



## IBM Terms of Use – SaaS Specific Offering Terms

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### IBM Connections 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/](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, Customer 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 Connections Cloud Advanced Support
- IBM Connections Archive Essentials Cloud
- IBM Connections Meetings Audio Cloud
- IBM Connections Social Cloud
- IBM Connections Social Cloud Step Up
- IBM Connections Docs Cloud
- IBM Connections Cloud S1
- IBM Connections Cloud S2
- IBM Connections Cloud S2 for Enterprise Deployment
- IBM Connections Cloud S2 Enterprise Deployment Step Up
- IBM Web Mail Cloud
- IBM Connections Meetings Cloud
- IBM Connections Meetings Cloud Enterprise Deployment
- IBM Connections Meetings Cloud Enterprise Deployment Step Up
- IBM Connections Meetings Cloud up to 14 Attendees
- IBM Connections Meetings Cloud up to 199 Attendees
- IBM Connections Meetings Cloud up to 999 Attendees
- IBM Connections Chat Cloud
- IBM SmartCloud Notes
- IBM Notes (client download for use with IBM SmartCloud Notes)
- IBM SmartCloud Notes Hosted Blackberry Service
- IBM SmartCloud Notes Step-Up
- IBM SmartCloud Notes Traveler Services
- IBM SmartCloud Notes Entry
- IBM SmartCloud Plus

#### 2. Charge Metrics

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

- a. Authorized User is a unit of measure by which the IBM SaaS offering may be purchased. An Authorized User is a unique person who is given access to IBM SaaS. Customer must obtain separate, dedicated entitlements for each Authorized User accessing the IBM SaaS offering in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. An entitlement for an Authorized User is unique to that Authorized User and

may not be shared, nor may it be reassigned other than for the permanent transfer of the Authorized User entitlement to another person.

- b. Host with up to X Participants is a unit of measure by which the IBM SaaS offering may be purchased. The Host is a specific user with access rights to a personal account that allows them to hold an unlimited number of meetings with up to the number of participants specified in the Customer's Proof of Entitlement. Only one meeting per Host can be held at one time.
- c. Minute is a unit of measure by which the IBM SaaS can be obtained. Sufficient Minute entitlements must be obtained to cover the total number whole or partial of Minutes of the IBM SaaS used during the measurement period specified in Customer's Proof of Entitlement (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**

The partial month charge is a pro-rated daily rate that will be charged to Customer. The partial month charges are calculated based on the remaining days of the partial month starting on the date Customer is notified by IBM that their access to the IBM SaaS is available.

#### **3.2 Overage Charges**

If Customer's actual usage of the IBM SaaS during the measurement period exceeds the entitlement stated on the PoE, then Customer will be invoiced for the overage, as set forth in the Transaction Document.

### **4. IBM SaaS Subscription Period Renewal Options**

Customer's PoE will set forth whether the IBM SaaS will renew at the end of the Subscription Period, by designating one of the following:

#### **4.1 Automatic Renewal**

If Customer's PoE states that Customer's renewal is automatic, Customer may terminate the expiring IBM SaaS Subscription Period by written request to Customer's IBM sales representative or IBM Business Partner, at least ninety (90) days prior to the expiration date as set forth in the PoE. If IBM or its IBM Business Partner does not receive such termination notice by the expiration date, the expiring Subscription Period will be automatically renewed for either one year or the same duration as the original Subscription Period as set forth in the PoE.

#### **4.2 Continuous Billing**

When the PoE states that Customer's renewal is continuous, Customer will continue to have access to the IBM SaaS and will be billed for the usage of the IBM SaaS on a continuous basis. To discontinue use of the IBM SaaS and stop the continuous billing process, Customer will need to provide to Customer's IBM sales representative or IBM Business Partner with ninety (90) days written notice requesting that Customer's IBM SaaS be cancelled. Upon cancellation of Customer's access, Customer will be billed for any outstanding access charges through the month in which the cancellation took effect.

#### **4.3 Renewal Required**

When the PoE states that Customer's renewal type is "terminate", the IBM SaaS will terminate at the end of the Subscription Period and Customer's access to the IBM SaaS will be removed. To continue to use the IBM SaaS beyond the end date, Customer will need to place an order with Customer's IBM sales representative or IBM Business Partner to purchase a new Subscription Period.

### **5. Technical Support**

Technical support for the IBM SaaS is included during the Subscription Period. Technical support options are detailed at <http://www.ibmcloud.com/social/support/>.

#### **Items Not Covered by Technical Support**

Technical support does not include assistance with:

- a. the design and development of applications,
- b. issues arising out of Customer's use of IBM SaaS in other than its specified operating environment, or

- c. assistance with Customer or third party products and services, or issues arising out of the use of IBM SaaS with Customer or third party products or services.

## **6. Enabling Software**

The IBM SaaS offering may include enabling software. You may use the enabling software in association with your use of the IBM SaaS offering in the manner described in the documentation or the license, for the length of the term of the IBM SaaS subscription. To the extent that the enabling software contains sample code, you have the additional right to make derivative works of the sample code and use them consistent with this grant. The enabling software is provided subject to the Service Level Commitment, if any, as a component of the IBM SaaS Offering, but is otherwise provided "AS IS".

## **7. IBM SaaS Offering Additional Terms**

### **7.1 Additional Restrictions**

In addition to the restrictions contained in the Agreement, Customer may not:

- a. Use the IBM SaaS on a "pass-through" basis to host collaboration among external guest users without Customer's active participation.

### **7.2 IBM SmartCloud Notes Entitlement Conditions**

Customer's use of IBM SmartCloud Notes is conditioned upon having obtained one of the following entitlements:

- a. A Proof of Entitlement for IBM SmartCloud Notes or IBM Connections Cloud S1
- b. or -
- c. A Proof of Entitlement for IBM SmartCloud Notes Step Up, or IBM Connections Cloud S1 Step Up, or IBM SmartCloud with Notes Step-up and Connections,
- d. A Proof of Entitlement and active Subscription and Support per Authorized User for one of the following Programs: IBM Domino Enterprise Client Access or IBM Domino Messaging Client Access or IBM Domino Messaging Express or IBM Domino Collaboration Express.

### **7.3 Notice Regarding Meetings**

IBM CONNECTIONS MEETINGS CLOUD AND IBM CONNECTIONS CLOUD S2 MAY ALLOW AN IBM SAAS USER TO RECORD MEETINGS. THE LAWS OF SOME JURISDICTIONS MAY REQUIRE THE CONSENT OF INDIVIDUALS PRIOR TO RECORDING THEIR COMMUNICATIONS. Customer will ensure that IBM SaaS Users obtain all necessary consents and make all necessary disclosures before recording meetings.

### **7.4 Notice Regarding Content Filtering**

IBM SmartCloud Notes and IBM Web Mail Cloud employs tools to monitor the IBM SaaS, investigate spam and virus attacks and apply proprietary as well as industry standard technology measures in order to block or filter Content that appear to be unsolicited and bulk, and/or malicious in nature. IBM reserves the right (but shall have no obligation) to block communications from other entities on the Internet. IBM reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content.

### **7.5 Guest Use**

A Guest User is an IBM SaaS User that is authorized by Customer to access IBM SaaS to exchange data with Customer or to use IBM SaaS on behalf of Customer. All Guest Users must be Authorized Users. Customer's Guest Users may be required to execute an online agreement provided by IBM in order to access and use the IBM SaaS. Customer is responsible for these Guest Users, including but not limited to a) any claims made by the Guest Users relating to the IBM SaaS, or b) any misuses of the IBM SaaS by these Guest Users.

### **7.6 Step up Limitation**

Step-up offerings require the Customer to have previously acquired appropriate license entitlements to the associated IBM program. Customer's entitlements to the Step-up SaaS cannot exceed Customer's entitlements to the associated IBM program.

The Step-up SaaS does not include Subscription and Support for the associated IBM program. Customer represents they have acquired the applicable (1) license entitlements and (2) Subscription and Support for the associated IBM program. During the Subscription Period of the Step-up SaaS offering, Customer

must maintain current Subscription and Support for the IBM program entitlements used in conjunction with the Step-up SaaS entitlements. In the event either Customer's license to use the associated IBM program or Customer's Subscription and Support for the associated IBM program is terminated, Customer's right to use the Step-Up SaaS will terminate.

## **7.7 Oracle Terms applicable to Connections Docs and Connections Meetings**

The IBM SaaS includes Outside In filtering and document viewing technology (the "Outside In Technology") supplied by Oracle USA, Inc. ("Oracle"). The term "Outside In Technology" includes any technology licensed to Oracle by its suppliers. As used in this TOU and the agreement to which it is subject, the term "IBM supplier" shall be deemed to include Oracle and its suppliers. In addition to the terms and conditions of this TOU and the agreement to which it is subject, as a condition of using the Outside In Technology, Customer specifically agrees as follows: (1) Oracle USA, Inc. is a third party beneficiary to this TOU and the agreement to which it is subject, (2) Customer may only transfer subscriptions to the IBM SaaS by providing advance written notice to IBM and otherwise subject to the terms of the TOU and the agreement to which it is subject, (3) Customer may not publish the results of benchmark tests run on the Outside In Technology without prior written permission, (4) IBM may inform IBM suppliers of compliance verification results relating to such IBM suppliers' components, (5) To the extent allowed under applicable law, the Uniform Computer Information Transactions Act ("UCITA") does not apply.

## **7.8 Prohibited Uses**

The following uses are prohibited by Microsoft:

No High Risk Use: Customer may not use the IBM SaaS in any application or situation where the IBM SaaS failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of IBM SaaS for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These noncontrolling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

## **7.9 IBM SaaS User Profile Information**

In connection with Customer's use of the IBM SaaS, Customer may configure the IBM SaaS to have their organization's SaaS User names visible by other SaaS customers.

If Customer chooses this setting, Customer acknowledges and agrees that: (i) IBM SaaS User names, titles, company names and photographs may be posted by an IBM SaaS User as part of a profile ("Profile") and that the Profile can be viewed by other IBM SaaS Users within your organization or within the SaaS, and (ii) at any time Customer may request that an IBM SaaS User Profile be corrected or removed from the IBM SaaS and such Profile will be corrected or removed, but removal may prevent access to the IBM SaaS.

## **7.10 Links to Third Party Websites or Other Services**

If Customer or an IBM SaaS User transmits Content to a third party website or other service that is linked to or made accessible by the IBM SaaS, Customer and the IBM User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Customer 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.

## **7.11 Safe Harbor Compliance**

IBM abides by the U.S. - EU Safe Harbor Framework as set forth by the United States Department of Commerce regarding the collection, use and retention of information collected from the European Union. For more information about Safe Harbor or to access IBM's certification statement, go to <http://safeharbor.export.gov/companyinfo.aspx?id=24275>.

## **7.12 Cookies**

Customer is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Customer (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 Customer. Customer 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 Customer's employees and contractors to access, update, correct or delete their collected personal information..

### **7.13 Derived Benefit Locations**

Where applicable, taxes are based upon the location(s) Customer 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 Customer provides additional information to IBM. Customer is responsible for keeping such information current and providing any changes to IBM.



**Appendix A**

**1. Offerings**

IBM offers these services in pre-packaged plans, stand alone services or as add ons.

**1.1 Bundled IBM SaaS Offering**

|                             |  |
|-----------------------------|--|
| <b>Connections Cloud S1</b> | Connections Social Cloud, Connections Meetings Cloud, SmartCloud Notes, Traveler for SmartCloud Notes, Connections Docs Cloud, Mobile apps, Guest Access |
| <b>Connections Cloud S2</b> | Connections Social Cloud, Connections Meetings Cloud, Mobile apps, Guest Access  |

**1.2 Stand Alone IBM SaaS Offerings**

- Connections Social Cloud
- Connections Meetings Cloud
- Connections Chat Cloud
- SmartCloud Notes
- SmartCloud Notes Entry
- Web Mail Cloud
- Connections Cloud Advanced Support

**1.3 Add-Ons for IBM SaaS Offering**

|   | Connections Cloud S1 | Connections Cloud S2 | Connections Social | Connections Meetings | SmartCloud Notes | SmartCloud Notes Entry |
|---|----------------------|----------------------|--------------------|----------------------|------------------|------------------------|
| <b>Connections Docs</b>                 | ✓                    | •                    | •                  | N/A                  | N/A              | N/A                    |
| <b>Connections Meetings Audio</b>       | •                    | •                    | N/A                | •                    | N/A              | N/A                    |
| <b>Traveler for SmartCloud Notes</b>    | ✓                    | N/A                  | N/A                | N/A                  | •                | •                      |
| <b>Connections Archive Essentials</b>   | •                    | N/A                  | N/A                | N/A                  | •                | •                      |
| <b>BlackBerry</b>                       | •                    | N/A                  | N/A                | N/A                  | •                | N/A                    |
| <b>Additional Collaboration Storage</b> | •                    | •                    | •                  | N/A                  | N/A              | N/A                    |

✓ - Included

● Available

N/A – Not Available

#### **1.4 IBM Connections Cloud S1**

- All features of Connections Social
- Instant Messaging – Real time communication with individuals and groups, see availability for your contacts, create custom groups, and contact information. Available both in a browser and rich client that is available for download.
- Web conferencing – Online web meeting via an always ready, on-demand reservation-less meeting room with application and desktop sharing, support of multiple presenters, polling, chat. Host meetings for up to 200 attendees with anyone outside your company. Intra-company meetings require subscriptions by all internal participants.
- Docs - Word processing, spreadsheet and presentation editors, with real-time co-editing support, and contextual commenting and discussions, with file version management from IBM SmartCloud Connections.
- SmartCloud Notes - Desktop and web-based mail and calendar including integrated instant messaging with spam and anti-virus protection and support for hybrid integration. 25 gigabytes of mailbox storage allocated for each IBM SaaS user.
- Traveler for SmartCloud Notes - Delivery of mail, calendar and contacts to supported mobile devices. Support for two-way, push, manual, or scheduled syncing for email, electronic calendars, and electronic contacts for the supported devices.
- Mobile apps for IBM Connections, IBM Meetings, and IBM Sametime
- Guest Access – The ability to invite guests who can collaborate and work on content shared with them with a subset of the service's social collaboration and meeting capabilities

#### **1.5 IBM Connections Cloud S2**

- All features of Connections Social
- Instant Messaging – Real time communication with individuals and groups, see availability for your contacts, create custom groups, and contact information. Available both in a browser and rich client that is available for download.
- Web conferencing - Online web meeting via an always ready, on-demand reservation-less meeting room with application and desktop sharing, support of multiple presenters, polling, chat. Host meetings for up to 200 attendees with anyone outside your company. Intra-company meetings require subscriptions by all internal participants.
- Mobile app for IBM Connections, IBM Meetings, IBM Sametime
- Guest Access – The ability to invite guests who can collaborate and work on content shared with them with a subset of the service's social collaboration and meeting capabilities

#### **1.6 IBM Connections Social Cloud**

- Social Dashboard – A single view of your social business network with access to applications and meetings, and a view of events and content for access to in progress work items, support forums, profile and storage information.
- People – Manage your profile and contacts across your business network inside and outside of your organization.
- File storage and sharing – The ability to upload and store files in a centralized library, where files may be access controlled to be private or shared with individual users or groups, as readers or authors. File information such as updates, version history, comments, download history, tagging and file check-in/check-out is provided. Plug-ins to support desktop to cloud file transfer are available for download.

- Communities, Blogs, and Wikis– The ability to work together with people with shared files, activities, and bookmarks, create and share new communities with customized permissions, search for content across communities, send community emails, create and manage community surveys, create wikis, blogs and ideation blogs, and discussion forums.
- Activities – A team space for tasks such as tracking to-dos, information and actions around a topic or meeting.
- Instant Messaging – Real time communication with individuals and groups, see availability for your contacts, create custom groups, and contact information.
- Mobile apps for IBM Connections and IBM Sametime
- Guest Access – The ability to invite guests who can collaborate and work on content shared with them with a subset of the service's social collaboration and meeting capabilities

### **1.7 IBM Connections Meetings Cloud**

Online web meeting via an always ready, on-demand reservation-less meeting room with application and desktop sharing, support of multiple presenters, polling, chat. This service can be purchased to host meetings up to 14 participants, or up to 199 attendees. It's also available for purchase as Enterprise Deployment where internal participants have a subscription to the service. All meetings allow attendees from outside your company without restriction.

### **1.8 IBM Connections Cloud Chat**

Instant messaging with contact list, presence, and point-to-point audio video calls, accessible through the browser, Notes embedded client, stand-alone client, or mobile app.

### **1.9 IBM SmartCloud Notes**

- IBM Notes client (includes software download) and web-based mail, calendar and contact information in the cloud including type-ahead addressing, custom mail folders, mail and calendar delegation. Customer's company account can be set up in a service only or hybrid configuration (hybrid configuration integrates with an on-premises Domino environment)
- Integrated instant messaging
- Spam and anti- virus protection
- 25 gigabytes of mailbox storage allocated for each IBM SaaS user
- Includes one fixed term license for IBM Domino Enterprise Client Access per SmartCloud Notes user. This allows users either browser or IBM Notes client access to IBM SmartCloud Notes and IBM Domino applications on-premises. Domino application servers on-premises require PVUs purchased separately

### **1.10 IBM SmartCloud Notes Entry**

- Web only browser-based access to email, calendar, and contact information in the cloud including type-ahead addressing, custom mail folders, mail and calendar delegation.
- 1 GB mailbox (standard, service-provided mail template only)
- Integrated Instant Messaging
- Spam and anti-virus protection
- IBM SmartCloud Notes Entry does not include offline access, IMAP-based access, use of IBM Notes client, or the ability to contract optional services for migration of existing mail into the service. It does not permit subscribers to use Blackberry services with their account..
- Includes one fixed term license for IBM Domino Enterprise Client Access per SmartCloud Notes Entry user. This allows users browser access to IBM SmartCloud Notes and IBM Domino applications on-premises. Domino application servers on-premises require PVUs purchased separately.

### **1.11 IBM Web Mail Cloud**

- Web based mail, calendar, and contacts with Inbox that contains message view, system-created and user-created folders, ability to drag and drop messages into folders. Support for personal and company calendars and contact lists.
- 25 gigabytes of mailbox storage allocated for each user



### **1.12 IBM Connections Cloud Advanced Support**

A premium level of support including priority handling and more rapid response to reported issues.

### **1.13 IBM Connections Docs Cloud**

Word processing, spreadsheet and presentation editors, with real-time co-editing support, and contextual commenting and discussions, with file version management from IBM Connections Social Cloud.

### **1.14 IBM Connections Meetings Audio Cloud**

Audio conferencing in web meetings for VoIP, toll and toll-free dialing, where all users can dial in from a computer or phone and hear and speak, and record and playback the meeting.

Toll and toll free charges are based on the country dialed, and are assigned to zones as follows:

Toll Zones:

- Zone 1 - USA, Canada
- Zone 2 - Austria, Belgium, France, Germany, Hong Kong, Ireland, Italy, Japan, Netherlands, Singapore, Spain, Sweden, Switzerland, UK
- Zone 3 - Argentina, Australia, Bahrain, Brazil, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, Greece, Hungary, Israel, Latvia, Luxembourg, Mexico, New Zealand, Norway, Peru, Poland, Portugal, Romania, Slovakia, Slovenia
- Zone 4 - China, India, Lithuania, Malaysia, Russia, South Africa, South Korea, Taiwan, Turkey, Vietnam

Toll Free Zones:

- Zone 1 - USA, Canada
- Zone 2 - Australia, Austria, Estonia, France, Germany, Hong Kong, Ireland, Israel, Italy, Luxembourg, Poland, Portugal, Singapore, Spain, Sweden, Switzerland, UK
- Zone 3 - Belgium, Brazil, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Finland, Greece, Hungary, Iceland, Japan, Latvia, Malaysia, Mexico, Monaco, Netherlands, New Zealand, Norway, Panama, Russia, Slovakia, Slovenia, South Korea, Thailand
- Zone 4 - Argentina, Bahamas, Bahrain, Belarus, Bosnia and Herzegovina, Chile, China, Columbia, India, Indonesia, Lithuania, Peru, Philippines, Saudi Arabia, South Africa, Taiwan, Venezuela, Vietnam

Mobile Surcharges - Additional surcharges apply for mobile calls to toll free numbers in the following countries: Austria, Belgium, Brazil, Switzerland, Germany, Denmark, Estonia, Spain, Hungary, Ireland, Italy, Netherlands, New Zealand, Portugal, Sweden, Slovakia

Toll Free Surcharges - Non continental USA surcharges will be added to the toll free rates above when audio conference users dial the USA Toll Free number from any of the non-continental US locations below:

- Zone 1 - Alaska, Canada, Guam, Hawaii, Puerto Rico, US Virgin Islands
- Zone 2 - Anguilla, Antigua/Barbuda, Bahamas, Barbados, Bermuda, British Virgin Islands, Cayman Islands, Dominica, Dominican Republic, Grenada, Jamaica, Montserrat, St Kitts and Nevis, St Lucia, St Vincent and Grenadines, St. Martens, Trinidad and Tobago, Turks and Caicos

### **1.15 IBM SmartCloud Notes Traveler Services**

Delivery of mail, calendar and contacts to supported mobile devices. Support for two-way, push, manual, or scheduled syncing for email, electronic calendars, and electronic contacts for the supported devices.

### **1.16 IBM Connections Archive Essentials Cloud**

Email archive and eDiscovery features for IBM SmartCloud Notes customers that enables customers to classify, index, search and retrieve all or portions of mail content using a web interface with retention policies, legal holds, audit trail and unlimited storage.

### **1.17 IBM SmartCloud Notes for Hosted Blackberry Service**

Hosted Blackberry Enterprise Server (BES) capabilities directly from IBM.

### **1.18 Additional Collaboration Storage**

Additional collaboration storage.

## 1.19 Mobile

Native mobile applications are available in the respective app stores for IBM Connections, IBM Sametime, IBM Meetings, and IBM Traveler for SmartCloud Notes.

## 2. Support

IBM Connections Cloud Technical Support Services are designed to help users get the most from the SmartCloud Services. This remote technical support is intended to supplement the Customer's support and administration staff by providing access to IBM support specialists for problems related to the IBM SaaS services that the Customer is unable to resolve. Access to IBM Connections Cloud Standard Support is included as a part of the IBM SaaS services as described above. Access to IBM Connections Cloud Advanced Support is available as a stand alone service for an additional fee.

IBM Connections Cloud Standard Technical Support includes severity 1 support and escalation support for other severity issues.

IBM Connections Cloud Advanced Support includes Severity 1 Support and escalation support for other severity issues with priority handling, more rapid response objectives, and additional support services.

If you obtained this Connections Cloud Services from a reseller, your support terms may vary – please contact your reseller for additional information.

### 2.1 Customer Responsibilities

The Customer will provide First Level Support to end users. This responsibility includes making a commercially reasonable effort to resolve any questions or problems regarding the Services whether discovered or reported to you by your employee or external parties.

The customer will designate and enable Named Administrators for interacting with IBM support. Named Administrators will be Customer employees or designates. Client will ensure that Named Administrators have advanced skills in the IBM Connections Cloud services, networks, and browser or client technologies. Named Administrators will have the Administrator or Administrator assistant role for the company's organization in the IBM SaaS service.

Customers shall designate a sufficient number of administrators to support Customer's authorized users. Customers should designate:

- a. Up to 3 Administrators for 1-1,000 authorized users
- b. Up to 6 Administrators for 1,000 - 10,000 authorized users
- c. 7 Administrators plus up to 1 Administrator per each additional 10,000 authorized users

### 2.2 IBM Responsibilities

IBM will provide access to Escalation Support services and access to Severity 1 Support services to the Customer's IBM Connections Cloud Named Administrators. Support contact information and additional detail on support available hours are detailed on the SmartCloud support website:

<http://ibmcloud.com/social/support>.

#### 2.2.1 Severity 1 Support

IBM Connections Cloud technical support team will be available to receive Severity 1 Support requests on a 7/24 basis. IBM will deploy commercially reasonable efforts to respond to Severity 1 Support requests within two hours.

A Severity 1 is defined as an issue where

- the Service is determined to be unavailable for all IBM SaaS Users or
- a major feature of the Service is inoperable for all IBM SaaS Users or
- a significant portion of your company's IBM SaaS Users are unable to use the Service resulting in a critical impact on your business operations.
- Severity 1 excludes Service unavailability due to periods of planned downtime or problems caused by customer's or third party's applications or customer's equipment or data.

#### 2.2.2 Severity Level

Definitions for all severity levels along with examples can be found on the Connections Cloud Support wiki. The location for publishing the severity definitions may change over time. Severity level will be assigned to all service requests based upon published severity definitions.

### 2.2.3 Escalation Support

IBM will provide Escalation Support for problems regarding the IBM Connections Cloud services that your company's Named Administrators are unable to resolve.

### 2.2.4 Support Contact Hours

IBM response objectives and support contact hours vary by severity of Service request and by level of support entitlement.

- Standard Support contact hours for non-Severity 1 issues cover the prevailing business hours in the country where your Organization is located as defined in the Organization Account Settings profile page for your IBM SaaS service . Contact hours by country are currently published in the contact information section of <http://IBMcloud.com/social/support>.
- Advanced Support contact hours for non-Severity 1 issues are Sunday 8 PM US Eastern Time Zone to Friday 8 PM US Eastern Time Zone excluding select holidays.
- IBM Support contact hours for severity 1 issues for both Standard Support and Advanced Support are 7x24x365

### 2.2.5 Support Response Objectives

IBM's goal is to provide an initial response to your Service Request within published response objectives. Our initial response may be an acknowledgement of receipt of your issue, or may be a response that results in the resolution of your request, or may be a response that will form the basis for determining what additional actions may be required to achieve technical resolution of your request.

Overview of Connections Cloud Technical Support response objectives

|            | Standard Support                                 | Advanced Support                                   |
|------------|--|--|
| Severity 1 | Within two hours (7 days a week, 24 hours a day) | Within 30 Minutes (7 days a week x 24 hours a day) |
| Severity 2 | Within two business hours                        | Within one hour                                    |
| Severity 3 | Within two business hours                        | Within two hours                                   |
| Severity 4 | Within two business hours                        | Within two hours                                   |

### 2.2.6 Language Support

When working with IBM support and development the common language used will be English unless otherwise stated on the Connections Cloud support website. In order to ensure problems are progressed as quickly as possible, IBM requires that your authorized contacts can communicate effectively in English in a business environment when required.

### 2.2.7 Additional Advanced Support Services

Additional services provided to Advanced Support Customers include:

- Ability to contact IBM Technical Support for any severity issue via phone or electronically.
- Access to Advanced Support Account Management team via email, phone or instant message, for hands-on support with "what's new" questions, guidance about deployment and adoption, live walk-throughs and training, and access to a dedicated Advanced Support community with specialized enablement content.

## 3. Disaster Recovery and Backup

IBM has a disaster recovery facility that is geographically remote from its primary data center, along with required hardware, software, and Internet connectivity, in the event IBM production facilities at the primary data center were to be rendered unavailable.

In the event that a catastrophic condition arises, catastrophic being defined as "Force Majeure" meaning acts of God, terrorism, labor action, fire, flood, earthquake, riot, war, governmental acts, orders or restrictions, viruses, denial of service attacks and other malicious conduct, utility and network connectivity

failures, or any other cause of IBM SaaS unavailability that was outside IBM's reasonable control, IBM will restore Customer's access to IBM SaaS services as follows. IBM shall provide the hardware, software and network infrastructure that will enable Customer to resume access to the IBM SaaS within 12 hours of disaster declaration. The environment will be restored using the most recent Content backup, with no more than 8 hours of Content loss of the restored Content data set.

#### **4. Data Retrieval and Removal**

IBM will retain data up to 90 days after the last day of a subscription expiration. Prior to subscription expiration, customers can extract their social business data either from the service capabilities for downloading content or using published API's (<https://www.ibm.com/social>). Mail data can be extracted on a consulting services time and materials basis. User preference data and other meta-data such as, but not limited to email signatures, mail forwarding rules, mail filters, calendar display options, etc. are not accessible via API. If this data is required, IBM will provide this data in the agreed upon format on a time and materials basis following the termination of the subscription or trial. IBM must receive written notification of the need for data prior to but no later than the end of the subscription period. If customers do not request return of data, IBM shall erase and render it unrecoverable in accordance with industry best practice.

#### **5. Communications**

Communications are sent from the IBM Customer Services Group to Customers for:

a. Service Updates

These email notices to customer administrators include visible changes to the service, new features, or requests from IBM to ensure Customers maintain full use of the services. They are sent typically 2 weeks in advance of the release weekend if no Customer action is required. Additional advance notice will be given if action, such as a network change or user instructions, are required.

b. Maintenance Notifications

These emails provide confirmation for Customers that the reserved / scheduled maintenance window will be used. They are sent typically 3 days in advance as a reminder of the upcoming maintenance window. Follow up notifications are sent at the end of maintenance to let Customers know maintenance has concluded. Information about the next maintenance window is also visible at: <http://www.ibm.com/cloud-computing/social/us/en/maintenance/>. Subscribers do not receive the directed email notifications like those sent to named administrators / recipients. Instead, subscribers see a browser based maintenance announcement 3 days in advance of a maintenance window.

c. Incident Notifications

IBM Customer Services Group will promptly notify Customers, via multiple communication channels (data center status web page, SMS text messages (subscription based), and regular and frequent email messages), on the status of service recovery. These notices are generally sent when IBM confirms the issue, during the incident to let Customers know we are working on the issue, and at the conclusion of the incident signaling the "all clear". Notifications are sent to Customers for incidents with service-wide impact. IBM may not send notifications for minor issues or issues impacting a single or few Customers.