

Service Description

IBM SPSS Statistics Subscription

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1. Cloud Service

IBM SPSS Statistics Subscription, Base Edition is a cloud service that provides statistical analysis capabilities and availability to an up-to-date desktop client. Access to the application is managed using a single sign on, and the enabling software download process and user management has been simplified. The Base Edition provides base statistical features including cross tabulations, frequencies, compare means, correlation, regression, graphing, data preparation, and bootstrapping.

1.1 Optional Services

1.1.1 IBM SPSS Statistics Subscription, Custom Tables & Advanced Statistics

This Cloud Service adds custom tables, regression and advanced statistics to the Base Edition.

1.1.2 IBM SPSS Statistics Subscription, Complex Sampling & Testing

This Cloud Service adds exact test, conjoint, categories, missing values, and complex samples to the Base Edition.

1.1.3 IBM SPSS Statistics Subscription, Forecasting & Decision Trees

This Cloud Service adds forecasting, decision trees, neural networks, and direct marketing to the Base Edition.

2. Content and Data Protection

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

IBM SPSS Statistics Subscription

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=B2305030349D11E7BB305001F8439EBD>

IBM SPSS Licensing/Download Server

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=D1049660754911E6865BC3F213DB63F7>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection

Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

3. Technical Support

Technical support for the Cloud Service is provided via online forums and an online problem reporting system. IBM's software as a service support guide available at https://www.ibm.com/software/support/saas_support_guide.html provides technical support contact and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

4. Entitlement and Billing Information

4.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- Authorized User is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service in any manner directly or indirectly (for example, through 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 Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

4.2 Billing Frequency

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

5. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service 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 15 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the PoE. Renewals are subject to an annual price increase as specified in a quote. In the event the automatic renewal is after receipt of an IBM notice of a withdrawal of the Cloud Service, the renewal term will end the earlier of the end of the current renewal term or the announced withdrawal date.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 15 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 15 day period.

6. Additional Terms

6.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

6.2 Enabling Software

The Cloud Service requires the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service. Enabling software is provided to Client under following terms:

Enabling Software	Applicable License Terms (if any)
IBM SPSS Statistics Subscription for Microsoft Windows 32-bit	"AS-IS"
IBM SPSS Statistics Subscription for Microsoft Windows 64-bit	"AS-IS"
IBM SPSS Statistics Subscription for Mac OS	"AS-IS"
IBM SPSS Data Access Pack	http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/28E720F2DE710C8985257F76006261B3?OpenDocument
IBM SPSS Statistics Data File Drivers	http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/899EAA536BF9555F85257F7600623262?OpenDocument