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
- IBM Bluemix Dedicated dashDB Enterprise 64.1
- IBM Bluemix Dedicated dashDB Enterprise 256.4
- IBM Bluemix Dedicated dashDB Enterprise 256.12
- IBM Bluemix Dedicated API Management 1000 API Calls Capacity
- IBM Bluemix Dedicated API Management 500 API Calls 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 Data Collection
In the Bluemix Dedicated environment, IBM may collect data about system state including logins by
Customer users (developers/operators) who deploy and operate Customer applications on Bluemix, IP
addresses of components, machines on which applications are deployed, health of components, capacity
of the environment, communication between components, changes to components and the environment,
usage/metering of resources and services, component logs, etc. IBM will not collect or access data
stored by applications, services, or end users who access the applications developed and deployed by
Customer or other personally identifiable end customer information. All data is used solely for the
purpose of supporting the specific environment, which includes assuring the security, availability,
performance, capacity and health of that environment. This data will not be used or shared for other
purposes.
Appendix A

1. IBM Bluemix Dedicated Description
IBM will set up and maintain a private environment for the ordered IBM Bluemix components at a Bluemix 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 Client's instances of Bluemix and related services. The update will be scheduled in advance with the appropriate notification. Specifics regarding maintenance can be found at http://www.ng.bluemix.net/docs/overview/maintainlocal.html, which may be updated by IBM from time to time.

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.

g. IBM Bluemix Dedicated dashDB Enterprise 64.1 - One database per service instance on a dedicated server with 64GB RAM, 16 vCPUs. Recommended for up to 1 TB of pre-load data, based on typical compression.

h. IBM Bluemix Dedicated dashDB Enterprise 256.4 - One database per service instance on a dedicated bare metal server with 256GB RAM, 32 Cores. Recommended for up to 4 TB of pre-load data, based on typical compression.

i. IBM Bluemix Dedicated dashDB Enterprise 256.12 - One database per service instance on a dedicated bare metal server with 256GB RAM, 32 Cores. Recommended for up to 12 TB of pre-load data, based on typical compression. This is a storage dense plan suitable for environments where data volumes are higher and queries need not run at in-memory speeds.
j. **IBM Bluemix Dedicated API Management 1000 API Calls Capacity** – An environment that permits execution of a private version of IBM API Management for Bluemix within the dedicated environment with a capacity of 1000 API calls per second.

k. **IBM Bluemix Dedicated API Management 500 API Calls Capacity** - An environment that permits execution of a private version of IBM API Management for Bluemix within the dedicated environment with a capacity of 500 API calls per second.

l. **IBM Bluemix Dedicated Community Services** - An environment that permits deployment and execution of Bluemix Community Services up to a total of 50 Instances for EACH community service.

m. **IBM Bluemix Dedicated Hardware Firewall - High Availability** - A redundant 1 gigabit per second hardware firewall configured for protection for single, multiple, or all servers on same VLAN within the Dedicated environment.


o. **IBM Bluemix Dedicated Instance One-Time Set Up** - A one time charge for deploying and configuring your Dedicated Bluemix Environment.

p. **IBM Dedicated MQ Light PR 30 Capacity** - An environment that permits deployment and execution of MQ Light instances up to a total capacity of 30 service instances.
Appendix B

IBM provides the following availability service level agreement (SLA) for IBM branded service (Service) instances and runtime (Runtime) instances from the Bluemix Dedicated catalog of offerings. The SLA does not apply to third party services that are subject to a third party agreement. The SLA is available only to Client that is compliant with the agreement terms and does not apply to beta, experimental or Bluemix offerings provided at no charge. The SLA is not a warranty.

1. Service Level

IBM provides a 99.5% availability service level for Service instances and Runtime instances provisioned in a single Bluemix Dedicated environment during a contracted month. Downtime is the total accrued minutes where Client is unable to connect to such Service instance, or to at least one of two Runtime instances (Downtime), and is measured from the time of Client reported outage event until the time the affected instance is available for use as validated by IBM system records.

IBM provides a 99.95% availability service level for Services and Runtimes that have been configured for high availability and are distributed across two Bluemix Dedicated environments during a contracted month. Downtime is the total accrued minutes where Client is unable to connect to at least one of two Service instances, or to at least one of two Runtime instances (Downtime), and is measured from the time Client reported an outage event until the time at least one of the affected instances is available for use as validated by IBM system records.

2. Availability Credits

If Client believes an availability credit is due in any contracted month, Client must submit a SLA claim within seven days after the end of such month documenting the Service or Runtime outages and include information to identify affected instances, error messages or other information necessary to identify and validate the claim. Reference IBM support tickets, if applicable. Client must submit all claims by emailing billing@bluemix.net.

Compensation for a valid SLA claim will be a credit Client can apply to future Bluemix use. The credit will be the highest applicable compensation based on the cumulative availability of the affected Service or Runtime during a contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 25% of the monthly charge for the affected Service or Runtime.

<table>
<thead>
<tr>
<th>Single Dedicated Environment Availability during a contracted month</th>
<th>Two Dedicated Environments Availability during a contracted month</th>
<th>Compensation (% of monthly charge* that is the subject of a claim)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 99.5%</td>
<td>&lt; 99.95%</td>
<td>10%</td>
</tr>
<tr>
<td>&lt; 99.0%</td>
<td>&lt; 99.90%</td>
<td>25%</td>
</tr>
</tbody>
</table>

* If the Cloud Service was acquired from an IBM Business Partner, the monthly charge will be calculated on the then-current list price for the Cloud Service in effect for the Contracted Month which is the subject of a Claim, discounted at a rate of 50%.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month minus the total number of minutes of Downtime in a contracted month divided by the total number of minutes in the contracted month.

3. Exclusions

Downtime does not include time related to a scheduled or announced maintenance outage; causes beyond IBM’s control; problems with Client or community content or technology, designs or instructions; non-IBM buildpacks; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing.