

IBM Terms of Use – SaaS Specific Offering Terms

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: <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 Connections Cloud Advanced Support
- IBM Connections Cloud Premier Support
- IBM Connections Compliance Entry for Mail
- IBM Connections Compliance for Mail IBM Connections Meetings Audio Cloud
- IBM Connections Social Cloud
- IBM Connections Social Cloud Step Up
- IBM Connections Files Cloud
- 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 Step-Up
- IBM SmartCloud Notes Traveler Services
- IBM SmartCloud Notes Entry
- IBM SmartCloud Plus
- IBM Verse
- IBM Mail Dual Entitlement
- IBM Mail Dual Entitlement plus Applications
- IBM Mail Dual Entitlement plus Applications and S1
- IBM Dual Entitlement for Mail and Social Collaboration

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. Client 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. **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 Client'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 Set-Up

Set-up charges will be specified in a 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.

3.4 Pay Per Use Charges

Pay Per Use charges will be specified in a Transaction Document. Client will be invoiced according to the rate specified in the Transaction Document.

4. IBM SaaS Subscription Period 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 45 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 45 days written notice of termination. The IBM SaaS will remain available to the end of the calendar month after such 45 day 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 Client's use of IBM SaaS in other than its specified operating environment; or
- c. assistance with Client or third party products and services, or issues arising out of the use of IBM SaaS with Client or third party products or services.

6. IBM SaaS Offering Additional Terms

6.1 Dual Entitlement Offerings

If the IBM SaaS offering is designated as "Dual Entitlement", Client will receive entitlement to use the IBM SaaS, the IBM Programs identified in the service description section of this ToU for use in the environment of Client's choice, and the right to use and have access to technical support and Program upgrades for the identified Programs. Client is able to use the identified Programs and access technical support and Program upgrades as long as Client continues to subscribe to the IBM SaaS.

Use of an IBM SaaS Dual Entitlement offering is subject to the following terms and restrictions:

- a. Client's use of the Program(s) are licensed under the terms of the International Program License Agreement and the corresponding License Information included with the Program(s).
- b. Client may use the Programs and the technical support and Program upgrades provided by a Dual Entitlement offering subject to the applicable terms of the IBM International Passport Advantage Agreement (Z125-5831-09) as follows:
 - (1) the first three paragraphs of *Section 3 – Programs and IBM Software Subscription and Support*; and
 - (2) paragraphs three and four of *Section 3.8 – IBM Software Subscription and Support ("S&S")*.
- c. When Client's subscription to the IBM SaaS ends, Client must remove all Programs provided by the Dual Entitlement offering from their systems and destroy all copies.
- d. Client's use of a Dual Entitlement offering's total acquired quantity of the IBM SaaS may be divided between use of the IBM SaaS and use of the Programs provided by the Dual Entitlement offering. Client's use at any given time cannot exceed the total number of entitlements acquired as specified on Client's PoE. Overages charges will apply as specified in the Transaction Document if Client's use exceeds the entitlement stated on the PoE. For Dual Entitlement offerings that include IBM Domino Enterprise Server, Client may deploy an unlimited number of IBM Domino Enterprise Servers to support delivery of Domino applications on-premise for Authorized Users of the Dual Entitlement Offerings for no additional charge. If Client previously acquired CEO licenses giving the right to use one or more of the Programs provided by the Dual Entitlement offering, then while subscribed to the IBM SaaS acquired using Dual Entitlement offerings, the entitlement quantity designated on Client's PoE will count towards the requirement for Client to maintain a sufficient quantity of CEO licenses for all applicable CEO Users within Client's Enterprise as stated in the first paragraph of *Section 3.7 – CEO Product Categories* of the IBM International Passport Advantage Agreement (Z125-5831-09).
- e. If Client has S&S in effect for previously acquired Program licenses and are the same Programs identified in the service description section of this ToU, IBM agrees to provide Client, at no additional charge, continued S&S for an amount not to exceed an equivalent number of Program licenses as IBM SaaS entitlements, subject to the terms of the applicable Agreement for those licenses, for the duration of Client's subscription to the IBM SaaS Dual Entitlement offering.

If the quantity of entitlements for the Dual Entitlement offering is less than all of Client's Program licenses for each such Program, Client will be responsible for renewing S&S for the remaining Program licenses.

If Client chooses to continue using all or a portion of their previously acquired Program licenses for which S&S fees were not charged following the end of the subscription to the Dual Entitlement offering, Client can resume Client's S&S for the previously acquired Programs by ordering and paying for Software Subscription and Support Reinstatement.

6.2 Additional Restrictions

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

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

6.3 IBM SmartCloud Notes Entitlement Conditions

Client'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;

or

- b. 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; and
- c. 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.

6.4 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. Client will ensure that IBM SaaS Users obtain all necessary consents and make all necessary disclosures before recording meetings.

6.5 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, pre-screen, review, flag, filter, modify, refuse or remove any or all Content. These tools will be employed for Client's domain only when: 1) Client requests IBM to activate the tools for such domain, and 2) 50% of the users associated with that domain are active in the IBM SaaS.

6.6 Guest Use

A Guest User is an IBM SaaS User that is authorized by Client to access IBM SaaS to exchange data with Client or to use IBM SaaS on behalf of Client. All Guest Users must be Authorized Users. Client's Guest Users may be required to execute an online agreement provided by IBM in order to access and use the IBM SaaS. Client 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.

6.7 Step up Limitation

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

The Step-up SaaS does not include Subscription and Support for the associated IBM program. Client 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, Client must maintain current Subscription and Support for the IBM program entitlements used in conjunction with the Step-up SaaS entitlements. In the event either Client's license to use the associated IBM program or Client's Subscription and Support for the associated IBM program is terminated, Client's right to use the Step-Up SaaS will terminate.

6.8 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, Client 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) Client 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) Client 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.

6.9 Prohibited Uses

No High Risk Use: Client 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.

6.10 IBM SaaS User Profile Information

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

If Client chooses this setting, Client 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 Client's organization or within the SaaS, and (ii) at any time Client 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.

6.11 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 accessible by the IBM SaaS, Client and the IBM 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.

6.12 Service Cookies

Client acknowledges that the IBM SaaS utilizes cookies that are placed on User's computers solely to facilitate persistent session authentication and service route selection for Users. 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.

6.13 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.

6.14 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 Clients needs with regard to the type of content Client uses in connection with the IBM SaaS.

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, and is subject to IBM's Privacy Shield Privacy Policy, available at http://www.ibm.com/privacy/details/us/en/privacy_shield.html.

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

Connections Cloud S1	Connections Social Cloud, Connections Meetings Cloud, Verse, SmartCloud Notes, Traveler for SmartCloud Notes, Connections Docs Cloud, Mobile apps, Guest Access
Connections Cloud S2	Connections Social Cloud, Connections Meetings Cloud, Mobile apps, Guest Access

1.2 Stand Alone IBM SaaS Offerings

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

1.3 Add-Ons for IBM SaaS Offering

	Cloud S1	Cloud S2	Social	Files	Meetings	Verse	Notes	Notes Entry
Connections Docs	✓	•	•	•	N/A	•	N/A	N/A
Connections Meetings Audio	•	•	N/A	N/A	•	N/A	N/A	N/A
Traveler for SmartCloud Notes	✓	N/A	N/A	N/A	N/A	✓	•	•
Connections Compliance Entry for Mail	•	N/A	N/A	N/A	N/A	•	•	•
Connections Compliance for Mail	•	N/A	N/A	N/A	N/A	•	•	•
Additional Collaboration Storage	•	•	•	•	N/A	•	N/A	N/A

- ✓ Included
- Available
- N/A Not Available

1.4 Dual Entitlement Offerings

1.4.1 IBM Mail Dual Entitlement

- Subscription to IBM Verse
- Entitlement to use IBM Domino Messaging Client Access License, IBM Domino Messaging Server

1.4.2 IBM Mail Dual Entitlement plus Applications

- Subscription to IBM Verse
- Entitlement to use IBM Domino Enterprise Client Access License, IBM Domino Enterprise Server

1.4.3 IBM Mail Dual Entitlement plus Applications and S1

- Subscription to Connections Cloud S1
- Entitlement to use IBM Domino Enterprise Client Access License, IBM Domino Enterprise Server

1.4.4 IBM Dual Entitlement for Mail and Social Collaboration

- Subscription to Connections Cloud S1
- Entitlement to use IBM Domino Enterprise Client Access License, IBM Domino Enterprise Server, IBM Connections, IBM Sametime Complete

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1.5 IBM Connections Cloud S1

- All features of Connections Cloud S2
- All the features of Connections Docs Cloud
- All the features of IBM Verse
- All the features of SmartCloud Notes
- All the features of SmartCloud Notes Traveler

1.6 IBM Connections Cloud S2

- All features of Connections Social
- All the features of Connections Meetings Cloud (enterprise deployment)

1.7 IBM Connections Social Cloud

- Social Dashboard – A single view of Client's 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 Client's profile and contacts across Client's business network inside and outside of its 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. Includes 1TB of storage.
- 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 Client's 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.

1.8 IBM Connections Files Cloud

The ability to upload, store and share files in a centralized library, where files may be access controlled to be private or shared with individuals or groups, as readers or authors. Client can manage its profiles and contacts across its business network inside and outside of Client's organization and invite guests to view or work on content shared with them. Plug-ins are available to let Client transfer files from desktop to

cloud, and mobile apps let Client access files from mobile devices. Files are synchronized across each user's desktop and mobile devices. Includes 1TB of storage.

1.9 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 attendees, up to 199 attendees, or up to 999 attendees. It's also available for purchase as Enterprise Deployment where internal attendees have a subscription to the service. All meetings allow attendees from outside Client's company without restriction.

1.10 IBM Connections Chat Cloud

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.

1.11 IBM Verse

- Web-based mail, calendar and contact information in the cloud, including tracking of actions that need attention, analytics based identification of important people and content, in depth search, in line preview of attachments and Connections Files, team analytics services, support for mail threads, and entitlement to IBM Notes client (includes software download).
- 50 gigabytes of mail box storage allocated for each IBM SaaS user
- Spam and anti-virus protection
- Integrated instant messaging
- Ability to upload, store and share personal files
- 30 gigabytes Personal File storage
- Post and view status updates.
- Create profile and work with profiles in Client's organization and network.
- Mobile application for Verse
- Access to email via either IBM Verse or SmartCloud Notes web experience
- Includes one entitlement for IBM Domino Enterprise Client Access per Verse user. This allows users IBM Notes client access to IBM Verse and IBM SmartCloud Notes and IBM Domino applications on-premises.
- Client is permitted to use Domino Enterprise Server for the following purposes without charge:
 - Pass Through Server
 - Directory Synchronization
 - Room & Reservations
 - Mail Routing
 - Third Party applications used exclusively for mail purposes (for example, antivirus, antispam, data loss protection, advanced threat protection, archiving/compliance).
 - Mail in databases
 - Shared Mailboxes
 - Traveler
 - Any other use of Domino Enterprise Server by Client will require entitlement purchased separately.
- Mailboxes are provided for use by individual Authorized Users and are not to be used for aggregation of mailboxes or other bulk mail purposes.

1.12 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. Client'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
- 50 gigabytes of mailbox storage allocated for each IBM SaaS user
- Includes one entitlement 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.
- Client is permitted to use Domino Enterprise Server for the following purposes without charge:
 - Pass Through Server
 - Directory Synchronization
 - Room & Reservations
 - Mail Routing
 - Third Party applications used exclusively for mail purposes (for example, antivirus, antispam, data loss protection, advanced threat protection, archiving/compliance).
 - Mail in databases
 - Shared Mailboxes
 - Traveler
 - Any other use of Domino Enterprise Server by Client will require entitlement purchased separately.
- Mailboxes are provided for use by individual Authorized Users and are not to be used for aggregation of mailboxes or other bulk mail purposes.

1.13 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)
- 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.
- Client is permitted to use Domino Enterprise Server for the following purposes without charge:
 - Pass Through Server
 - Directory Synchronization
 - Room & Reservations
 - Mail Routing
 - Third Party applications used exclusively for mail purposes (for example, antivirus, antispam, data loss protection, advanced threat protection, archiving/compliance).
 - Mail in databases
 - Shared Mailboxes
 - Traveler
 - Any other use of Domino Enterprise Server by Client will require entitlement purchased separately.
- Mailboxes are provided for use by individual Authorized Users and are not to be used for aggregation of mailboxes or other bulk mail purposes.

1.14 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

1.15 IBM Connections Cloud Advanced Support

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

1.16 IBM Connections Cloud Premier Support

All of the features of Advanced Support plus a local language speaking Premier Support Manager, proactive support and customized deliverables.

1.17 IBM Cloud Migration Service for Notes

A one time set-up in which remotely delivered services provide support for migrating Notes email, calendar, and contacts.

1.18 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.

1.19 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. A listing of zones and associated countries are available here: https://www-10.lotus.com/idd/bhwiki.nsf/dx/Calling_Zone_Details_for_Connections_Cloud_Meetings. Client can subscribe to this wiki to receive notice of any updates.

1.20 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.

1.21 IBM Connections Compliance for Mail

Email archive and eDiscovery features that enables Clients 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.

1.22 IBM Connections Compliance Entry for Mail

Email archive and eDiscovery features that enables Clients to classify, index, search and retrieve all or portions of mail content using a web interface with retention policies, legal holds, audit trail with 3GB storage per user, aggregated across the Client's organization.

1.23 Additional Collaboration Storage

Additional collaboration storage.

1.24 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 IBM SaaS. This remote technical support is intended to supplement the Client's support and administration staff by providing access to IBM support specialists for problems related to the IBM SaaS services that the Client 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 Client obtained this Connections IBM SaaS from a reseller, Client's support terms may vary – please contact Client's reseller for additional information.

2.1 Client Responsibilities

The Client 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 Client by its employee or external parties.

The Client will designate and enable Named Administrators for interacting with IBM support. Named Administrators will be Client 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.

Clients shall designate a sufficient number of administrators to support Client's authorized users. Clients 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 Client's IBM Connections Cloud Named Administrators. Support contact information and additional detail on support available hours are detailed on the 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 Client's IBM SaaS Users are unable to use the Service resulting in a critical impact on Client's business operations.

Severity 1 excludes Service unavailability due to periods of planned downtime or problems caused by Client's or third party's applications or Client'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 Client's 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 Client's Organization is located as defined in the Organization Account Settings profile page for Client's 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 Client's Service Request within published response objectives. Our initial response may be an acknowledgement of receipt of Client's issue, or may be a

response that results in the resolution of Client's request, or may be a response that will form the basis for determining what additional actions may be required to achieve technical resolution of Client's request.

Overview of Connections Cloud Technical Support response objectives

	Standard Support	Advanced and Premier 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 Client's 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 Clients 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 Client's access to IBM SaaS services as follows. IBM shall provide the hardware, software and network infrastructure that will enable Client 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, Clients 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 Client does 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 Clients for:

a. Service Updates

These email notices to Client administrators include visible changes to the service, new features, or requests from IBM to ensure Clients maintain full use of the services. They are sent typically 2

weeks in advance of the release weekend if no Client 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 Clients 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 Clients 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 Clients, 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 Clients know we are working on the issue, and at the conclusion of the incident signaling the "all clear". Notifications are sent to Clients for incidents with service-wide impact. IBM may not send notifications for minor issues or issues impacting a single or few Clients.