IBM Blueworks 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/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 or the IBM International Passport Advantage Express Agreement, as applicable (“Agreement”) and together with the ToU make the complete agreement.

1. IBM SaaS
   - IBM Blueworks Live Editor
   - IBM Blueworks Live Contributor
   - IBM Blueworks Live Viewer
   - IBM Blueworks Live Private Cloud Editor
   - IBM Blueworks Live Private Cloud Contributor
   - IBM Blueworks Live Private Cloud Viewer

2. Charge Metrics
   The IBM SaaS is sold under the following charge metric 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

3.1 Set-Up Charges
   Set-up charges will be specified in a Transaction Document.

3.2 Partial Month Charges
   A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

4. Technical Support
   Technical support for the IBM SaaS is provided via email and an online problem reporting system. Information about the technical support offering is provided in the IBM Software as a Service Support Handbook which is available at https://www.ibm.com/software/support/handbook.html. Technical support is offered with the IBM SaaS and is not available as a separate offering.

<table>
<thead>
<tr>
<th>Severity</th>
<th>Severity Definition</th>
<th>Response Time Objectives During Support Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>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.</td>
<td>Within 1 business hour</td>
</tr>
<tr>
<td>2</td>
<td>Significant business impact: A service feature or function is severely restricted in its use or Client is in jeopardy of missing business deadlines.</td>
<td>Within 2 business hours</td>
</tr>
</tbody>
</table>
### 5. Term and Renewal Options

The term of the IBM SaaS begins on the date IBM notifies Client of availability of 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.

### 6. IBM SaaS Offering Additional Terms

#### 6.1 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.

#### 6.2 Updates to Policies

IBM reserves the right to modify the IBM SaaS and/or any components thereof, the User Guide, its support policies, its security and privacy policies and any other information and/or policies at IBM’s sole discretion and without prior notice, but this will not affect the security procedures and controls Client has applied to protect Client’s content.
1. **IBM SaaS Description**

IBM Blueworks Live is a software-as-a-service solution that provides a collaborative environment for capturing, documenting, modeling, and optimizing business processes and decisions. IBM Blueworks Live subscriptions can be purchased via a shared public cloud environment or a dedicated private cloud environment.

The IBM SaaS is sold based on Authorized User access types as follows:

a. Editor user has access to all product features and functions. Editor users are able to collaboratively create, diagram and make changes to business process and decision models.

b. Contributor user is able to see, comment on and add documentation to business process and decision models. Contributor users cannot create or edit business process models or business decision models.

c. Viewer user can view shared business process models. Viewer users cannot participate in, comment on, or contribute to work and do not have access to spaces, blogs or activity streams.

Editor and Contributor user entitlements are sold individually. Viewer user entitlements are available in packs of 500. Client must designate at least one Editor user or one Contributor user as the IBM SaaS administrator. An administrator will have administrative privileges that include the ability to monitor the amount and type of user entitlements acquired and the total number of entitlements deployed.

Administrator and Editor users can invite new users to access the IBM SaaS. Each user designated as either an Editor, Contributor or Viewer will account for one purchased entitlement of that user type. The IBM SaaS tracks the number of entitlements for each user type and will not enable access beyond the number of entitlements acquired.

2. **IBM Blueworks Live Private Cloud Set-Up**

This set-up service is a one-time fee charged for setting up a dedicated private cloud for a single Client. This charge does not apply to Clients using the public cloud edition.
1. **Service Level Agreement**  
IBM provides the following availability service level agreement ("SLA") for the IBM SaaS as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

2. **Availability Credits**  
Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware of an event that has impacted the IBM SaaS availability. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the IBM SaaS based on the duration of time during which production system processing for the IBM SaaS is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the IBM SaaS is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the IBM SaaS during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the IBM SaaS.

3. **Service Levels**  
Availability of the IBM SaaS during a contracted month

<table>
<thead>
<tr>
<th>Availability during a contracted month</th>
<th>Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;99%</td>
<td>2%</td>
</tr>
<tr>
<td>&lt;97%</td>
<td>5%</td>
</tr>
<tr>
<td>&lt;95%</td>
<td>10%</td>
</tr>
</tbody>
</table>

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.

Example: 500 minutes total Downtime during contracted month

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\text{Availability credit} = \frac{\text{43,200 total minutes in a 30 day contracted month} - \text{500 minutes Downtime}}{\text{42,700 minutes}} = 2\% \text{ Availability credit for 98.8% availability during the contracted month}
\]