

IBM Terms of Use – SaaS Specific Offering Terms

IBM MaaS360 (SaaS)

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 MaaS360 Mobile Device Management (SaaS)
- IBM MaaS360 Mobile Device Management (SaaS) Step up for existing customers
- IBM MaaS360 Mobile Application Management (SaaS)
- IBM MaaS360 Mobile Application Management (SaaS) Step up for existing customers
- IBM MaaS360 Mobile Application Security (SaaS)
- IBM MaaS360 Mobile Application Security (SaaS) Step up for existing customers
- IBM MaaS360 Gateway for Apps (SaaS)
- IBM MaaS360 Gateway for Apps (SaaS) Step up for existing customers
- IBM MaaS360 Mobile Content Management (SaaS)
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- IBM MaaS360 Mobile Document Sync (SaaS)
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- IBM MaaS360 Management Suite (SaaS)
- IBM MaaS360 Management Suite (SaaS) Step up for existing customers
- IBM MaaS360 Productivity Suite (SaaS)
- IBM MaaS360 Productivity Suite (SaaS) Step up for existing customers

- IBM MaaS360 Secure Mobile Mail (SaaS)
- IBM MaaS360 Secure Mobile Mail (SaaS) Step up for existing customers
- IBM MaaS360 Gateway Suite (SaaS)
- IBM MaaS360 Gateway Suite (SaaS) Step up for existing customers
- IBM MaaS360 Content Suite (SaaS)
- IBM MaaS360 Content Suite (SaaS) Step up for existing customers
- IBM MaaS360 Mobile Threat Management (SaaS)
- IBM MaaS360 Content Service (SaaS)
- IBM MaaS360 Content Service Storage (SaaS)
- IBM MaaS360 Content Service Bandwidth (SaaS)
- IBM MaaS360 Professional (SaaS)
- IBM MaaS360 Laptop Management (SaaS)
- IBM MaaS360 Laptop Location (SaaS)
- IBM MaaS360 Laptop Lifecycle Management (SaaS)
- IBM MaaS360 Laptop Security (SaaS)
- IBM MaaS360 Advanced Mobile Management Suite Prime (SaaS)
- IBM MaaS360 Secure Productivity Suite Prime (SaaS)
- IBM MaaS360 Secure Document Sharing Suite Prime (SaaS)
- IBM MaaS360 Professional Bundle Prime (SaaS)
- IBM MaaS360 Educational Bundle Prime (SaaS)
- IBM MaaS360 Advanced Laptop Management Prime (SaaS)

2. Charge Metrics

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

- a. 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.
- b. Gigabyte is a unit of measure by which the IBM SaaS can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- c. Managed Client Device is a unit of measure by which IBM SaaS can be obtained. A Client Device is a single user computing device or special purpose sensor or telemetry device that requests the execution of or receives for execution a set of commands, procedures, or applications from or provides data to another computer system that is typically referred to as a server or is otherwise managed by the server. Multiple Client Devices may share access to a common server. A Client Device may have some processing capability or be programmable to allow a user to do work. Client must obtain Managed Client Device entitlements for every Client Device managed by the IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- d. Client Device is a unit of measure by which the IBM SaaS can be obtained. A Client Device is a single user computing device or special purpose sensor or telemetry device that requests the execution of or receives for execution a set of commands, procedures, or applications from or provides data to another computer system that is typically referred to as a server or is otherwise managed by the server. Multiple Client Devices may share access to a common server. A Client Device may have some processing capability or be programmable to allow a user to do work. Client must obtain entitlements for every Client Device which runs, provides data to, uses services

provided by, or otherwise accesses 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. Term and 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.

4.1 Automatic Renewal

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.

THE RENEWAL ENTITLEMENT QUANTITY WILL BE EQUAL TO THE GREATER OF THE ORIGINAL ORDER QUANTITY OR THE MONTHLY REPORTED USAGE FOR THE MONTH PRIOR TO GENERATION OF THE RENEWAL INVOICE UNLESS IBM RECEIVES A NOTIFICATION SPECIFYING A DIFFERENT ENTITLEMENT QUANTITY.

THE RENEWAL ENTITLEMENT QUANTITY FOR STEP UP OFFERING WILL BE EQUAL TO THE ORIGINAL ORDER QUANTITY.

4.2 Continuous Billing

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.

4.3 Renewal Required

When the PoE states that Client's renewal type is "terminate", the IBM SaaS will terminate at the end of the Subscription Period and Client's access to the IBM SaaS will be removed. To continue to use the IBM SaaS beyond the end date, Client will need to place an order with Client's IBM sales representative or IBM Business Partner to purchase a new Subscription Period.

5. Technical Support

Technical support for IBM SaaS is structured 2nd level support to a customer's Operation team, not End User support and is available during the subscription period. .

Support is provided through multiple channels; 24 x 7. Information regarding support of the IBM SaaS solution can be found on product portal.

Expected responsiveness targets:

Severity	Severity Definition	Initial 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.	30 Minutes	24x7
2	High 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.	1 business hour	24 x 7
3	Medium business impact: Indicates the service or functionality is usable and it is not a critical impact on operations.	2 business hours	24 x 7
4	Low business impact: An inquiry or non-technical request	3 business	24 x 7

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6. IBM SaaS Offering Additional Terms

6.1 Step up Limitation

For IBM SaaS offerings designated as “Step up for existing Customers” (“Step up SaaS”), Client must have previously or simultaneously acquired appropriate license entitlements to the associated IBM program as identified in the name of the Step up SaaS offering. For example, Client who purchases “MaaS360 Mobile Device Management (SaaS) Step up for existing customers” must have licensed entitlements to the associated IBM program of IBM MobileFirst Protect. Client’s entitlements to the Step up SaaS cannot exceed Client’s entitlements to the associated IBM program.

When acquiring Step up SaaS, Client may not use the same associated IBM program license entitlements within their on-premise installed environment as well as with the Step up SaaS entitlements. For example, if Client has 250 Managed Client Device entitlements to the associated IBM program and chooses to purchase 100 Step up SaaS Managed Client Device entitlements, Client can manage 100 Step up SaaS Managed Client Devices from the IBM SaaS environment and 150 Managed Client Devices from the software installed on-premise.

Client represents they have acquired the applicable (1) license entitlements and (2) Subscription and Support for the associated IBM program(s). During the Subscription Period of the Step up SaaS, Client must maintain current Subscription and Support for the IBM program entitlements used in conjunction with the Step up SaaS entitlements. In the event either Client’s license to use the associated IBM program(s) or Client’s Subscription and Support for the associated IBM program(s) is terminated, Client’s right to use the Step Up SaaS will terminate.

6.2 Cookies

Client agrees that IBM may use cookies and tracking technologies to collect personally identifiable information in gathering usage statistics and information designed to help improve user experience and/or to tailor interactions with users in accordance with <http://www-01.ibm.com/software/info/product-privacy/index.html>

6.3 Cross Border Transfers

If Client makes Personal Information available to IBM SaaS offerings in the EU Member States, Iceland, Liechtenstein, Norway, or Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation, Client agrees that IBM may process the Content, including any Personal Information, under relevant laws and requirements across a country border to processors and sub-processors in the following countries outside of the European Economic Area and countries considered by the European Commission to have adequate levels of security:

Name of Processor/Subprocessor	Role (Data Processor or Subprocessor)	Location
IBM Corporation	Sub-processor	1 New Orchard Rd. Armonk, NY 10504, USA I
IBM India Private Limited	Sub-processor	No. 12, Subramanya Arcade Bannerghatta Road, Bangalore 560029 India

Client agrees that IBM may, on notice, vary this list of country locations when it reasonably determines it necessary for the provision of the IBM SaaS.

6.4 EU Data Privacy

If Client makes personal data available to IBM SaaS offerings in the EU Member States, Iceland, Liechtenstein, Norway, or Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation, or if Client has authorized users or devices in those countries, then Client as the sole controller appoint IBM as a processor to process (as those terms are defined in EU

Directive 95/46/EC) Personal Information. IBM will only process such Personal Information to the extent required to make the IBM SaaS offering available in accordance with IBM's published descriptions of the IBM SaaS and Client agrees that any such processing is in accordance with Client's instructions.

6.5 Safe Harbor Compliance

The IBM SaaS offerings are included in Fiberlink Communications Corporation (IBM Subsidiary) US-EU Safe Harbor certification. Both IBM and Fiberlink abide by the U.S. - EU Safe Harbor Framework as set forth by the United States Department of Commerce regarding the collection, use and retention of information collected from the European Union. For more information about Safe Harbor or to access Fiberlink's certification statement, go to <http://www.export.gov/safeharbor/>.

When IBM's US-EU Safe Harbor Framework does not apply to a transfer of EEA Personal Information, the parties or their relevant affiliates may enter into separate standard unmodified EU Model Clause agreements in their corresponding roles pursuant to EC Decision 2010/87/EU with optional clauses removed. All disputes or liability arising under these agreements, even if entered into by affiliates, will be treated by the parties as if the dispute or liability arose between them under the terms of this Agreement.

6.6 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.

6.7 Normative Data

Notwithstanding anything to the contrary, for normative research, analysis, demonstration and reporting purposes only, IBM may retain and use in aggregated and anonymous format (i.e., so that you or your authorized users cannot be identified as the source of the data and so that personally identifiable information allowing identification of Client or Client's authorized users is removed) data reflecting Client's authorized users' individual experiences with the IBM SaaS.

6.8 Lawful Use and Consent

6.8.1 Authorization to Collect and Process Data

The IBM SaaS is designed to provision, manage, monitor and control mobile devices. The IBM SaaS will collect information from users and devices that are authorized by you to interact with the IBM SaaS for which Client has subscribed. The IBM SaaS collects information that alone or in combination may be considered Personal Information in some jurisdictions. Collected data may include authorized user name, telephone number, registered email address and device location, userID and browsing history from the MaaS360 browser, information about end user device hardware, software and settings, and information generated by the device. Client authorizes IBM to collect, process, and use this information in accordance with the terms of this Terms of Use.

6.8.2 Informed Consent from Data Subjects

Use of the IBM SaaS may implicate various laws and regulations. The IBM SaaS may be used only for lawful purposes and in a lawful manner. Client agrees to use the IBM SaaS pursuant to, and assume all responsibility for complying with, applicable laws, regulations and policies.

Client agrees that it has obtained or will obtain any fully informed consents, permissions, or licenses necessary to enable lawful use of the IBM SaaS and to permit collection and processing of the information by IBM as your data processor through the IBM SaaS. Client hereby authorizes IBM to obtain fully informed consents necessary to enable lawful use of the IBM SaaS and to collect and process the information as described in the end user license agreement available at <http://www.ibm.com/software/sla/sladb.nsf/>.

6.9 Data Retention

IBM will delete any collected information, which may include Personal Information, following termination of this Terms of Use, except for that which is required to be retained for the purposes set forth above, or by applicable law, rule or regulation. In such case, IBM will retain the collected information for the duration required by such purpose, applicable law, rule or regulation.

6.10 Security Data

As part of the IBM SaaS, that includes reporting activities, IBM will prepare and maintain de-identified and/or aggregate information collected from the IBM SaaS ("Security Data"). The Security Data will not identify the Client, or an individual except as provided in (d) below. Client herein additionally agrees that IBM may use and/or copy the Security Data only for the following purposes:

- a. publishing and/or distributing the Security Data (e.g., in compilations and/or analyses related to cyber security),
- b. developing or enhancing products or services,
- c. conducting research internally or with third parties, and
- d. lawful sharing of confirmed third party perpetrator information.

Appendix A

MaaS360 is an easy-to-use cloud platform with all of the essential functionality for end-to-end management of today's mobile devices utilizing the iOS, Android, Windows and Blackberry operating systems. Following is a short description of the IBM SaaS offerings:

1. **IBM MaaS360 Mobile Device Management (SaaS)**

The core mobility device management (MDM) features includes device enrollment, configuration, security policy management and device actions, such as send message, locate, lock, and wipe. The Advanced MDM features include automated compliance rules, bring your own device (BYOD) privacy settings, and Mobility Intelligence dashboards and reporting.

2. **IBM MaaS360 Mobile Application Management (SaaS)**

MaaS360 Mobile Application Management provides the ability to add applications and distribute them to supported devices managed by MaaS360. This includes MaaS360 App Catalog, an on-device application for users to view, install, and be alerted to updated, managed applications.

3. **IBM MaaS360 Mobile Application Security (SaaS)**

MaaS360 Mobile Application Security provides additional data protection for enterprise applications that use the WorkPlace SDK during development, or for iOS apps upload the application (.ipa), provisioning profile, and signing certificate to be automatically integrated. Mobile Application Security integrates the app with the Productivity Suite. This enables single sign on, Intranet access through the Mobile Enterprise Gateway, and enforcement of data security settings.

4. **IBM MaaS360 Gateway for Apps (SaaS)**

MaaS360 Gateway for Apps provides users outside the enterprise network seamless access to internal application resources without requiring a full-device, VPN connection.

5. **IBM MaaS360 Mobile Content Management (SaaS)**

MaaS360 Mobile Content Management allows the administrator to add and distribute documents to the supported devices that are managed by IBM MaaS360 Mobile Device Management. Includes IBM MaaS360 Doc Catalogue, an on-device, password-protected container that provides a safe and simple way for users to access, view, and share documents. It includes seamless access to distributed content and repositories such as SharePoint, Box, and Google Drive. Access to private SharePoint and Windows files shares are available with the MaaS360 Gateway for Documents. Documents managed through MaaS360 can be version controlled, audited, and protected through data loss prevention (DLP) policy options, such as require authentication, restrict copy-paste functionality, and block from being opened or shared in other applications.

6. **IBM MaaS360 Mobile Document Sync (SaaS)**

MaaS360 Mobile Document Sync provides users with the ability to synchronize user content across managed mobile devices. Administrators can ensure that policies, such as restricting cut-copy-paste, and blocking content from being opened or shared in other apps or are in place for user content across devices. Content is stored in a protected fashion both in the cloud and on the device, and accessed only through the MaaS360 Doc Catalogue.

7. **IBM MaaS360 Mobile Document Editor (SaaS)**

MaaS360 Mobile Document Editor is a powerful office suite that allows users to work with business documents while on the go. MaaS360 Mobile Document Editor enables to:

- Create and edit .DOC, .PPT, and .XLS files
- Presentation mode for slides
- Easily work with email attachments and other files from MaaS360 for iOS

8. **IBM MaaS360 Gateway for Documents (SaaS)**

With MaaS360 Gateway for Documents, organizations can use MaaS360 Mobile Content Management to additionally offer devices outside the enterprise network seamless access to internal Connections sites,

SharePoint sites, Windows File Shares and other file stores without requiring a full device VPN connection. Use of MaaS360 Gateway for Documents requires also purchasing MaaS360 Mobile Content Management. Supports iOS 5.0 and Android 4.0 or above.

9. IBM MaaS360 Email Management (SaaS)

MaaS360 Email Management includes key features in support of Microsoft Exchange ActiveSync and Lotus Traveler.

- Exchange ActiveSync: Provides support for mobile devices connecting to Microsoft Exchange over the ActiveSync protocol. Features include core mobile device management functions, such as the ability to configure devices, create; enforce ActiveSync policies (passcode, block, or allow access to email); and take device actions, such as lock and wipe, and detailed report on device attributes.
- Lotus Traveler: Provides support for mobile devices that connect to IBM Lotus Notes® over the Lotus Traveler protocol. Features include the ability to configure devices, block or allow devices, enforce passcode policies, wipe devices, and develop detailed report on device attributes.

10. IBM MaaS360 Secure Mobile Browser (SaaS)

MaaS360 Secure Mobile Browser is a full-featured web browser to enable access to corporate intranet sites and enforce compliance of content policies by defining website filtering and security policies to ensure that users only access approved web content that is based on a number of content categories, such as social networking, explicit, or malware sites. Includes the ability to disable native and third-party web browsers either through application policy or blacklisting when combined with MaaS360 Mobile Device Management. It allows whitelist exceptions to websites, restrict cookies; copy, paste, and print features; and enable Kiosk mode.

11. IBM MaaS360 Gateway for Browser (SaaS)

MaaS360 Gateway for Browser allows supported devices to access approved internal web sites without requiring a full-device level, VPN connection.

12. IBM MaaS360 for BlackBerry (SaaS)

Provides support for BlackBerry Enterprise Server (BES) connected mobile devices by utilizing BlackBerry APIs. Features include remote actions such as send a message, reset passcode, assign BES policy and wipe, as well as detailed reporting on device attributes. Installation of MaaS360 Cloud Extender is required. Available only for devices viewed or managed with MaaS360 through BES 5.0.

13. IBM MaaS360 Mobile Expense Management (SaaS)

MaaS360 Mobile Expense Management allows the administrator to create data usage policies and assign them to supported devices that are managed by MaaS360, and assign these policies at a device, group, or global level and configure alert thresholds and messaging for both in network and roaming data usage.

14. IBM MaaS360 Management Suite (SaaS)

Suite/Bundle of products including MaaS360 Mobile Device Management, MaaS360 Mobile Application Management, MaaS360 Mobile Content Management, and MaaS360 Mobile Expense Management.

15. IBM MaaS360 Productivity Suite (SaaS)

Suite/Bundle of products including MaaS360 Secure Mobile Mail, MaaS360 Mobile Application Management, MaaS360 Mobile Application Security, MaaS360 Mobile Content Management, and MaaS360 Secure Mobile Browser.

16. IBM MaaS360 Secure Mobile Mail (SaaS)

MaaS360 Secure Mobile Mail provides a separate and protected office productivity application for users to access and manage email, calendar, and contacts with the ability to control emails and attachments to prevent data leakage by restricting the ability to forward or move content to other applications, to enforce authentication, restrict cut-copy-paste, and lock down email attachments for view only.

17. IBM MaaS360 Gateway Suite (SaaS)

MaaS360 Gateway Suite allows supported apps on iOS and Android to seamless communicate back to resources on the company's internal network.

18. IBM MaaS360 Content Suite (SaaS)

Suite/Bundle of products including MaaS360 Mobile Content Management, MaaS360 Mobile Document Editor, and MaaS360 Mobile Document Sync.

19. IBM MaaS360 Mobile Threat Management (SaaS)

MaaS360 Mobile Threat Management provides enhanced mobile security with mobile malware detection and advanced jailbreak/root detection. With MaaS360 Mobile Threat Management, Client will be able to set and manage compliance policies around detected malware and other security vulnerabilities.

20. IBM MaaS360 Content Service (SaaS)

MaaS360 Content Service (SaaS) provides users with the ability to upload application packages and documents to MaaS360 Content Distribution system.

Clients with MaaS360 Content Service will also need to purchase at least one entitlement of both MaaS360 Content Service Storage (SaaS) and MaaS360 Content Service Bandwidth (SaaS).

21. IBM MaaS360 Content Service Storage (SaaS)

MaaS360 Content Service Storage (SaaS) provides users the ability to purchase a total amount of data storage available for use with the MaaS360 Content Service (SaaS)

22. IBM MaaS360 Content Service Bandwidth (SaaS)

MaaS360 Content Service Bandwidth (SaaS) provides users the ability to purchase the total amount of bandwidth available for use with the MaaS360 Content Service (SaaS)

23. IBM MaaS360 Professional (SaaS)

Provides small and medium-sized businesses with a fast and simple way to remotely configure smartphones and tablets, enforce security policies, push apps and docs, and protect the data on corporate and personal devices. You can gain access to the right mobility management capabilities for your business quickly, easily, and affordably.

24. IBM MaaS360 Laptop Management (SaaS)

Provides Client the ability to enroll, configure, manage, and report on OS X and Windows PC based devices alongside smartphones and tablets. Organizations can maintain consistent security policies and profiles across both corporate and employee-owned devices within the same MaaS360 management console.

24.1 Windows

MaaS360 Laptop Management (SaaS) for Windows-based PCs provides over-the-air enrollment and inventory management reporting on hardware, operating system, and software information. The endpoint security reporting module provides interactive reporting and data analysis for Client provided applications such as anti-virus, backup/recovery, data encryption and personal firewall as well as missing operating system patches. The data protection module provides interactive reporting and analysis for security services, including data encryption, data leak prevention, and backup/recovery, and other integrated applications. Supports Windows XP SP3, Windows Vista, Windows 7, Windows 8+, and Windows 8+ Pro (including 32-bit and 64-bit where applicable).

Device actions include:

- Send message to the device
- Lock the device
- Locate Device (Requires MaaS360 Laptop Location)
- Stop/Start/Restart Services
- Shutdown/Reboot
- Wipe the hard drive
- Configure patch settings
- Distribute software

24.2 Mac OS X

MaaS360 Laptop Management (SaaS) for Mac OS X provides over the air enrollment and inventory management reporting on hardware, operating system, and software information. The endpoint security reporting module provides interactive reporting and data analysis for Client provided applications such as anti-virus, backup/recovery, data encryption and personal firewall as well as missing operating system patches. The data protection module provides interactive reporting and analysis for data security services, including data encryption. The configuration management module provides remote management of a number of device and user settings, including: password, email, VPN, and Wi-Fi. Supports Mac OS X version 10.7.3 or higher.

Device actions include:

- Lock the device
- Wipe the hard drive
- Change device policy

25. IBM MaaS360 Laptop Location (SaaS)

MaaS360 Laptop Location (SaaS) enabled the ability to locate supported laptops and tablets. MaaS360 reports the location of the Wi-Fi or IP address coordinates and translates this data into an easily recognizable address. When a device is online, its current location can be retrieved. MaaS360 stores reported locations over time, so location history is available for review. Requires IBM MaaS360 Laptop Management (SaaS) for Windows. Supports Windows XP SP3, Windows Vista, Windows 7, Windows 8+, and Windows 8+ Pro (including 32-bit and 64-bit where applicable).

26. IBM MaaS360 Laptop Lifecycle Management (SaaS)

Provides the capabilities of the MaaS360 Laptop Management (SaaS) offering and adds the following capabilities:

- Allows you to upload packages to the MaaS360 Content Service (SaaS) platform and schedule distribution of payload to devices, which are managed by the MaaS360 Laptop Management (SaaS) service for Microsoft Windows. You control all aspects of distribution, including installation instructions and targeting at a device, group, or global level. You are responsible for all packaging and installation file creation. IBM does not provide installation package creation support.

27. IBM MaaS360 Laptop Security (SaaS)

Provides organizations the ability to maintain consistent security policies and profiles across both corporate and employee-owned devices within the same management console.

28. IBM MaaS360 Advanced Mobile Management Suite Prime (SaaS)

The core mobility device management (MDM) features includes device enrollment, configuration, security policy management and device actions, such as send message, locate, lock, and wipe. The Advanced MDM features include automated compliance rules, bring your own device (BYOD) privacy settings, and Mobility Intelligence dashboards and reporting.

29. IBM MaaS360 Secure Productivity Suite Prime (SaaS)

Provides the ability to access email, store, distribute and manage applications and provide access to intranet site using the Secure Browser.

30. IBM MaaS360 Secure Document Sharing Suite Prime (SaaS)

Provides the ability to remotely manage and configure smartphones and tablets, enforce security policies, distribute data, report on Wi-Fi usage which can be used to track data usage and expenses along with content storage and distribution for applications and documents.

31. IBM MaaS360 Professional Bundle Prime (SaaS)

Provides small and medium-sized businesses with a way to remotely configure smartphones and tablets, enforce security policies, push apps and docs, and protect the data on corporate and personal devices.

32. IBM MaaS360 Educational Bundle Prime (SaaS)

Provides educational organizations the ability to remotely manage and configure smartphones and tablets, enforce security policies distribute data, along with content storage and distribution for applications and management of applications.

33. IBM MaaS360 Advanced Laptop Management Prime (SaaS)

Provides organizations the ability to manage, update, locate and distribute software to laptops providing consistent security policies across all laptop/desktops reporting into the MaaS360 management console.



Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS as specified in a PoE. The SLA is not a warranty and does not apply to Enabling Software. The SLA is available only to Client and applies only to use in production environments.

1. Availability Credits

The 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.

2. Service Levels

Availability of the IBM SaaS during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 99.8%	2%
Less than 98.8%	5%
Less than 95.0%	10%

* If the IBM SaaS was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the IBM SaaS in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

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 a contracted month.

Example: 425 minutes total Downtime during contracted month

43,200 total minutes in a 30 day Contracted Month - 425 minutes Downtime = 42,775 minutes <hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	= 2% Availability Credit for 99.0% availability during the contracted month
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