IBM Terms of Use – SaaS Specific Offering Terms

IBM Bluemix Dedicated

The Terms of Use (“ToU”) is composed of this IBM Terms of Use - SaaS Specific Offering Terms (“SaaS Specific Offering Terms”) and a document entitled IBM Terms of Use - General Terms (“General Terms”) available at the following URL: www.ibm.com/software/sla/sladb.nsf/sla/tou-gen-terms/.

In the event of a conflict, the SaaS Specific Offering Terms prevail over the General Terms. By ordering, accessing or using the IBM SaaS, 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 Bluemix Dedicated Cloudant 1.6 TB Capacity
- IBM Bluemix Dedicated Runtimes 128 GB Capacity
- IBM Bluemix Dedicated Runtimes 16 GB Capacity
- IBM Bluemix Dedicated Data and Session Cache 50 GB Capacity
- IBM Bluemix Dedicated Direct Link 1 Gbps Capacity
- IBM Bluemix Dedicated Direct Link 10 Gbps Capacity

2. Charge Metrics

The IBM SaaS is sold under the following charge metric as specified in the Transaction Document:

a. Instance is a unit of measure by which the IBM SaaS can be obtained. An Instance is access to a specific configuration of the IBM SaaS. Sufficient entitlements must be obtained for each Instance of the IBM SaaS made available to access and use during the measurement period specified in 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.

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 IBM or its 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 services executed in the dedicated environment is included for no additional charge with this Bluemix Dedicated offering. A description of the support offering is found in the IBM Bluemix Terms of Use in the section for Standard Support. The description of how charges are calculated for Standard Support does not apply to this Bluemix Dedicated offering.

6. IBM SaaS Offering Additional Terms

6.1 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.

6.2 Transfer of Hosting Facility
If IBM intends to transfer hosting of the IBM SaaS to another facility, IBM will provide Customer with 30 days prior written notice regarding such transfer. If, in Customer’s reasonable discretion, it deems the location of such transfer to be unacceptable, Customer will have the right to terminate this Agreement by providing IBM or Customer’s reseller written notice of its intent to terminate prior to the transfer. Customer is responsible for any outstanding charges due following the termination of the IBM SaaS offering.
Appendix A

1. IBM Bluemix Dedicated Description

IBM will set up and maintain a private environment for the ordered IBM Bluemix components at an IBM hosting facility. This will be a dedicated environment in which Customer may execute the identified Bluemix services and runtimes.

Customer must separately obtain a subscription to the public IBM Bluemix offering for a term equal to that for its order for Bluemix Dedicated. For services and runtimes executed in the dedicated environment, there are no usage charges as those are covered by the fees associated with the dedicated environment itself. All other terms associated with those services in the public IBM Bluemix offering continue to apply.

Customer's users may access the dedicated environment through a VPN secure tunnel. IBM will provide the necessary VPN infrastructure on the application side. Customer will be responsible for providing the necessary VPN infrastructure on the user side.

Bluemix operational staff will deploy all releases and software updates to Customer's instances of Bluemix and related services on approximately the same schedule as those releases and software updates are made to the public instance of Bluemix.

2. Specific Option Descriptions

Bluemix Dedicated components may indicate a specific configured capacity (such as gigabytes or transactions per second). Since actual capacity in practice for any configuration of the IBM SaaS varies depending on many factors, the actual capacity in practice may be more or less than the configured capacity.

a. **IBM Bluemix Dedicated Cloudant 1.6 TB Capacity** – An environment that permits execution of a private version of the IBM Cloudant NoSQL Database for Bluemix within the dedicated environment with a design capacity of 1.6 terabytes.

b. **IBM Bluemix Dedicated Runtimes 128 GB Capacity** – An environment that permits deployment and execution of any of the runtimes available in Bluemix with a cumulative memory capacity of 128 gigabytes.

c. **IBM Bluemix Dedicated Runtimes 16 GB Capacity** – An extension of the IBM Bluemix Dedicated Runtimes environment to provide an additional 16 gigabytes of memory capacity.

d. **IBM Bluemix Dedicated Data and Session Cache 50 GB Capacity** – An environment that permits deployment and execution of Data Cache and Session Cache instances up to a cumulative capacity of 50 gigabytes.

e. **IBM Bluemix Dedicated Direct Link 1 Gbps Capacity** – A dedicated network link directly to the appropriate Softlayer network point of presence designed for data transfers of up to 1 gigabits per second.

f. **IBM Bluemix Dedicated Direct Link 10 Gbps Capacity** – A dedicated network link directly to the appropriate Softlayer network point of presence designed for data transfers of up to 10 gigabits per second.