



IBM Terms of Use – SaaS Specific Offering Terms

IBM dashDB Enterprise for Transactions SaaS

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.

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>.

1. IBM dashDB Enterprise for Transactions SaaS

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

- IBM dashDB Enterprise for Transactions SaaS 2.8.500
- IBM dashDB Enterprise for Transactions SaaS 12.128.1400
- IBM dashDB Enterprise for Transactions SaaS High Availability 2.8.500
- IBM dashDB Enterprise for Transactions SaaS High Availability 12.128.1400

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. 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 Partial Month Charges

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

3.2 Remote Services Charges

Remote Services are purchased on a per Engagement basis and will be billed 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

IBM Bluemix Advanced support (formerly known as Standard support) is included with the IBM SaaS, provided via online forums and an online problem reporting system available on the Client portal at <https://support.ibmcloud.com>. 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	<p>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.</p> <p>Severity 1 issues require that Client is available to help IBM diagnose issues during the 24X7 period otherwise the issue is downgraded to Severity 2.</p>	Within 1 hour	24x7
2	Significant business impact: 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	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 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 Security Information

6.4.1 Privacy Shield

This IBM SaaS is included in IBM's Privacy Shield certification and applies when Client chooses to have the IBM SaaS hosted in a data center located in the United States. The IBM Privacy Shield Privacy Policy applies to this offering, and is available here:

http://www.ibm.com/privacy/details/us/en/privacy_shield.html.

6.4.2 Personal Information and Regulated Data

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. The IBM SaaS may not be used for the transmission or storage of any Protected Health Information (PHI) protected under the Health Information Portability and Accountability Act of 1996 (HIPAA) unless (a) IBM and Client have entered into an applicable Business Associate Agreement, and (b) IBM provides Client with express written confirmation that the IBM SaaS can be used with PHI. In no event shall the IBM SaaS be used for processing PHI as a health care clearinghouse within the meaning of HIPAA.

6.4.3 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.

6.4.4 User Management

When the IBM SaaS is provisioned, a single administrative user is created for Client. The dashDB console provides administrative users the ability to create additional users. Client is wholly responsible for managing the users defined via the console and the level of access assigned to them.

6.4.5 Direct access to the IBM SaaS data store

Both administrative and regular users are able to directly access the IBM SaaS data store using IBM DB2 client programs run outside the IBM SaaS. Client is wholly responsible for ensuring that such access is secured according to Client's requirements. For example, Client may configure the clients such that SSL is used to protect network traffic.

6.4.6 Table level access control

The IBM SaaS allows Client to manage the access rights associated with some database objects, such as tables. Client is wholly responsible for assigning, managing and reviewing these access rights.

6.4.7 Audit Reports

Monitoring reports are made available to Client through the dashDB console. Client is wholly responsible for accessing and interpreting the reports to determine if the activity they reflect is authorized.

6.4.8 Encryption

The IBM SaaS databases are automatically encrypted. The encryption uses Advanced Encryption Standard (AES) in Cipher-Block Chaining (CBC) mode with a 256 bits key. Also, database backup images are automatically compressed and encrypted. Backup images are encrypted using AES in CBC mode with 256 bit keys.

7. Service Level Objective

IBM provides the following service level objective ("SLO") for the IBM SaaS, after IBM makes the IBM SaaS available to Client.

IBM will provide an SLO of 99.9% service availability measured by the following:

- a. The ability to deploy an application either through the portal or command line
- b. The ability to connect to an application service
- c. The availability of an individual service instance

There are no service level credits or reporting offered at this time.

Appendix A

1. IBM SaaS Description

1.1 IBM dashDB Enterprise for Transactions SaaS

The dashDB Enterprise for Transactions SaaS offerings provide a dashDB database that is optimized for online transaction processing (OLTP). The service includes a database that stores user data in a structured format. This database can be accessed and modeled according to the user's requirements through the service's console. The service's console allows users to create tables, load data into the tables and query the data loaded by the user.

1.1.1 IBM dashDB Enterprise for Transactions SaaS 2.8.500

One SQL database per service Instance on a dedicated server with 8GB RAM and 2 vCPUs. Provides up to 500 GB of storage for data and logs.

1.1.2 IBM dashDB Enterprise for Transactions SaaS High Availability 2.8.500

One SQL database per service Instance on redundant dedicated virtual servers with 8GB RAM and 2 vCPUs. Provides up to 500GB of storage for data and logs.

1.1.3 IBM dashDB Enterprise for Transactions SaaS 12.128.1400

One database per service Instance on a dedicated bare metal server with 128GB RAM and 12 Cores. Provides up to 1400GB of SSD storage for data and logs.

1.1.4 IBM dashDB Enterprise for Transactions SaaS High Availability 12.128.1400

One SQL database per service Instance on redundant dedicated bare metal servers with 128GB RAM and 12 Cores. Provides up to 1400GB of SSD storage for data and logs.

2. Remote Services

2.1.1 IBM dashDB Enterprise for Transactions SaaS Jump Start

Provides up to 50 hours of remote consulting time for startup activities including (1) assistance with use cases, (2) coaching on best 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"). Services are purchased per Engagement, and expire 90 days from the date of purchase of entitlement for this Remote Service or from the date Client is notified by IBM that access to the IBM SaaS is available, whichever is later, regardless of whether all hours have been used.

2.1.2 IBM dashDB Enterprise for Transactions SaaS Accelerator

Provides up to 50 hours of remote consulting time for performing Startup Activities or other activities specified and scoped at the time of purchase in one or more mutually agreed transaction documents. Services are purchased per Engagement and expire 12 months from the date of purchase of entitlement for this Remote Service or on the last day of the initial IBM SaaS subscription term, whichever is earliest, regardless of whether all hours have been used.