



IBM Terms of Use – SaaS Specific Offering Terms

IBM Cloud Enterprise Records

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/slabd.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 Enterprise Records Bronze
- IBM Cloud Enterprise Records Silver
- IBM Cloud Enterprise Records Gold
- IBM Cloud Enterprise Records Platinum
- IBM Cloud Enterprise Records Non-Production Environment Bronze
- IBM Cloud Enterprise Records Non-Production Environment Silver
- IBM Cloud Enterprise Records Non-Production Environment Gold
- IBM Cloud Enterprise Records Non-Production Environment Platinum
- IBM Cloud Enterprise Records Dedicated Add-on

2. Charge Metrics

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

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

During the Subscription Period and after IBM notifies Client that access to the IBM SaaS is available, technical support for the IBM SaaS is provided via email and support portal. Any enhancements, updates, and other materials provided by IBM as part of any such technical support are considered to be part of

the IBM SaaS and therefore governed by this ToU. Technical support is included with the IBM SaaS and is not available as a separate offering.

More information about hours of availability, email addresses, online problem reporting systems, and other technical support communication vehicles and processes are described in the IBM Software as a Service Support Handbook.

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 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 1 business day	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 External User Access

Client may choose to give external users access to the IBM SaaS. Client is responsible for these external users, including but not limited to a) any claims made by the external users relating to the IBM SaaS, or b) any misuses of the IBM SaaS by these external users.

6.2 Links to Third Party Websites or Other Services

If Client or an IBM SaaS User transmits content to a third party website or other service that is linked to or made available by the IBM SaaS, Client and the IBM SaaS User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Client and the third party website or service. IBM makes no warranties or representations about such third party sites or services, and shall have no liability for such third party sites or services.

6.3 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.

6.4 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.

6.5 Virtual Private Network (VPN)

Client may select to utilize a software VPN connection for the purpose of securely connecting to the IBM SaaS. Information about the VPN will be provided upon written request by Client.

Appendix A

1. Service Overview

IBM Cloud Enterprise Records is a private cloud solution for records management that combines content, processes, content federation technology, and connectivity to automate all record-based activities by supporting the entire life-cycle of records from creation to disposition.

A prerequisite for this offering is IBM Content Foundation on Cloud with the same tier (Bronze, Silver, Gold, Platinum).

2. Required Entitlements

Client must purchase a subscription to a Base Service Offering as defined below.

2.1 Base Services Offering Entitlement

Each base offering represents capacity to process certain amount of data volume and user operations in specified time period as described below. The capacity descriptions are intended to be guidelines to help a Client select an appropriate configuration for intended workloads, actual results may vary based on Client specifics.

2.1.1 IBM Cloud Enterprise Records Bronze

Bronze configuration is intended to support up to 50 concurrent knowledge workers actively working.

2.1.2 IBM Cloud Enterprise Records Silver

Silver configuration is intended to support up to 250 concurrent knowledge workers actively working.

2.1.3 IBM Cloud Enterprise Records Gold

Gold configuration is intended to support up to 1,000 concurrent knowledge workers actively working.

2.1.4 IBM Cloud Enterprise Records Platinum

Platinum configuration is intended to support up to 5,000 concurrent knowledge workers actively working.

3. Optional Entitlements

3.1 IBM Cloud Enterprise Records Non-Production Environments

Client may purchase an additional Instance for test and development purposes. The Cloud Enterprise Records Non-Production Environment may not be used for production purposes.

3.1.1 IBM Cloud Enterprise Records Non-Production Environment Bronze

The Non-Production environment configuration is sized the same as IBM Cloud Enterprise Records Bronze.

The Non-Production environment does not provide high availability or disaster recovery.

3.1.2 IBM Cloud Enterprise Records Non-Production Environment Silver

The Non-Production environment configuration is sized the same as IBM Cloud Enterprise Records Silver.

The Non-Production environment does not provide high availability or disaster recovery.

3.1.3 IBM Cloud Enterprise Records Non-Production Environment Gold

The Non-Production environment configuration is sized the same as IBM Cloud Enterprise Records Gold.

The Non-Production environment does not provide high availability or disaster recovery.

3.1.4 IBM Cloud Enterprise Records Non-Production Environment Platinum

The Non-Production environment configuration is sized the same as IBM Cloud Enterprise Records Platinum.

The Non-Production environment does not provide high availability or disaster recovery.

3.2 IBM Cloud Enterprise Records Dedicated Add-on

Client may upgrade a selected virtual private environment to a single tenant private infrastructure. This includes up to 20 TB of outbound bandwidth; higher bandwidth quoted separately.

4. Data Classification

The data classification for this solution defaults to data being classified as client sensitive. IBM will work with the client to address other regulatory requirements when requested by the Client for the intended workload, and may impact the solution architecture and service fees. All data is protected using FIPS 1402 level 1 compliant whole disk encryption.

5. Business Continuity

The IBM SaaS is configured to support business continuity objectives defined below. Business continuity objectives help ensure that an organization's critical business functions will be recovered to an operational state, with a minimal loss of data, within a reasonably short period following a disaster at the primary computing location. Once a determination is made that an incident at the primary computing location warrants a failover to the secondary location, business continuity plans and related activities shall be executed by IBM in support of the recovery objectives noted below.

Business Continuity Objectives	
Recovery Point Objective	4 hours
Recovery Time Objective	<ul style="list-style-type: none">• 4 consecutive hours when a secondary, equivalent Non-Production environment is purchased.• At least 24 consecutive hours, if no secondary Non-Production environment is purchased.



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 50 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%	5%
< 97%	10%
< 95%	25%
< 90%	50%

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

Example: 440 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month - 440 minutes Downtime = 42,760 minutes	= 5% Availability credit for 98.8% availability during the contracted month
<hr/> 43,200 total minutes	