity service uses Site-to-Site IPsec VPN technology.

1.3 IBM Cloud Integrated Analytics Standard Security Appliance

A security appliance deployed in the Hosted Zone and managed by the Client. Used by the Client to enable a Client-managed site-to-site VPN or Client-managed client-to-site VPN as well as for firewalling the hosted zone from the public Internet.

1.4 IBM Cloud Integrated Analytics Enterprise Security Appliance

A redundant pair of security appliances deployed in the Hosted Zone and managed by the Client, this can be used to enable a Client-managed site-to-site VPN or Client-managed client-to-site VPN as well as for firewalling the hosted zone from the public Internet.

1.5 ICIA Servers

IBM Cloud Integrated Analytics Environment servers which are deployed in the hosted zone are used for Client-owned applications that require high speed, low latency connectivity to other applications in the Managed Services and Hosted Zones.

1.5.1 IBM Cloud Integrated Analytics Extra Small Server

A Client-managed SoftLayer server with minimal specifications of 1 public virtual core, 4 GB RAM, 25 GB SAN disk.

1.5.2 IBM Cloud Integrated Analytics Small Server

A Client-managed SoftLayer server with minimal specifications of 4 private virtual cores, 16 GB RAM, 100 GB SAN disk.

1.5.3 IBM Cloud Integrated Analytics Medium Server

A Client-managed SoftLayer server with minimal specifications of 8 private virtual cores, 32 GB RAM, disk1 100 GB SAN disk, disk2 100 GB SAN disk.

1.5.4 IBM Cloud Integrated Analytics Large Server

A Client-managed IBM SoftLayer server with minimal specifications of 16 private virtual core, 64 GB RAM, disk1 100 GB SAN disk, disk2 100 GB SAN disk.

1.5.5 IBM Cloud Integrated Analytics SAN Storage

SAN storage can be added to ICIA Servers in 100, 250 or 500 GB increments.