



IBM Terms of Use – SaaS Specific Offering Terms

IBM Watson Analytics and Cognos Analytics 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: <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 Analytics & Cognos Analytics on Cloud Workgroup
- IBM Watson Analytics & Cognos Analytics on Cloud Standard
- IBM Watson Analytics & Cognos Analytics on Cloud Throughput Capacity
- IBM Watson Analytics & Cognos Analytics on Cloud Additional 250GB Storage
- IBM Watson Analytics & Cognos Analytics on Cloud Multiple User 50GB Storage

2. Charge Metrics

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

- Authorized User** – is a unit of measure by which the IBM SaaS can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the the IBM SaaS in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or 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 PoE or Transaction Document.
- 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.
- Engagement** – is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the IBM SaaS. Sufficient entitlements must be obtained to cover each Engagement.

3. Charges and Billing

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

3.1 Setup Services Charges

Setup Services are purchased on a per Engagement basis and will be billed at the rate specified in the 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.

3.3 Overage Charges

If Client's actual usage of the IBM SaaS during the measurement period exceeds the entitlement stated on the PoE, then Client will be invoiced for the overage, as set forth 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 email, online forums, and an online problem reporting system. Technical support is described in the IBM Software as a Service Support Handbook at http://www-01.ibm.com/software/support/acceleratedvalue/SaaS_Handbook_V18.pdf or a subsequent URL provided by IBM. It provides technical support contact information and other information and processes as detailed under the respective headings for Watson Analytics and Cognos Analytics on Cloud. 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 (Client's 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 Enabling Software

This IBM SaaS includes enabling software for IBM Cognos Analytics on Cloud, which should be used only in connection with Client's use of the IBM SaaS for the IBM SaaS term. If the enabling software contains sample code, Client may make derivative works of the sample code for use with the IBM SaaS. If enabling software is by a separate license agreement, the term of such license agreement(s) also applies, as limited by this section. In the event of conflict, the terms of this Terms of Use prevail over any such accompanying license agreement. Client is responsible to remove enabling software upon expiration or termination of the IBM SaaS.

The following enabling software for IBM Cognos Analytics on Cloud is included and is additionally subject to the license terms that accompany the software which can be found at: <http://www-03.ibm.com/software/sla/sladb.nsf>:

- IBM Cognos Framework Manager
- IBM Cognos Business Intelligence Transformer

6.5 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 Client's needs with regard to the type of content Client uses in connection with the IBM SaaS.

7. IBM Cognos Analytics on Cloud Additional Terms

7.1 Account Creation and Access

Client is responsible for ensuring that each IBM SaaS User protects their account identification and password and controls who may access an IBM SaaS User Account or use any IBM SaaS on Client's behalf.

8. IBM Watson Analytics Additional Terms

8.1 Use of Client Content

IBM may use Client's content and data that Client provides to 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 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.

8.2 Destruction of Content

IBM will destroy Client's data or content upon the expiration or cancellation of the IBM SaaS, or earlier upon Client's request.

8.3 Twitter Content

8.3.1 Definitions

- a. **Analysis Report** – means the results or output created by Client's applications on the IBM SaaS from the process of analyzing and deriving information from the Twitter Content. Such results may not contain Twitter Content, but may contain content that is duplicative to that in the Twitter Content, such as search terms and references to the subject matter of the Tweets.
- b. **Tweet ID** – means a unique identification number generated for each Tweet.
- c. **Tweets** – means a public posting with a text body of no more than 140 characters made by any end user of the Twitter service.
- d. **Twitter Content** – means Tweets, Tweet IDs, public Twitter end user profile information, and any other Twitter data and information made available to Client.

8.3.2 Use of Twitter Content

Client shall not be given any access to the raw Twitter Content. The IBM SaaS provides a means for Client to select and use Twitter Content solely within the IBM SaaS for the sole purpose of conducting analysis on the Twitter Content and producing Analysis Reports.

Twitter Content is neither owned nor controlled by IBM. Twitter Content may include materials that are illegal, inaccurate, misleading, indecent, or otherwise objectionable. IBM or its suppliers have no obligation to review, filter, verify, edit or remove any Twitter Content. However, IBM or its suppliers may, at their sole discretion, do so. Client must utilize the functionality provided by IBM to promptly delete or modify any Twitter Content that may be stored on the IBM SaaS. Client shall have a right to download and remove the Analysis Report from the SaaS.

8.3.3 Volume of Twitter Data

Professional Clients are limited to the following:

- 50,000 Tweets per data set

8.3.4 Restrictions on Twitter Content

Client shall not:

- a. Use Twitter Content in violation of any applicable law including but not limited to privacy laws or for any unauthorized or improper purposes.

- b. Use Twitter Content provided as part of the SaaS to perform analysis on a small group of individuals or a single individual for any unlawful or discriminatory purpose.
- c. Use Twitter Content provided as part of the SaaS to perform analysis that will be included as a part of an advertising network.
- d. Use the Twitter Content to produce analysis that performs a regularly-produced, time-based series of measurements made using the same, or similar, methodologies for the purpose of comparing television program performance over time, or against a defined set or subset of other television programs.
- e. Use any aggregate Twitter user metrics, such as number of users or accounts, obtained while accessing and using the Twitter Content as part of the SaaS for any purpose.
- f. Use the Twitter Content for any other purpose except for the limited purpose allowed for in the SaaS.

8.3.5 Termination by IBM

Client's use of the Twitter Content shall cease upon termination of the IBM SaaS.

Notwithstanding the foregoing, in addition to the rights of suspension and termination in the Agreement, IBM may cease providing access to the Twitter Content at any time without notice and without the obligation to provide Client a refund, credit, or other compensation.

8.3.6 Warranty and Indemnification Disclaimer for Twitter Content

NOTWITHSTANDING THE WARRANTY SET FORTH IN THE AGREEMENT, THE TWITTER CONTENT IS PROVIDED SOLELY "AS IS", "AS AVAILABLE" WITH ALL FAULTS, AND CLIENT'S USE OF THE TWITTER CONTENT IS AT ITS SOLE RISK. IBM DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THE TWITTER CONTENT. IBM DOES NOT WARRANT THAT THE ACCESS TO THE TWITTER CONTENT WILL BE UNINTERRUPTED, OR ERROR-FREE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CLIENT MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS SUCH LAW PROVIDES OTHERWISE). ANY OBLIGATION FOR IBM TO INDEMNIFY CLIENT UNDER THE AGREEMENT DOES NOT APPLY IN ANY WAY TO CLIENT'S ACCESS AND USE OF THE TWITTER CONTENT.

8.3.7 U.S. Government Use

The Twitter Content is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the Twitter Content by any government entity is prohibited, except as expressly permitted by the terms of this Agreement. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. If Client uses the Twitter Content in its official capacity as an employee or representative of a U.S., state or local government entity and Client is legally unable to accept the jurisdiction, venue or other clauses herein, then those clauses do not apply to such entity, but only to the extent as required by applicable law. Contractor/manufacture is Twitter, Inc. 1355 Market Street, Suite 900, San Francisco, California 94103.

Appendix A

1. IBM Watson Analytics and Cognos Analytics on Cloud

IBM Watson Analytics and Cognos Analytics on Cloud brings together in a single offering access to both IBM Watson Analytics and IBM Cognos Analytics on Cloud. Instead of buying and managing subscriptions of two separate Cloud offerings independently, organizations can acquire a single subscription to this bundled offering for separate instances of Watson Analytics and Cognos Analytics on Cloud to quickly explore, visualize, and analyze data for their business needs.

Each Authorized User receives access to both Watson Analytics Professional and Cognos Analytics on Cloud. These capabilities cannot be separated between Authorized Users.

IBM Watson Analytics Professional

Watson Analytics Professional is a multi-user environment that includes the following features and capacities:

- Load .xls, .xlsx or .csv files containing no more than 10,000,000 rows and 500 columns.
- Total storage of 100 GB
- Single tenant where data storage includes source files loaded into the cloud environment and content created within the application.
- Export to PDF and PPT file format.
- Infographics
- Templates
- Expanded Twitter Content
- Connection to Drop Box, Box, Microsoft One Drive, and to Cognos Analytics Reports, Cognos Framework Manager packages

IBM Cognos Analytics on Cloud

Hosted on IBM SoftLayer, IBM SaaS Clients will access the most current functionality of IBM Cognos Analytics that offers the following features:

- A unified interface that exposes functionality in-context
- Enterprise platform can help with business intelligence needs, including scalability, governance, security, and performance.
- Use of existing on-premises database investments or use of cloud data storage
- Connects to dozens of databases

1.1 IBM Watson Analytics and Cognos Analytics on Cloud Workgroup

This IBM SaaS provides access to IBM Watson Analytics Professional and IBM Cognos Analytics Workgroup on Cloud for production use. The IBM SaaS includes all of the features of IBM Watson Analytics Professional and Cognos Analytics on Cloud with the following additional features of IBM Cognos Analytics on Cloud Workgroup:

- Maximum of 100 GB of storage for user generated content
- Use of a 10Gbps high-speed Direct Link between SoftLayer and Client's ISP

User limitation:

- A minimum user requirement of 50 Authorized Users and a maximum of 500 Authorized Users.

1.2 IBM Watson Analytics and Cognos Analytics on Cloud Standard

This IBM SaaS provides user access to IBM Watson Analytics Professional and IBM Cognos Analytics Standard on Cloud. The IBM SaaS includes all of the features of IBM Watson Analytics Professional and Cognos Analytics on Cloud with the following additional features of IBM Cognos Analytics on Cloud Standard:

- Maximum of 250 GB of storage for user generated content

- Includes a separate instance for pre-production use.
- Use of a 10Gbps high-speed Direct Link between SoftLayer and Client's ISP

User limitation:

- A minimum user limit of 100 Authorized Users and a maximum of 500 Authorized Users

2. Optional Add-Ons

The below add-on is available to Clients entitled to the IBM Watson Analytics and Cognos Analytics on Cloud:

- IBM Watson Analytics and Cognos Analytics On Cloud Multiple User 50 GB Storage Add-on (for IBM Watson Analytics)

Available as an add-on to a monthly subscription, each subscription entitlement to this IBM SaaS add-on provides an additional 50 GB of storage for user created content, beyond the maximum defined in the contracted tier.

The following add-ons are available to Clients entitled to the IBM Watson Analytics and Cognos Analytics On Cloud:

- IBM Watson Analytics and Cognos Analytics On Cloud Throughput Capacity (for IBM Cognos Analytics On Cloud)

This IBM SaaS Add-On provides for the provisioning of one (1) additional IBM Cognos Analytics Report Server component. The IBM Cognos Report Server renders reports, in PDF, HTML, XLS, XML and CSV.

- IBM Watson Analytics and Cognos Analytics On Cloud Additional 250 GB Storage (for IBM Cognos Analytics On Cloud)

This optional IBM SaaS add-on provides an additional 250 GB of storage for user created content, beyond the maximum defined in the contracted IBM SaaS.

3. Set-Up Services

3.1 IBM Watson Analytics & Cognos Analytics on Cloud Jump Start Remotely Delivered

This set-up service provides up to 50 hours of remote consulting time for startup activities including (1) assistance with use cases, (2) coaching on proven practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading, and (4) other administrative and configuration topics of interest (collectively, "startup activities"). This remotely delivered set-up service is purchased per Engagement, and expires 90 days from the date of purchase of entitlement, as specified in Client's Proof of Entitlement, regardless of whether all hours have been used.

3.2 IBM Watson Analytics & Cognos Analytics on Cloud Accelerator Remotely Delivered

This set-up service provides up to 50 hours of remote consulting time to be used for performing activities including (1) assistance with use cases, including data movement use cases in support of a one-time, point in time, data movement (2) coaching on proven practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading (including setup of source and target environments and data movement as defined in data movement use case) and (4) other administrative and configuration topics of interest (collectively, "Activities"). This remotely delivered set-up service is purchased per Engagement and expires 12 months from the date of purchase of entitlement or on the last day of the initial IBM SaaS subscription term, whichever is earliest, regardless of whether all hours have been used.

4. Content Backup

4.1 IBM Watson Analytics Professional

Content backups are performed daily and stored in another IBM data center, within the same geographic location, to protect the content from a catastrophic event.

4.2 IBM Cognos Analytics on Cloud

The IBM SaaS includes content backup of the shared folder space only. Backups are taken daily locally and replicated to another database in a separate data center, in the event of a catastrophic event or cause beyond IBM's control in the primary location. IBM will retain the last seven (7) daily backups and an

additional four (4) weekly backups. Backups are encrypted at rest on a disk-based backup system and during transmission. References to "days" or "daily" means calendar days.

5. Beta Functions in Watson Analytics

Beta Functions provided with the IBM SaaS are not part of the IBM SaaS. Beta Functions are provided under the same terms as the IBM SaaS, except as provided below. Some or all of the Beta Functions may not be made generally available by IBM as or in a product or offering. Client is permitted to use the Beta Functions only for internal use for evaluation purposes and not for use in a production environment. Client may use the Beta Functions until IBM withdraws them or terminates access to it. IBM provides the Beta Functions without obligation of support and "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Client should take precautions to avoid any loss of data that might result when the Beta Functions can no longer be used.

Client agrees IBM may use all feedback and suggestions Client provides.

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 10 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 described for each applicable offering.

IBM Watson Analytics & Cognos Analytics on Cloud Workgroup

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 95%	2%

IBM Watson Analytics & Cognos Analytics on Cloud Standard

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
95.0% – 98.99%	2%
Less than 95%	5%

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%.

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 the contracted month, divided by the total number of minutes in the contracted month.

Example: 476 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month
- 476 minutes Downtime
= 42,724 minutes

43,200 total minutes

= 2% Availability credit for Standard & 5% availability credit for Enterprise for 98.8% availability during the contracted month