IBM IoT Continuous Engineering on Cloud and

IBM Collaborative Lifecycle Management on 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/**.

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 Quality Manager on Cloud
- IBM Team Concert on Cloud
- IBM DOORS Next Generation on Cloud
- IBM IoT Continuous Engineering on Cloud
- IBM Collaborative Lifecycle Management on Cloud

2.   Charge Metrics

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

- Authorized User is a unit of measure by which the IBM SaaS can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the IBM SaaS in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access 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.

3.2   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.

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 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 telephone, 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, 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 Personal Information

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 SaaSmeets Client's needs with regard to the type of content Client uses in connection with the IBM SaaS.

6.2 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. IBM Quality Manager on Cloud

This IBM SaaS offering provides dynamic test plans, governed workflows, lab efficiency, test coverage analysis, and manual test authoring. These features integrate with other lifecycle artifacts such as work items and requirements, and with reporting and dashboards. They provide detailed and highly customized analytics to help monitor the health and progress of a project. Customizable reports provide both real-time views and historical trends of artifacts across the entire lifecycle, including requirements, work items, builds, test cases and test results. Team reports and dashboards help Clients keep tabs on the health of their project. Dashboards provide an at-a-glance view of work item queries, event feeds, reports, and other items critical to understanding progress.

2. IBM Team Concert on Cloud

This IBM SaaS offering provides change management, planning, software configuration management, and automation capabilities as described below:

a. **Change Management.** The main feature of Change Management is work items, which track and coordinate stories, defects, plan items, and ordinary tasks. Work items and the workflow process they follow can be customized to suit Client's project.

b. **Planning.** The Planning capability provides tools to assist with the planning, tracking, and workload balancing for entire projects, for teams within those projects, and for individual developers. Plans are accessible to everyone on the team, and show the progress on releases and iterations at any point in time.

c. **Software Configuration Management.** The component-based source control system provides strong support for parallel development, agile development, and geographically distributed teams. It integrates tightly with defect tracking, builds, and process automation.

d. **Automation.** The Automation capability provides build management control to the development and test teams. Team members can track build progress, view build alerts and results, request builds, and trace the relationship of builds to artifacts such as change sets and work items.

3. IBM DOORS Next Generation on Cloud

This IBM SaaS offering provides tools to capture, organize, and collaboratively review, analyze, and report on requirements, especially in relation to their associated development work items and test artifacts.

4. IBM IoT Continuous Engineering on Cloud

This SaaS offering includes the functionality described above for IBM DOORS Next Generation on Cloud, IBM Quality Manager on Cloud, and IBM Team Concert on Cloud, as well as:

● Universal access to engineering information from across the lifecycle and enables key engineering competencies across the IBM DOORS Next Generation on Cloud.

● IBM Rhapsody Design Manager on Cloud, IBM Quality Manager on Cloud, and IBM Team Concert on Cloud tools:

  ● find and discover relevant information regardless of where the data is stored and managed

  ● understand and react to engineering change with full visibility across the engineering lifecycle

  ● visualization and analysis capabilities that help turn insights into predictable outcomes

  ● re-use through organization of lifecycle engineering artifacts according to re-usable products, systems, subsystems, and components in development

  ● tools to create, edit, and share models and designs, integrate design artifacts with other lifecycle resources

  ● collaboratively review, analyze, and report on models and designs.

- Customizable reports provide both real-time views and historical trends of artifacts across the entire lifecycle, including requirements, work items, builds, test cases and test results.
- Team reports and dashboards help Clients oversee a project.
- Dashboards provide an at-a-glance view of work item queries, event feeds, reports, and other items critical to understanding progress.

5.   IBM Collaborative Lifecycle Management on Cloud

This SaaS offering includes the functionality described above for IBM DOORS Next Generation on Cloud, IBM Quality Manager on Cloud, and IBM Team Concert on Cloud.