



## IBM Terms of Use – SaaS Specific Offering Terms

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### IBM WebSphere Cast Iron Live

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/slabd.nsf/sla/tou-gen-terms/](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:

##### Standard Edition

- IBM WebSphere Cast Iron Live Standard Edition with 2 Application Endpoints
- IBM WebSphere Cast Iron Live Standard Development Edition
- IBM WebSphere Cast Iron Live Standard Edition Application Endpoints
- IBM WebSphere Cast Iron Live Standard Edition Unrestricted Application Endpoints

##### Enterprise Edition

- IBM WebSphere Cast Iron Live Enterprise Edition with 2 Application Endpoints
- IBM WebSphere Cast Iron Live Enterprise Development Edition
- IBM WebSphere Cast Iron Live Enterprise Edition Application Endpoints
- IBM WebSphere Cast Iron Live Enterprise Edition Unrestricted Application Endpoints

#### 2. Charge Metrics

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

- a. Install is a unit of measure by which the IBM SaaS can be obtained. An entitlement must be obtained for each copy or instance of the infrastructure made available to access and use the IBM SaaS.
- b. Application Instance is a unit of measure by which the IBM SaaS can be obtained. An Application Instance entitlement is required for each instance of an Application connected to the IBM SaaS. If an Application has multiple components, each of which serves a distinct purpose and/or user base, and each of which can be connected to or managed by the IBM SaaS, each such component is considered a separate Application. Additionally, test, development, staging, and production environments for an Application are each considered to be separate instances of the Application and each must have an entitlement. Multiple Application instances in a single environment are each considered to be separate instances of the Application and each must have an entitlement. Sufficient Entitlements must be obtained to cover the number of Application Instances connected to the IBM SaaS 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 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, online forums, and an online problem reporting system. 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 you are in jeopardy of missing business deadlines.	Within 2 business hours	M-F business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 4 business hours	M-F business hours
4	Minimal business impact: An inquiry or non-technical request.	Within 1 business day	M-F business hours

## 6. IBM SaaS Offering Additional Terms

### 6.1 Prohibited Components

Notwithstanding any provision in the Agreement, if the IBM SaaS is designated as a “Standard Edition”, Client is not authorized to use any of the following components or functions of the IBM SaaS:

- a. Enterprise Application Endpoints
- b. Template Development Kit
- c. Management APIs

### 6.2 Cookies

Client is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Client (your employees and contractors) related to the use of the IBM SaaS, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our IBM SaaS for the purpose of improving user experience and/or tailoring interactions with Client. Client confirms that it will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client’s employees and contractors to access, update, correct or delete their collected personal information.

### **6.3 Derived Benefit Locations**

Where applicable, taxes are based upon the location(s) Client identifies as receiving benefit of the IBM SaaS. IBM will apply taxes based upon the business address listed when ordering an IBM SaaS as the primary benefit location unless Client provides additional information to IBM. Client is responsible for keeping such information current and providing any changes to IBM.

## Appendix A

### 1. General Description of the IBM SaaS

IBM WebSphere Cast Iron Live is a multi-tenant, cloud-based platform that provides tools and resources to integrate cloud and on-premise applications. Clients may choose from any supported cloud and on-premise applications.

- a. **IBM WebSphere Cast Iron Live Standard Edition with 2 Application Endpoints**  
Standard Edition allows clients to configure, run, and manage certain common application integrations, including connectivity to cloud and supported standard on-premise applications, data synchronization and data migration scenarios. Standard Edition includes the ability to connect two applications, with an option to acquire additional application endpoints. Application Endpoints adds the authorization to integrate additional applications. Unrestricted Application Endpoints includes the authorization to integrate applications without a cap.
- b. **IBM WebSphere Cast Iron Live Standard Development Edition**  
Development Edition provides a complete, shared development environment for nonproduction use, and includes the authorization to integrate applications in the development environment without a cap.
- c. **IBM WebSphere Cast Iron Live Enterprise Edition with 2 Application Endpoints**  
Enterprise Edition includes everything in the Standard Edition, plus advanced capabilities, including the ability to connect supported enterprise on-premise applications, perform user interface mashups, use data quality features, develop reusable templates, and manage and monitor the solution remotely through management application programming interfaces (APIs). Enterprise Edition includes the same variations as described above for Standard Edition.
- d. **IBM WebSphere Cast Iron Live Enterprise Development Edition**  
Development Edition provides a complete, shared development environment for nonproduction use, and includes the authorization to integrate applications in the development environment without a cap.

This IBM SaaS includes enabling software, which may be used only in connection with Client's use of the IBM SaaS and only for the IBM SaaS term.

- Secure Connector is an optional component that provides security around the transfer of data between the IBM SaaS and an endpoint located behind a firewall.
- Integration Studio is an optional component that enables a user to design and test integration projects offline and then publish them to the IBM SaaS.

### 1.2 Optional Features

Application endpoints add the ability to integrate additional applications and choose from hundreds of cloud and on-premise applications. If clients want to connect to more than two application endpoints in production, they can obtain:

#### Individual endpoints

- IBM WebSphere Cast Iron Live Standard Edition Application Endpoints
- IBM WebSphere Cast Iron Live Enterprise Edition Application Endpoints

#### Unrestricted endpoints

- IBM WebSphere Cast Iron Live Standard Edition Unrestricted Application Endpoints
- IBM WebSphere Cast Iron Live Enterprise Edition Unrestricted Application Endpoints

## Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS and is applicable if specified in Client’s Proof of Entitlement (PoE) or Transaction Document:

The version of this SLA that is current at the commencement or renewal of the term of Client’s subscription will apply. Client understands that the SLA does not constitute a warranty to you.

### 1. Definitions

- a. “Availability Credit” means the remedy IBM will provide for a validated Claim. The Availability Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the IBM SaaS.
- b. “Claim” means a claim Client submits to IBM that an SLA has not been met during a Contracted Month.
- c. “Contracted Month” means each full month during the term of the IBM SaaS measured from 12:00 a.m. Eastern US time on the first day of the month through 11:59 p.m. Eastern US time on the last day of the month.
- d. “Downtime” means a period of time during which production system processing for the IBM SaaS has stopped and Client’s users are unable to use all aspects of the IBM SaaS for which they have permissions. Downtime does not include the period of time when the IBM SaaS is not available because of:
  - A scheduled or announced maintenance outage;
  - Events or causes beyond IBM’s control (e.g., natural disaster, internet outages, emergency maintenance, etc.);
  - Problems with Client’s or a third party’s applications, equipment, or data;
  - Client’s failure to adhere to required system configurations and supported platforms for accessing the IBM SaaS; or
  - IBM’s compliance with any designs, specifications, or instructions provided to IBM by Client or a third party on Client’s behalf.
- e. “Event” means a circumstance or set of circumstances taken together, resulting in a failure to meet an SLA.

### 2. Availability Credits

- a. To submit a Claim, Client must log a Severity 1 support ticket for each Event with the IBM technical support help desk, within 24 hours of Client first becoming aware that the Event has impacted Client’s use of the IBM SaaS. Client must provide all necessary information about the Event and reasonably assist IBM with the diagnosis and resolution of the Event.
- b. Client must submit the Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month in which the Claim arose.
- c. Availability Credits are based on the duration of the Downtime measured from the time Client reports that Client was first impacted by the Downtime. For each valid Claim, IBM will apply the highest applicable Availability Credit based on the achieved SLA during each Contracted Month, as shown in the table below. IBM will not be liable for multiple Availability Credits for the same Event in the same Contracted Month.
- d. For Bundled Service (individual IBM SaaS packaged and sold together for a single combined price), the Availability Credit will be calculated based on the single combined monthly price for the Bundled Service, and not the monthly subscription fee for each individual IBM SaaS. Client may only submit Claims relating to one individual IBM SaaS in a bundle in any Contracted Month, and IBM will not be liable for Availability Credits with respect to more than one IBM SaaS in a bundle in any Contracted Month.

- e. If Client purchased the IBM SaaS from a valid IBM reseller in a remarketing transaction in which IBM maintains primary responsibility for fulfilling the IBM SaaS and SLA commitments, the Availability Credit will be based on the then-current Relationship Suggested Value Price (RSVP) for the IBM SaaS in effect for the Contracted Month which is the subject of a Claim, discounted at a rate of 50%.
- f. The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed ten percent (75%) of one twelfth (1/12th) of the annual charge paid by Client to IBM for the IBM SaaS.

**3. Service Levels**

Availability of the IBM SaaS during a Contracted Month is as follows:

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee for Contracted Month which is the subject of a Claim)
<99.5%	10%
< 99.0%	50%
< 95.0%	75%

Availability, expressed as a percentage, is calculated as: (a) the total number of minutes in a Contracted Month, minus (b) the total number of minutes of Downtime in a Contracted Month, divided by (c) the total number of minutes in a Contracted Month.

Example: 50 minutes total Downtime during Contracted Month

$\begin{array}{r} 43,200 \text{ total minutes in a 30 day Contracted Month} \\ - 50 \text{ minutes Downtime} = 43,150 \text{ minutes} \\ \hline 43,200 \text{ total minutes} \end{array}$	<p>= 50% Availability Credit for 98.8% Achieved Service Level during the Contracted Month</p>
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**4. Exclusions**

This SLA is made available only to IBM Clients. This SLA does not apply to the following:

- Beta and trial services.
- Non-production environments, including but not limited to, test, disaster recovery, quality assurance, or development.
- Claims made by Client’s users, guests, participants and permitted invitees of the IBM SaaS.