IBM Terms of Use

IBM Emptoris Spend Analysis On Cloud

The Terms of Use ("ToU") are 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: http://www.ibm.com/software/sla/sladb.nsf/sla/tou-gen-terms/.

The complete agreement between the parties consists of 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 (the "Agreement") and the ToU. Should a conflict arise between the General Terms and these SaaS Specific Offering Terms, these SaaS Specific Offering Terms will prevail over the General Terms.

Customer may use the IBM SaaS only if Customer first accepts the ToU. By ordering, accessing or using the IBM SaaS, Customer agrees to the ToU. By clicking an "Accept" button after being presented with these SaaS Specific Offering Terms, you are also accepting the General Terms.

IF YOU ARE ACCEPTING THE ToU ON BEHALF OF CUSTOMER, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND CUSTOMER TO THE ToU. IF YOU DO NOT AGREE WITH THE ToU OR DO NOT HAVE FULL AUTHORITY TO BIND CUSTOMER TO THE ToU THEN DO NOT IN ANY MANNER USE OR PARTICIPATE IN ANY OF THE FUNCTIONALITY OFFERED AS PART OF THE IBM SAAS.

Part 1 – IBM Terms

1. IBM SaaS
   This ToU is for the following IBM SaaS offerings:
   a. IBM Emptoris Spend Analysis on Cloud
   b. IBM Emptoris Spend Analysis on Cloud Read Only
   c. IBM Emptoris Spend Analysis on Cloud for Non-Production Environment
   d. IBM Emptoris Spend Analysis on Cloud Advanced Add-on

2. Charge Metrics
   The IBM SaaS offering is sold under the following charge metric(s):
   a. Authorized User is a unit of measure by which the IBM SaaS may be obtained. An Authorized User is a unique person who is given access to IBM SaaS. Customer must obtain separate, dedicated entitlements for each Authorized User accessing the IBM SaaS offering in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means during the measurement period specified in Customer's Proof of Entitlement (PoE) or Transaction Document. An entitlement for an Authorized User is unique to that Authorized User and may not be shared, nor may it be reassigned other than for the permanent transfer of the Authorized User entitlement to another person.
   b. 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 & Billing

3.1 Billing Options
   The amount payable for the IBM SaaS offering is specified in a Transaction Document. The billing options for the IBM SaaS subscription fees are as follows:
   a. Entire commitment amount upfront
   b. Monthly (in arrears)
   c. Quarterly (upfront)
   d. Annually (upfront)
The selected billing option will be valid for the length of the term specified in a PoE or a Transaction Document. The amount payable per billing cycle will be based on the annual subscription fee and number of billing cycles in a year.

3.2 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 offering is available.

4. Account Creation and Access
When IBM SaaS Users register for an account ("Account"), IBM will provide the IBM SaaS User with an Account identification and password. Customer is responsible for ensuring that each IBM SaaS User manages and keeps their Account information current.

Customer is responsible for ensuring that each IBM SaaS User protects their Account identification and password and controls who may access an IBM SaaS User Account or use any IBM SaaS offering on Customer's behalf.

5. Renewal of a Subscription Period
5.1 Automatic Renewal of a Subscription Period
If Customer's PoE designates the subscription renewal as automatic, Customer may renew Customer's expiring IBM SaaS Subscription Period by written authorization to renew (e.g., order form, order letter, purchase order), prior to the expiration date, in accordance with the terms of the Agreement.

IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE, THE EXPIRING IBM SaaS SUBSCRIPTION PERIOD IS AUTOMATICALLY RENEWED FOR EITHER A ONE YEAR TERM OR THE SAME DURATION AS THE ORIGINAL TERM UNLESS, PRIOR TO THE EXPIRATION DATE, IBM RECEIVES, EITHER DIRECTLY FROM CUSTOMER OR THROUGH CUSTOMER'S RESELLER, AS APPLICABLE, CUSTOMER'S WRITTEN NOTIFICATION THAT CUSTOMER DOES NOT WANT TO RENEW. OTHERWISE, CUSTOMER AGREES TO PAY SUCH RENEWAL CHARGES.

5.2 Continuous Billing
If Customer's PoE designates the subscription renewal as billing will continue following the end of the Subscription Period, Customer will continue to have access to the IBM SaaS and will be billed for usage of the IBM SaaS on a continuous billing basis. To discontinue use of the IBM SaaS and stop the continuous billing process, Customer must provide IBM with ninety (90) days written notice requesting cancellation of their IBM SaaS. Upon cancellation of Customer's access to the IBM SaaS, Customer will be billed for any outstanding access charges through the month in which the cancellation took effect.

5.3 Customer Renewal Required
If Customer's PoE designates the subscription renewal as one that terminates, the IBM SaaS offering will not renew at the end of the initial Subscription Period. In order to continue use of the IBM SaaS beyond the initial Subscription Period, Customer must obtain a new subscription for the IBM SaaS. Please contact an IBM sales representative or Customer's reseller, as applicable, to obtain a new IBM SaaS subscription.

6. Technical Support
Technical support is provided for the IBM SaaS offering during the Subscription Period. Such technical support is included with the IBM SaaS and is not available as a separate offering.

Technical Support information can be found at the following URL:

E-mail and phone support access is also described at the technical support web site.

7. IBM SaaS Offering Unique Terms
IBM may copy the Customer's data to a non-production server within the IBM SaaS environment for the exclusive purpose of testing and improving the quality of IBM's products.

7.1 Read Only Limitation
If the IBM SaaS offering is designated as "Read Only", Customer is only permitted to access and search repositories, view reports, participate in workflows as approvers or routers, receive and respond to
evaluations, receive and update status of an assigned task, and receive risk alerts that are limited to
twelve logins per month.

7.2 Non-Production Limitation
If the IBM SaaS offering is designated as "Non-Production", the IBM SaaS offering can only be used as
part of the Customer's non-production activities, including but not limited to testing, performance tuning,
fault diagnosis, benchmarking, staging, quality assurance activity and/or developing internally used
additions or extensions to the IBM SaaS offering using published application programming interfaces.
Customer is not authorized to use any part of the IBM SaaS offering for any other purposes without
acquiring the appropriate production entitlements.

7.3 Cumulative Entitlements – IBM Emptoris Spend Analysis on Cloud
Customers must obtain an Instance entitlement, as well as sufficient Authorized User entitlements to
cover the IBM SaaS Users of IBM Emptoris Spend Analysis on Cloud.

7.4 Entitlements Not Required
Administrative users are included in the IBM SaaS offering. Customer is not required to obtain authorized
user entitlements for administrative users of the IBM SaaS offering.
An administrative user is authorized to create the following: clause templates, contract templates,
interview design, setting up approval rules, notification templates, line definitions, term definitions,
organizations, data sources, groups, roles, workflows, categories, and master supplier records.
If an administrative user does non-administrative activities they will require an entitlement.

7.5 Third Party Site and Services
If Customer or an IBM SaaS User transmits Content to a third party website or other service that is linked
to or made accessible by the IBM SaaS, Customer and the IBM User provide IBM with the consent to
enable any such transmission of Content, but such interaction is solely between Customer and the third
party website or service. IBM makes no warranties or representations about such third party sites or
services, and shall have no liability for such third party sites or services.
Part 2 – Country-unique Terms

The following terms replace or modify the referenced terms in Part 1. All terms in Part 1 that are not changed by these amendments remain unmodified and in effect. This Part 2 is comprised of amendments to this Terms of Use and is organized as follows:

- Americas country amendments;
- Asia Pacific country amendments; and
- Europe, Middle East, and Africa country amendments.

ENMIENDAS PARA PAÍSES AMERICANOS

BELICE, COSTA RICA, REPÚBLICA DOMINICANA EL SALVADOR, HAITÍ, HONDURAS, GUATEMALA, NICARAGUA Y PANAMÁ

5.1 Renovación automática de un Período de Suscripción

El texto siguiente sustituye el párrafo que comienza por "SI IBM NO RECIBE Dicha AUTORIZACIÓN EN LA FECHA DE CADUCIDAD":

IBM renovará, por un importe adicional, el Período de Suscripción de SaaS IBM caducado durante el plazo de un año al mismo precio y frecuencia de facturación, si IBM o el distribuidor del Cliente reciben (1) el pedido de renovación por parte del Cliente (por ejemplo, formulario de pedido u orden de compra) antes del vencimiento del Período de Suscripción actual o (2) el pago por parte del Cliente en un plazo de 30 días a partir de la recepción de la factura de SaaS IBM para el periodo siguiente.

ARGENTINA, BRASIL, CHILE, COLOMBIA, ECUADOR, MÉXICO, PERÚ, URUGUAY, VENEZUELA

5.1 Renovación automática de un Período de Suscripción

No se aplica a las Entidades Públicas que están sometidas a la Legislación de Suministro del Sector Público.

BRASIL

5.1 Automatic Renewal of a Subscription Period

The following is added after the second paragraph:

The transaction document will describe the process of the written communication to Customer containing the applicable price and other information for the renewal period.

ESTADOS UNIDOS DE AMÉRICA

5.1 Automatic Renewal of a Subscription Period

The following sentence is added at the end of the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 5.1 Automatic Renewal of a Subscription Period:

CUSTOMER MAY TERMINATE THE IBM SaaS AT ANY TIME AFTER THE END OF THE INITIAL SUBSCRIPTION PERIOD ON ONE MONTH’S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH CUSTOMER’S IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED CUSTOMER’S WRITTEN AUTHORIZATION (e.g., order form, order letter, purchase order) TO RENEW CUSTOMER’S EXPIRING IBM SaaS SUBSCRIPTION PERIOD. IN SUCH EVENT, CUSTOMER MAY OBTAIN A PRORATED REFUND.
5.1 Automatic Renewal of a Subscription Period

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 5.1 Automatic Renewal of a Subscription Period:

IBM will renew, for an additional payment, the expiring IBM SaaS Subscription Period for a one year term at the same price and billing frequency, if IBM or Customer’s reseller receives (1) Customer's order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current Subscription Period or (2) Customer's payment within 30 days of Customer's receipt of the IBM SaaS invoice for the next term.

BANGLADESH, BUTÁN Y NEPAL

MODIFICACIONES APLICABLES PARA LOS PAÍSES DE EUROPA, ORIENTE MEDIO Y ÁFRICA (EMEA)
BAHRÉIN, KUWAIT, OMÁN, QATAR, ARABIA SAUDÍ Y EMIRATOS ÁRABES UNIDOS

5.1 Automatic Renewal of a Subscription Period

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 5.1 Automatic Renewal of a Subscription Period:

IBM will renew, for an additional payment, the expiring IBM SaaS Subscription Period for a one year term at the same price and billing frequency, if IBM or Customer's reseller receives (1) Customer's order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current Subscription Period or (2) Customer's payment within 30 days of Customer's receipt of the IBM SaaS invoice for the next term.
IBM Emptoris Spend Analysis On Cloud provides the capability to analyze the spend data through various functions such as drill-down, filtering and reporting.

1. **IBM Emptoris Spend Analysis On Cloud features include:**
   - **Dimension Explorer** – Enables user to view historic spend profiles in a multi-dimensional configurable view. It also allows user to apply filters, create bookmarks and gives in-depth spend visibility up to transaction level. Users can also view and export the dimension data for offline analysis.
   - **Top Reports** – Provides the user ability to tag the reports created within the application, as top reports. Bookmarks and dashboards can also be tagged as Top Reports along with other reports.
   - **Administration** – Enables administrator to manage user roles, associated permissions, data visibility and properties. Administrator can also track the application usage by users’ thorough usage reports.

2. **IBM Emptoris Spend Analysis On Cloud Advanced Add-on**
   - **Dashboard** – Allows user to view, build and configure the dashboards consisting of multiple panels using various reporting components built within the application. It also allows user to share and export the dashboard contents.
   - **Tabulation** – Enables user to create, view and export tabulation reports comprising of dimensions of maximum 3 rows and 3 columns. User can also create nested pivot table involving up to 5 dimensions. Users can export the Tabulation reports to excel and/or share them with other users of the Emptoris Spend Analysis On Cloud offering.
   - **Analytics** – Enables user to create basic query-based reports. Users can export the reports to excel and/or share them with other users of the IBM Emptoris Spend Analysis On Cloud offering.
   - **Feedback** – Allows users to capture their feedback to update the spend classification by suggesting changes to the dimensional hierarchies or spend allocation.
   - **Spend Data Manager** – Enables user to load, process and publish data for Spend Analysis. It also enables execution of the data classification rules.