



# IBM Terms of Use – SaaS Specific Offering Terms

## IBM Watson Data Platform Plan

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/slabn/sla/tou-gen-terms/](http://www.ibm.com/software/sla/slabn/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.

IBM Bluemix, IBM’s open standards cloud platform for building, running, and managing apps and services, is a technical pre-requisite for the IBM SaaS. New users can register for access via the online registration form: <https://console.ng.bluemix.net/registration>.

### 1. IBM SaaS

The following IBM SaaS offerings are covered by these SaaS Specific Offering Terms:

- IBM Watson Data Platform Plan Standard
- IBM Watson Data Platform Plan Standard Add-On

### 2. Charge Metrics

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

- 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 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.

### 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.

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

Technical support for the IBM SaaS is provided via online forums and an online problem reporting system. IBM will make available the IBM Software as a Service Support Handbook which provides technical support contact information and other information and processes. Technical support is offered with the IBM SaaS and is not available as a separate offering.

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
1	<b>Critical business impact/service down:</b> Business critical functionality is inoperable or critical interface has failed. This	Within 1 hour	24x7

	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.		
2	<b>Significant business impact:</b> 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	<b>Minor business impact:</b> 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	<b>Minimal business impact:</b> An inquiry or non-technical request.	Within 1 business day	M-F business hours

## 6. IBM SaaS Offering Additional Terms

### 6.1 Cookies

Client is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Client (your employees and contractors) related to the use of the IBM SaaS, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our IBM SaaS for the purpose of improving user experience and/or tailoring interactions with Client. Client confirms that it will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client's employees and contractors to access, update, correct or delete their collected personal information.

### 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.

### 6.3 Personal Information and Regulated Data

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

### 6.4 Provisioning and Configuration Modification

If Client has not provided IBM with the required provisioning information within 60 days of the purchase date, IBM will use default technical data and Client profile information to configure the IBM SaaS for immediate access. IBM will notify Client with provisioning details and Client's PoE will specify the term start date.

The IBM SaaS deployed configuration may be changed once per 30 calendar days upon Client's written request and will be provisioned by IBM within 12 calendar days.

### 6.5 Use of Compiled Data

IBM may monitor Client's use of the IBM SaaS, for the purpose of IBM's internal research, testing and development of improvements or enhancements to the IBM SaaS or for the development of new services or to provide Client additional services that provide a more tailored and meaningful experience for users. In doing so, IBM may compile and analyze, in aggregated and anonymized format, summary information reflecting the use of the IBM SaaS by Client's authorized users, and may prepare reports, studies, analysis and other work product resulting from this compilation and analysis (collectively the "Compiled Data"). IBM retains ownership rights in and to the Compiled Data.

### 6.6 Terms Applicable to IBM SaaS for AWS

If Client deploys a service that is specified as "for AWS", the following terms apply:

The IBM SaaS application layer and Client's data and content are hosted on a third party cloud services infrastructure and platform not managed by IBM. The IBM SaaS infrastructure, certain aspects of the IBM SaaS platform, and related services, including: data center, servers, storage and network; application and data backup; firewall and threat detection; and APIs for application deployment, monitoring and operation (collectively, the "Third Party Cloud Platform Services") are hosted and managed by the third party provider. Accordingly, notwithstanding anything in this ToU, the General Terms or the Agreement:

- a. Obligations of IBM relating to data security and data protection in this ToU, the General Terms and Agreement, and descriptions of IBM's data security and data protection practices in the Data Security and Privacy Principles: IBM Cloud Services publication, do not apply to the Third Party Cloud Platform Services or to the IBM SaaS to the extent dependent on the Third Party Cloud Platform Services. The IBM SaaS may not be used for the transmission, storage or processing of any Protected Health Information or of any personal data of individuals residing in the European Union.
- b. If the provider of the Third Party Cloud Platform Services notifies IBM that it has withdrawn or terminated its services or IBM's or Client's access to such services, IBM may terminate the IBM SaaS immediately upon the effective date of such termination by the third party provider by providing notice of termination to Client.
- c. IBM makes no warranties or conditions, express or implied, and IBM will have no liability to Client, regarding the Third Party Cloud Platform Services or to the IBM SaaS to the extent dependent on the Third Party Cloud Platform Services.
- d. Client agrees to indemnify, defend and hold IBM harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to claims against IBM by the Third Party Cloud Platform Services provider) concerning: (a) Client's use of the IBM SaaS; (b) breach of this TOU, the General Terms or the Agreement, or violation of applicable law by Client; (c) Client's content or the combination of Client's content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Client's content or by the use, development, design, production, advertising or marketing of Client's content; or (d) a dispute between IBM and Client.

## Appendix A

### 1. IBM SaaS Description

#### 1.1 IBM Watson Data Platform Plan Standard

Client may deploy any combination of the listed services up to the monetary value of Client's IBM SaaS entitlement(s).

IBM Watson Data Platform Plan provides Client access to the data and analytics services listed below.

- a. **IBM Analytics for Apache Spark** - An Apache Spark service with built-in machine learning, an integrated notebook service and connectors for common data sources
  - IBM Analytics for Apache Spark Reserved Enterprise
- b. **IBM BigInsights on Cloud** - An Apache Hadoop development platform as a service
  - IBM Open Platform with Apache Spark and Apache Hadoop on Cloud Small Data Node
  - IBM Open Platform with Apache Spark and Apache Hadoop on Cloud Medium Data Node
  - IBM Open Platform with Apache Spark and Apache Hadoop on Cloud Large Data Node
  - IBM Open Platform with Apache Spark and Apache Hadoop on Cloud Small Management Node
  - IBM Open Platform with Apache Spark and Apache Hadoop on Cloud Medium Management Node
  - IBM Open Platform with Apache Spark and Apache Hadoop on Cloud Large Management Node
  - IBM BigInsights on Cloud
- c. **IBM Bluemix Lift** – Quickly, securely and reliably migrate database from on-premises data center to an IBM Bluemix cloud data property
  - IBM Bluemix Lift Subscription One data Target Unlimited Inbound Data
- d. **IBM Cloudant** - A NoSQL database platform built for the cloud
  - IBM Cloudant Dedicated SMB Node
  - IBM Cloudant Bare Metal Node
  - IBM Cloudant Virtual Machine Node
  - IBM Cloudant Dedicated i2 Virtualized Node
- e. **IBM Compose** - Run web and mobile apps on fully managed, hand-picked open source databases with an integrated database-as-a-platform service
  - IBM Compose Enterprise Transactional for Softlayer
  - IBM Compose Enterprise Large Transactional for Softlayer
  - IBM Compose Enterprise Transactional for AWS
  - IBM Compose Enterprise Large Transactional for AWS
- f. **IBM dashDB for Analytics** - A cloud data warehouse, purpose-built for analytics
  - IBM dashDB for Analytics SMP Small
  - IBM dashDB for Analytics SMP Medium
  - IBM dashDB for Analytics MPP Small
  - IBM dashDB for Analytics MPP Small for AWS
- g. **IBM dashDB Enterprise for Transactions SaaS** - Fully managed SQL cloud database service, optimized for general purpose, web apps, and transactional workloads

- IBM dashDB Enterprise for Transactions SaaS 2.8.500
- IBM dashDB Enterprise for Transactions SaaS 12.128.1400
- h. **IBM Data Science Experience** - Integrated development environment offering a suite of tools and capabilities that enable data scientists to accelerate their productivity.
  - IBM Data Science Experience Enterprise
  - IBM Data Science Experience Enterprise Additional
- i. **IBM Bluemix Data Connect** - Self-service data preparation and data movement service for developers and IT architects.
  - IBM Bluemix Data Connect Personal
  - IBM Bluemix Data Connect Professional
  - IBM Bluemix Data Connect Enterprise
- j. **IBM Streaming Analytics** - Ingest, analyze, monitor, and correlate data as it arrives from real-time data sources.
  - IBM Streaming Analytics Standard Plan

### 1.1.2 **IBM DataFirst Watson Data Platform Plan Advisory Workshop**

IBM DataFirst Watson Data Platform Plan Advisory Workshop is included with the IBM SaaS. The workshop will include service overviews, a review of timing, milestones, dates, customer resource commitments, finalization of use cases, scoping of data migration and ongoing data source requirements, the completion of sizing, scoping requirements, provisioning forms and a playback and confirmation by the Client of the overall provisioning of the IBM SaaS. Client will be required to provide IBM all required provisioning forms prior to the completion of the workshop.

The workshop may include a combination of on-site activities at Client's facility and remotely delivered activities, all of which not to exceed more than 40 hours total. The workshop expires 60 days from the date of the purchase of entitlement(s) for this offering regardless of whether all hours have been used.

#### **Client's Responsibilities for on-site activities**

IBM's performance is dependent upon Client's management and fulfillment of its responsibilities as specified below, at no charge to IBM. Any delay in performance of these responsibilities may impact IBM's ability to provision the IBM SaaS. Client will:

- a. provide IBM with the address and room details of the Client's facility where workshop will take place;
- b. providing a suitable meeting room for the number of attendees, including an adequate number of power sockets, an overhead projector and whiteboard and/or flipchart and connectivity to necessary systems and environments, including Internet connectivity if required.
- c. If applicable, provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for IBM's personnel while working at Client's location;
- d. be responsible for the secure storage of all IBM-owned hardware and software while on Client's premises and ensure all rooms containing IBM equipment are locked at all times.

## 2. **Optional Entitlement**

### 2.1 **IBM Watson Data Platform Plan Standard Add-On**

Client may purchase a subscription to IBM Watson Data Platform Plan Standard Add-On which provides the ability to deploy more of the data and analytics services listed in section 1.

## 3. **Offering Specific Terms**

The following sections outline any terms associated with each of the individual offerings available as part of the IBM SaaS. In the event of conflict with the ToU, the below terms apply. For the purposes of the subsections below, references to IBM SaaS refer to the individual offering, not the IBM Watson Data Platform Plan.

### 3.1 **IBM Analytics for Apache Spark**

IBM Analytics for Apache Spark provides a managed Spark environment accessible on-demand. With this service, Clients get access to Apache Spark's next-generation capabilities. Users can start with a small

amount of capacity for experimentation, increase capacity for development and then scale to production, all within the same environment. The service is immediately ready for analysis, skipping setup hurdles thus providing a quick start to Client's Spark efforts.

The IBM SaaS defines a certain amount of capacity in the form of a fixed quantity of Spark Executors. Each Executor is allocated a slice of computing resources by the Spark cluster, with maximum specifications of 12.5GB of memory and 1 physical CPU core (or equivalent) of processor. Capacity can be increased by adding multiple instances of the IBM SaaS.

The IBM Analytics for Apache Spark Reserved Enterprise offering includes a maximum of 30 Spark Executors.

### 3.1.1 Security Information

#### a. Privacy Shield

This IBM SaaS is included in IBM's Privacy Shield certification and applies when Client chooses to have the IBM SaaS hosted in a data center located in the United States, and is subject to IBM's Privacy Shield Policy, available at: [http://www.ibm.com/privacy/details/us/en/privacy\\_shield.html](http://www.ibm.com/privacy/details/us/en/privacy_shield.html).

### 3.2 IBM BigInsights on Cloud

IBM BigInsights on Cloud provides pre-installed bare metal servers with IBM Open Platform and optional modules, ready to use. The base offering includes the following infrastructure features:

- Hardware servers,
- Networking infrastructure
- Internet facing firewall
- An operating system
- An LDAP server
- Metadata DB
- Hadoop Key Management Store

IBM SaaS is based on open source packages from IBM Open Platform with Apache Spark and Apache Hadoop.

- a. IBM BigInsights on Cloud provides data nodes, management node configurations. Management and data nodes are required for every cluster. Data nodes will hold data to be analyzed and run the programs developed by the Client to analyze the data. The data (with the exception of any data IBM may, but is not committed to, provide, as part of the IBM SaaS in the future and permitted software, programs and applications (see the Section entitled "Client Obligations" below) will be provided by Client.
- b. Management nodes are comprised of services (like NameNode, Job Tracker, Management console, HBase Master etc), which help in managing and monitoring service on all the data nodes (like datanode, Hbase region, task tracker etc.).

IBM BigInsights on Cloud is offered based on the configuration that best meets the Client's needs. The available configurations of the nodes are:

Offering Type	Small Configuration	Medium Configuration	Large Configuration
<b>Data Node</b>	<ul style="list-style-type: none"> <li>• 2 x 10 cores 2650 v3 Sandy bridge</li> <li>• 64 GB RAM</li> <li>• 16 TB (OS disks)</li> <li>• 20 TB (internal storage disks)</li> </ul>	<ul style="list-style-type: none"> <li>• 2 x 10 cores 2650 v3 Sandy bridge</li> <li>• 128 GB RAM</li> <li>• 16 TB (OS disks)</li> <li>• 28 TB (internal storage disks)</li> </ul>	<ul style="list-style-type: none"> <li>• 2 x 12 cores 2690 v3 Sandy bridge</li> <li>• 256 GB RAM</li> <li>• 16 TB (OS disks)</li> <li>• 32 TB (internal storage disks)</li> </ul>
<b>Management Node</b>	<ul style="list-style-type: none"> <li>• 2 x 10 cores 2650 v3 Sandy bridge</li> <li>• 64 GB RAM</li> <li>• 16 TB (OS disks)</li> </ul>	<ul style="list-style-type: none"> <li>• 2 x 10 cores 2650 v3 Sandy bridge</li> <li>• 128 GB RAM</li> <li>• 16 TB (OS disks)</li> </ul>	<ul style="list-style-type: none"> <li>• 2 x 12 cores 2690 v3 Sandy bridge</li> <li>• 256 GB RAM</li> <li>• 16 TB (OS disks)</li> </ul>

### IBM BigInsights on Cloud

This offering includes the following features:

- Big R
- Machine Learning
- Text Analytics
- Big SQL
- BigSheets

### 3.2.2 Security Information

#### a. Privacy Shield

This IBM SaaS is included in IBM's Privacy Shield certification and applies when Client chooses to have the IBM SaaS hosted in a data center located in the United States, and is subject to IBM's Privacy Shield Privacy Policy, available at

[http://www.ibm.com/privacy/details/us/en/privacy\\_shield.html](http://www.ibm.com/privacy/details/us/en/privacy_shield.html).

### 3.2.3 Twitter Data

#### a. Definitions

"Analysis Report" means the results or output created by Client's applications on the IBM SaaS from the process of analyzing and deriving information from the Twitter Content. Such results may not contain Twitter Content, but may contain content that is duplicative to that in the Twitter Content, such as search terms and references to the subject matter of the Tweets.

"Tweet ID" means the unique identification number generated by Twitter for each Tweet.

"Tweets" means a public posting with a text body of no more than 140 characters made by any end user of the Twitter service "Twitter Content" means Tweets and Tweet IDs, Twitter end user public profile information, and any derivative works thereof.

#### b. Access and Use of Twitter Content

The IBM SaaS provides a means for Client to select and access Twitter Content for Client's use solely within the IBM SaaS. Twitter Content is neither owned nor controlled by IBM. Twitter Content may include materials that are illegal, inaccurate, misleading, indecent, or otherwise objectionable. IBM or its suppliers have no obligation to review, filter, verify, edit or remove any Twitter Content. However, IBM or its suppliers may, at their sole discretion, do so. Client agrees, upon IBM's request, to promptly delete or modify any Tweet that may be stored on the IBM SaaS

#### c. Volume of Twitter Data

If Client has acquired entitlements to an IBM SaaS configuration that includes a minimum of fifteen (15) nodes as part of the IBM SaaS, then Client may be given access to Twitter Content.

#### d. Restrictions on Twitter Content

Client shall not:

- Use Twitter Content in violation of any applicable law including but not limited to privacy laws or for any unauthorized or improper purposes.
- Download or remove Twitter Content from the IBM SaaS. However, Analysis Reports may be downloaded or removed from the IBM SaaS.
- Make available to any third party any Twitter Content included in the IBM SaaS.
- Use the Twitter Content for any other purpose except for the limited purpose allowed for in the IBM SaaS.
- Aggregate, cache, or store location data or geographic information contained in the Twitter Content separately from the Tweet to which it is associated, or use the location data or geographic data included in the Twitter Content for any reason except to identify the location tagged in the Tweet.
- Comingle Twitter Content with other data, unless the Twitter Content will always be clearly attributable to Twitter.
- Use Twitter Content provided as part of the IBM SaaS to perform analysis on a small group of individuals or a single individual for any unlawful or discriminatory purpose.
- Display the Twitter Content that Client receives access to as a part of IBM SaaS.

- Use the Twitter Content or analysis therefrom in the IBM SaaS as part of an advertising network.
  - Use the Twitter Content for the purpose of performing analysis that is a regularly-produced, time-based series of measurements made using the same, or similar, methodologies for the purpose of comparing television program performance over time, or against a defined set or subset of other television programs.
  - Use any aggregate Twitter user metrics, such as number of users or accounts, obtained while accessing and using the Twitter Content as part of the IBM SaaS for any purpose.
- e. **Termination by IBM**
- Client's access and use of the Twitter Content shall cease upon termination of the IBM SaaS. Notwithstanding the foregoing, in addition to the rights of suspension and termination in the Agreement, IBM may cease providing access to the Twitter Content at any time without notice and without the obligation to provide Client a refund, credit, or other compensation.
- f. **Warranty and Indemnification Disclaimer for Twitter Content**
- NOTWITHSTANDING THE WARRANTY SET FORTH IN THE AGREEMENT, THE TWITTER CONTENT IS PROVIDED SOLELY "AS IS", "AS AVAILABLE" WITH ALL FAULTS, AND CLIENT'S USE OF THE TWITTER CONTENT IS AT ITS SOLE RISK. IBM DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THE TWITTER CONTENT. IBM DOES NOT WARRANT THAT THE ACCESS TO THE TWITTER CONTENT WILL BE UNINTERRUPTED, OR ERROR-FREE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CLIENT MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS SUCH LAW PROVIDES OTHERWISE). ANY OBLIGATION FOR IBM TO INDEMNIFY CLIENT UNDER THE AGREEMENT DOES NOT APPLY IN ANY WAY TO CLIENT'S ACCESS AND USE OF THE TWITTER CONTENT.
- g. **United States Government Use**
- The Twitter Content is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the Twitter Content by any government entity is prohibited, except as expressly permitted by the terms of this ToU. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. If Client uses the Twitter Content in Client's official capacity as an employee or representative of a U.S., state or local government entity and Client is legally unable to accept the jurisdiction, venue or other clauses here in, then those clauses do not apply to such entity, but only to the extent as required by applicable law. Contractor/manufacturer is Twitter, Inc. 1355 Market Street, Suite 900, San Francisco, California 94103

### 3.2.4 Client Obligations

Client is responsible for:

- following IBM's initial configuring of the IBM Open Platform components and any BigInsights modules selected, monitoring, configuring and managing the IBM Open Platform components which run under Ambari as well as the BigInsights modules. Examples of these components and software include, but are not limited to, HBase, Hive, Zookeeper, Oozie, BigSQL, BigSheets, Big R etc. Client has flexibility to choose which components to run, but is therefore responsible for monitoring and stopping or starting those components.
- limiting access to members of their organization to the IBM SaaS by sharing the URL, username and password available after the IBM SaaS cluster is provisioned and also granting and revoking access (through entries in LDAP)



- developing, as necessary or required, programs and applications on the service to analyze data and obtain insights from it. Client is also responsible for the quality and performance of such programs or applications developed.
- use and maintenance of any permissible software or data that is added by or on behalf of Client to the cluster. IBM may provide assistance, but will not maintain, move or remove Client added permissible software and data that fills a partition or affects the functioning of the service.
- Using the Hadoop data encryption feature available on the SaaS to encrypt data as per business requirements.
- Checking the following link periodically to be informed about a scheduled non-disruptive or disruptive downtime - <https://developer.ibm.com/bluemix/support/#status>
- backing up all data, metadata, configuration files and environment parameters as per business requirements so as to ensure continuity
- restoring data, metadata, configuration files and environment parameters from any backup to ensure continuity, in an eventuality of cluster failure of any type including but not limited to data center or pod failure, server failure or hard disk failure or software failures.
- ensuring continuity, compatibility and performance of the IBM SaaS platform after installing permissible software (including any open source packages), or upgrading IBM Open Platform components or BigInsights software.

Client may:

- only install and run software on the IBM SaaS which is required to perform or support analysis of data through the pre-installed IBM Open Platform or BigInsights software. Client is prohibited from installing or using any other software of any kind on the IBM SaaS.
- install additional open source packages for use with the IBM SaaS on the nodes. IBM is not obligated to support these packages and is not responsible for impacts to the performance of the IBM SaaS due to any such additional packages. If Client installed software is determined by IBM to compromise security or security compliance guidelines of the infrastructure, server or environment, it may be disabled or removed by IBM.

### 3.2.5 IBM Operational Responsibilities

As part of the IBM SaaS, IBM will:

- provide and manage servers, storage and networking infrastructure for the cluster.
- provide an initial configuration of the IBM Open Platform components and any BigInsights modules selected
- provide and manage an internet facing and internal firewall for protection and isolation.
- monitor and manage the following components on the IBM SaaS:
  - Network components
  - Servers and their local storage
  - Operating System
  - Hadoop Key Management Store
  - LDAP on the Hadoop cluster
  - Ambari cluster manager
- provide maintenance patches, including appropriate security patches for the operating system, the IBM Open Platform, and any BigInsights modules selected (but not for any software or components separately added by the Client).

Regular maintenance that should not require any system downtime (“non-disruptive” maintenance) and maintenance that may require some system downtime and restarting (“disruptive” maintenance”), will be performed at the scheduled times published at <https://developer.ibm.com/bluemix/support/#status>. Any changes to the scheduled maintenance times will be posted with at least 24 hours advance notice. Client will be notified of additional scheduled downtimes at least 24 hours in advance.

### 3.2.6 Enabling Software

The following IBM software entitlements are included as enabling software under the terms of their applicable IBM program licenses, in addition to the limitations below:

#### InfoSphere DataStage

- Entitlement: 280 PVUs (as defined in the License Information document for InfoSphere DataStage)
- Use Restriction: Client may only use InfoSphere DataStage to populate data into the IBM SaaS.

#### InfoSphere DataStage and QualityStage Designer

- Entitlement: 2 Concurrent Users (as defined in the License Information document for InfoSphere DataStage and QualityStage Designer)
- Use Restriction: Client may only use InfoSphere DataStage and QualityStage Designer to populate data into the IBM SaaS.

### 3.2.7 Encryption

The primary method of encryption of user data is through the native HDFS encryption available in Hadoop. Client is responsible for identifying the data to be encrypted and executing the required steps to ensure that the data is encrypted.

### 3.2.8 Personal Information and Regulated Data

The IBM SaaS may not be used for the transmission or storage of any Protected Health Information (PHI) protected under the Health Information Portability and Accountability Act of 1996 (HIPAA) unless (a) IBM and Client have entered into an applicable Business Associate Agreement, and (b) IBM provides Client with express written confirmation that the IBM SaaS can be used with PHI. In no event shall the IBM SaaS be used for processing PHI as a health care clearinghouse within the meaning of HIPAA.

## 3.3 IBM Bluemix Lift

IBM Bluemix Lift is a cloud based database service which allows Client to migrate its database from a private, on-premises data center to a cloud data property.

### 3.3.1 IBM Bluemix Lift One Data Target Unlimited Inbound Data

The IBM SaaS supports an unlimited amount of data transmitted inbound to an IBM cloud data offering target. Each Instance of the IBM SaaS may only be used with a single cloud database target instance or single massively parallel processing (MPP) target database cluster. Client may not use a single IBM SaaS Instance with more than one database target instance or target cluster. Additionally, the IBM SaaS only operates in conjunction with IBM cloud database offerings.

### 3.3.2 Enabling Software

This IBM SaaS includes the following enabling software:

- IBM Secure Gateway for Bluemix
- IBM Bluemix Lift Slingshot

### 1.1.1 Security Information

#### a. Privacy Shield

This IBM SaaS is included in IBM's Privacy Shield certification and applies when Client chooses to have the IBM SaaS hosted in a data center located in the United States, and is subject to IBM's Privacy Shield Privacy Policy, available at

[http://www.ibm.com/privacy/details/us/en/privacy\\_shield.html](http://www.ibm.com/privacy/details/us/en/privacy_shield.html).

## 3.4 IBM Compose

The IBM SaaS provides the Compose Data Platform as an IBM managed service hosted on Softlayer. An Instance consists of a dedicated 3-node cluster on which the Client can provision and operate any combination of the compose data services up to the capacity of the Instance including, but not limited to, the following:

- MongoDB
- Elasticsearch
- Redis
- PostgreSQL

- RethinkDB
- etcd
- RabbitMQ

Clients may also integrate the IBM SaaS with 3rd party services, including, but not limited to, the following:

- New Relic –The IBM SaaS utilizes MeetMe Inc’s agent to integrate with New Relic’s plugin API to allow in depth analytics and monitoring. This feature is available for MongoDB, Redis, PostgreSQL and Elastic Search. The Client is responsible for registering with New Relic directly.
- Syslog-NG: This feature forwards logs to an external log provider via Syslog-NG.

#### **3.4.1 IBM Compose Enterprise Transactional for Softlayer**

A 3 node cluster with each node as follows. Bare metal server with Intel Xeon E5-2690 8 Cores, 2.90 GHz, 16 vCPUs, 64GB RAM, 2x 960GB SSD in RAID1, Bonded 2x1Gbps Public and Private Network Uplinks.

#### **3.4.2 IBM Compose Enterprise Large Transactional for Softlayer**

A 3 node cluster with each node as follows. Bare metal server with Dual Intel Xeon E5-2690 v3, 12 Cores, 2.60 GHz, 256GB RAM, 2x 1TB SATA in RAID1 for OS, 4 TB RAID 10 SSD, Bonded 2x10Gbps Public and Private Network Uplinks.

#### **3.4.3 IBM Compose Enterprise Transactional for AWS**

A 3 node cluster with each node as follows. Virtual r3.2xlarge with Intel Xeon E5-2670 v2 (Ivy Bridge) Processors 8 vCPUs, 61GB RAM, 915GB GP SSD EBS.

#### **3.4.4 IBM Compose Enterprise Large Transactional for AWS**

A 3 node cluster with each node as follows. Virtual private server with r3.8xlarge Intel Xeon E5-2670 v2 (Ivy Bridge) Processors, 32 vCPUs, 244GB RAM, 3.66TB GP SSD.

#### **3.4.5 Service Capacity**

The capacity of an Instance depends on the type and number of service Deployments, where a Deployment is defined as an individual instance of a supported data service deployed to an Instance of the IBM SaaS. Each data service has a set ratio between allocated RAM, Disk and IOPs and the HA replication architecture is service dependent. MongoDB, Elasticsearch, PostgreSQL and RethinkDB have a ratio of .1GB RAM per 1GB of disk; Redis has a ratio of 256MB RAM per 256MB of disk; etcd and RabbitMQ have a ratio of 256MB RAM per 1GB of disk.

New service Deployments can be instantiated until 80% of the Instance RAM has been allocated to existing Deployments. At that point existing Deployments can continue to grow as long as RAM is available.

An interactive sizing tool is available to calculate capacity based on the number and type of databases deployed.

#### **3.4.6 Access to Public Pay As You Go Services**

Client will have access to the Compose.io Pay As You Go (PayGo) services from the IBM SaaS. These PayGo services are not included in the IBM SaaS and are governed by the Compose, Inc Terms of Service available at <https://help.compose.io/docs/terms-of-service/>. Any usage of PayGo services will be billed directly by Compose, Inc., an IBM Company.

### **3.5 IBM Cloudant Dedicated Cluster**

The following base features are included in each of the IBM SaaS offerings described below.

- Client receives access to IBM Cloudant Data Layer software, a JavaScript Object Notation (JSON) database. The software includes the ability to store and retrieve data via one (1) Cloudant RESTful API, access to client and mobile SDK libraries, built-in full-text indexing, multi-master replication, and real time analytics via MapReduce.
- For each Instance of the IBM SaaS, IBM will install and configure IBM Cloudant Data Layer software components on one (1) server. Each server will be located in a supported Infrastructure as a Service (IaaS) provider’s data center. Client can select the IaaS provider and the data center locations from a list defined by IBM.

- Client must acquire a minimum of three (3) Instances per cluster. IBM will configure the associated servers into one or more clusters. IBM, at its sole discretion, will configure one or more load balancers to control system workloads.

### 3.5.1 IBM Cloudant Bare Metal Node

In addition to the base features described above, the following applies to this IBM SaaS offering:

- For each Instance of the IBM SaaS, Client receives access to one (1) server dedicated to their activities which is not shared with any other Client.

### 3.5.2 IBM Cloudant Dedicated SMB Node

In addition to the base features described above, the following applies to this IBM SaaS offering:

- For each Instance of the IBM SaaS, Client receives access to one (1) server dedicated to their activities which is not shared with any other Client.

### 3.5.3 IBM Cloudant Virtual Machine Node

In addition to the base features described above, the following applies to this IBM SaaS offering:

- For each Instance of the IBM SaaS, Client receives access to one (1) server that is configured as a virtual instance. This virtual instance will share hardware and network resources with other clients but the virtual instance will be exclusive to Client.

### 3.5.4 IBM Cloudant Dedicated i2 Virtualized Node

In addition to the base features described above, the following applies to this IBM SaaS offering:

- For each Instance of the IBM SaaS, Client receives access to one (1) server that is configured as a virtual instance. This virtual instance will share hardware and network resources with other clients but the virtual instance will be exclusive to Client.

### 3.5.5 Technical Support

Technical support is included with the IBM SaaS and is not available as a separate offering. A Cloudant Dedicated Client is entitled to 24/7 email support with a response time of 1 hour.

More information about hours of availability, email addresses, online problem reporting systems, problem priorities and severities, and other technical support communication vehicles and processes are described in the IBM Cloudant section of the IBM Software as a Service (SaaS) Support Handbook.

### 3.5.6 Security Information

#### a. Privacy Shield

This IBM SaaS is included in IBM's Privacy Shield certification and applies when Client chooses to have the IBM SaaS hosted in a data center located in the United States, and is subject to IBM's Privacy Shield Privacy Policy, available at [http://www.ibm.com/privacy/details/us/en/privacy\\_shield.html](http://www.ibm.com/privacy/details/us/en/privacy_shield.html).

### 3.5.7 Personal Information and Regulated Data

The IBM SaaS may not be used for the transmission or storage of any Protected Health Information (PHI) protected under the Health Information Portability and Accountability Act of 1996 (HIPAA) unless (a) IBM and Client have entered into an applicable Business Associate Agreement, and (b) IBM provides Client with express written confirmation that the IBM SaaS can be used with PHI. In no event shall the IBM SaaS be used for processing PHI as a health care clearinghouse within the meaning of HIPAA

## 3.6 IBM dashDB for Analytics

### 3.6.1 IBM dashDB for Analytics SMP Offerings

IBM dashDB for Analytics SMP offerings provide a managed service which assists in the development of online analytical application processing. The service includes a database that stores user data in a structured format. This database can be accessed and modeled according to the user's requirements through the service's console. The service's console allows users to create tables, load data into the tables and query the data loaded by the user. Tools and environments to help develop, store and share analytical reports are included with the service. The service includes samples and documentation to help create the online analytical applications.

#### a. IBM dashDB for Analytics SMP Small

One database per service Instance on a dedicated server with 64GB RAM, 16 vCPUs.

- b. IBM dashDB for Analytics SMP Medium

One database per service Instance on a dedicated bare metal server with 256GB RAM, 32 Cores.

### 3.6.2 IBM dashDB for Analytics MPP Offerings

IBM dashDB for Analytics MPP offerings provide a clustered configuration of the IBM dashDB for Analytics service, comprising a set of independent database nodes managed together as a single system. Database operations are parallel processed across all the database nodes. IBM will configure the associated nodes into one cluster.

- a. IBM dashDB for Analytics MPP Small

One database per service Instance on a dedicated bare metal server node with 256GB RAM, 24 Cores per node.

- b. IBM dashDB for Analytics MPP Small for AWS

One database per service Instance on a dedicated server node with 244GB RAM, 32 vCPUs per node.

### 3.6.3 Enabling Software

The following IBM software entitlements are included as enabling software under the terms of their applicable IBM program licenses in addition to the limitations below:

#### InfoSphere DataStage

- Entitlement: 280 PVUs (as defined in the License Information document for InfoSphere DataStage)
- Use Restriction: Client may only use InfoSphere DataStage to populate data into the IBM SaaS.

#### InfoSphere DataStage and QualityStage Designer

- Entitlement: 2 Concurrent Users (as defined in the License Information document for InfoSphere DataStage and QualityStage Designer)
- Use Restriction: Client may only use InfoSphere DataStage and QualityStage Designer to populate data into the IBM SaaS.

### 3.6.4 Security

- a. **Privacy Shield**

This IBM SaaS is included in IBM's Privacy Shield certification and applies when Client chooses to have the IBM SaaS hosted in a data center located in the United States, and is subject to IBM's Privacy Shield Privacy Policy, available at [http://www.ibm.com/privacy/details/us/en/privacy\\_shield.html](http://www.ibm.com/privacy/details/us/en/privacy_shield.html).

- b. **Personal Information and Regulated Data**

The IBM SaaS may not be used for the transmission or storage of any Protected Health Information (PHI) protected under the Health Information Portability and Accountability Act of 1996 (HIPAA) unless (a) IBM and Client have entered into an applicable Business Associate Agreement, and (b) IBM provides Client with express written confirmation that the IBM SaaS can be used with PHI. In no event shall the IBM SaaS be used for processing PHI as a health care clearinghouse within the meaning of HIPAA.

- c. **User Management**

When the IBM SaaS is provisioned, a single administrative user is created for Client. The dashDB console provides administrative users the ability to create additional users. Client is wholly responsible for managing the users defined via the console and the level of access assigned to them.

- d. **Direct access to the IBM SaaS data store**

Both administrative and regular users are able to directly access the IBM SaaS data store using IBM DB2 client programs run outside the IBM SaaS. Client is wholly responsible for ensuring that such access is secured according to Client's requirements. For example, Client may configure the clients such that SSL is used to protect network traffic.

- e. **Table level access control**

The IBM SaaS allows Client to manage the access rights associated with some database objects, such as tables. Client is wholly responsible for assigning, managing and reviewing these access rights.

f. **Audit Reports**

Monitoring reports are made available to Client through the dashDB console. Client is wholly responsible for accessing and interpreting the reports to determine if the activity they reflect is authorized.

g. **Encryption**

The IBM SaaS databases are automatically encrypted. The encryption uses Advanced Encryption Standard (AES) in Cipher-Block Chaining (CBC) mode with a 256 bits key. Also, database backup images are automatically compressed and encrypted. Backup images are encrypted using AES in CBC mode with 256 bit keys.

### 3.6.5 Beta Functions

Some functions, features or components of the IBM SaaS are early release or preview technology, and may be identified within the IBM SaaS as "Beta" ("Beta Functions"). These Beta Functions may be used as part of Client's permitted use of the IBM SaaS, subject to the limitations and conditions of this section. Use of Beta Functions is at Client's own risk and provided without obligation of support of any kind. Beta Functions are provided "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Beta Functions may not be made generally available by IBM as or in any product or offering. IBM may withdraw or terminate access to Beta Functions at any time, without notice. Client should take precautions to avoid any loss of data that might result when the Beta Functions can no longer be used. Any feedback or suggestions regarding the Beta Functions provided by Client to IBM may be freely used, copied, modified, and incorporated in the development, distribution, deployment and sale of IBM's products and services.

## 3.7 IBM dashDB Enterprise for Transactions SaaS

The dashDB Enterprise for Transactions SaaS plans provide a dashDB database that is optimized for online transaction processing (OLTP). The service includes a database that stores user data in a structured format. This database can be accessed and modeled according to the user's requirements through the service's console. The service's console allows users to create tables, load data into the tables and query the data loaded by the user.

### 3.7.1 IBM dashDB Enterprise for Transactions SaaS 2.8.500

One SQL database per service Instance on a dedicated server with 8GB RAM and 2 vCPUs. Provides up to 500 GB of storage for data and logs.

### 3.7.2 IBM dashDB Enterprise for Transactions SaaS 12.128.1400

One database per service Instance on a dedicated bare metal server with 128GB RAM and 12 Cores. Provides up to 1400GB of SSD storage for data and logs. Security Information

a. **Privacy Shield**

This IBM SaaS is included in IBM's Privacy Shield certification and applies when Client chooses to have the IBM SaaS hosted in a data center located in the United States, and is subject to IBM's Privacy Shield Privacy Policy, available at [http://www.ibm.com/privacy/details/us/en/privacy\\_shield.html](http://www.ibm.com/privacy/details/us/en/privacy_shield.html).

b. **Personal Information and Regulated Data**

The IBM SaaS may not be used for the transmission or storage of any Protected Health Information (PHI) protected under the Health Information Portability and Accountability Act of 1996 (HIPAA) unless (a) IBM and Client have entered into an applicable Business Associate Agreement, and (b) IBM provides Client with express written confirmation that the IBM SaaS can be used with PHI. In no event shall the IBM SaaS be used for processing PHI as a health care clearinghouse within the meaning of HIPAA.

c. **User Management**

When the IBM SaaS is provisioned, a single administrative user is created for Client. The dashDB console provides administrative users the ability to create additional users. Client is wholly



responsible for managing the users defined via the console and the level of access assigned to them.

d. **Direct access to the IBM SaaS data store**

Both administrative and regular users are able to directly access the IBM SaaS data store using IBM DB2 client programs run outside the IBM SaaS. Client is wholly responsible for ensuring that such access is secured according to Client's requirements. For example, Client may configure the clients such that SSL is used to protect network traffic.

e. **Table level access control**

The IBM SaaS allows Client to manage the access rights associated with some database objects, such as tables. Client is wholly responsible for assigning, managing and reviewing these access rights.

f. **Audit Reports**

Monitoring reports are made available to Client through the dashDB console. Client is wholly responsible for accessing and interpreting the reports to determine if the activity they reflect is authorized.

g. **Encryption**

IBM SaaS databases are automatically encrypted. The encryption uses Advanced Encryption Standard (AES) in Cipher-Block Chaining (CBC) mode with a 256 bits key. Also, database backup images are automatically compressed and encrypted. Backup images are encrypted using AES in CBC mode with 256 bit keys.

### 3.8 IBM Data Science Experience

IBM Data Science Experience Enterprise is an integrated development environment offering a suite of tools and capabilities that enable data scientists to accelerate their productivity.

The offering allows the Client to analyze data using RStudio and Jupyter notebooks in a configured, collaborative environment that includes IBM value-adds, such as managed Spark.

RStudio is integrated in the offering and provides a development environment for working with R.

The offering provides Jupyter notebooks which are a web-based environment for interactive computing. The Client is able to run small pieces of code that processes data, and then view the results of that computation inside of the notebook.

The offering also includes Projects, which allow the Client to orient a team of collaborators around a set of notebooks, data sets, articles, and analysis work streams.

This offering includes 10 Authorized User Entitlements.

#### 3.8.1 Optional Services

##### **IBM Data Science Experience Enterprise Additional**

This offering allows the Client to acquire additional Authorized User entitlements to expand what is included in IBM Data Science Experience Enterprise.

#### 3.8.2 Beta Functions

Some functions, features or components of the IBM SaaS are early release or preview technology, and may be identified within the IBM SaaS as "Beta" ("Beta Functions"). These Beta Functions may be used as part of Client's permitted use of the IBM SaaS, subject to the limitations and conditions of this section. Use of Beta Functions is at Client's own risk and provided without obligation of support of any kind. Beta Functions are provided "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Beta Functions may not be made generally available by IBM as or in any product or offering. IBM may withdraw or terminate access to Beta Functions at any time, without notice. Client should take precautions to avoid any loss of data that might result when the Beta Functions can no longer be used. Any feedback or suggestions regarding the Beta Functions provided by Client to IBM may be freely used, copied, modified, and incorporated in the development, distribution, deployment and sale of IBM's products and services.

### 3.8.3 Publisher Terms

Client may publish Content to the IBM SaaS according to the following publisher terms.

**“Catalog Entry”** means the information about the Content that identifies the nature, use case, origin, terms of use, and other features of the Content, as specified by the Client in connection with the Content that the Client wishes to publish to the IBM SaaS.

**“Content”** means, without limitation, data, software, code, text, images, templates, frameworks, associated materials, media and/or documentation published on the IBM SaaS under this Agreement.

**“End User”** means a user who accesses or makes use of Content from the IBM SaaS.

**“Publisher”** or **“Client”** means the person or entity that submits and publishes Content to the IBM SaaS pursuant to this Agreement.

#### a. **Publisher Contact Information**

IBM may verify the contact information the Client submits when the Client registers as a user of Bluemix and we may use the contact information the Client provides to communicate with the Client about the Content that the Client publishes and to provide the Client with information about the IBM SaaS. IBM reserves the right to suspend the Client’s access and ability to publish to the IBM SaaS if, in IBM’s opinion, the Client is in violation of the terms of this Agreement.

#### b. **Publication of Content**

The Client agrees that the Content the Client publishes to the IBM SaaS will be for purposes related to conducting or facilitating analytics.

The Client agrees to adhere to the following terms with respect to any Content the Client publishes to the IBM SaaS:

- (1) Do not publish Content that contains any information that is confidential to the Client or a third party.
- (2) Do not publish Content that contains information that is proprietary to a third party without first having obtained their consent to do so.
- (3) Do not publish Content, or include links from the Client’s Content to Internet sites that contain, unlawful, defamatory, obscene, offensive, fraudulent or otherwise objectionable Content or activity.
- (4) Do not publish Content that contains any personally identifiable information or Protected Health Information as defined under Health Insurance Portability and Accountability Act (HIPAA) or Health Information Technology for Economic and Clinical Health Act (HITECH).
- (5) Do not publish any Content that is directed at children under the age of 13.
- (6) Do not publish viruses, worms, defects, Trojan horses, corrupted files, or any other items of a destructive or deceptive nature.
- (7) Do not publish Content, including but not limited to, photographs, images or graphics, that is protected by patent, trademark, copyright, trade secret, or other proprietary right of any party, unless the Client is the owner of such rights or have the permission of the owner to post such Content. If required by the third party owner, acknowledge their copyright or trademark to that portion of the Content.
- (8) Do not publish Content that violates these terms or any applicable laws or regulations.
- (9) Do not impersonate another person or otherwise misrepresent the Client or the source of any Content. Do not publish Content that falsely expresses or implies that such Content is sponsored or endorsed by IBM.

For each item of Content that the Client wishes to publish to the IBM SaaS the Client will be required to complete a Catalog Entry.

IBM may review the Client’s Catalog Entry and the Client’s Content and reserves the right to require that the Client make modifications for it to remain published on the IBM SaaS.

The Client understands and acknowledges that by publishing Content to the IBM SaaS, the Client is granting End Users public access to the Client’s Catalog Entry and access to the Client’s Content subject to the terms for the IBM SaaS for said Content.



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The Client agrees that all rights in and to patents, copyrights, trademarks, and all other intellectual property rights in the IBM SaaS will remain with IBM and its suppliers.

c. **License to End Users**

As between the Client and IBM, the Client is solely responsible for making the Client's Content available to End Users and for licensing or otherwise granting rights to the Client's Content. Such licenses will be between the Client and the End User directly and will not create any obligations or responsibilities of any kind for IBM.

The Client agrees that the license between the Client and the End User shall contain terms that, at a minimum, provide End Users (including IBM as the provider of the platform and as an End User) a non-exclusive, irrevocable, worldwide, royalty-free, copyright license to edit, copy, reproduce, publish, publicly display and/or perform, format, modify and/or make derivative works of, translate, re-arrange, sublicense and distribute the Content or any portions thereof, for both commercial and non-commercial purposes.

The Client is responsible for providing support to End Users for the Client's Content.

d. **Warranty**

The Client represents and warrants that (a) The Client owns all of the Content (and have sufficient right, title and interest in and to the Content) or have obtained all written releases, authorizations and licenses from any other owners necessary to grant the licenses and other rights granted herein with respect to portion of the Content the Client do not own; (b) the Content does not infringe any copyright, patent, or other intellectual property right, privacy, or other right of any third party, nor has any claim of such infringement been threatened or asserted, and no such claim is pending, against the Client or against any entity from which the Client has obtained such rights; (c) the Content does not contain any viruses or harmful code; (d) the Content does not contain any information that is considered confidential or trade secret to the Client or any third party; and (e) if the Content is or becomes ineligible for public posting or for legal distribution the Client will immediately notify IBM at xxh1q2ug@incoming.intercom.io.

e. **Indemnification**

The Client agrees to indemnify and hold IBM and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, (i) made by any third party due to or arising out of any Content the Client submits or publishes to the IBM SaaS; (ii) the Client's violation of this Agreement; or (iii) the Client's violation of any rights of another.

As between IBM and the Client, it is the Client, not IBM who has full responsibility for the Client's Content. The Client acknowledges that the Client, not IBM, are liable for all claims arising out of the Client's Content or the use thereof, including but not limited to alleged violations of: (a) any party's legal or intellectual property rights; or (b) any statute, regulation or law of any country.

f. **Limitation of Liability**

IBM IS NOT RESPONSIBLE FOR CONTENT PUBLISHED TO THE IBM SaaS. THE PUBLISHER SHALL REMAIN SOLELY RESPONSIBLE FOR THE CONTENT THAT IT PUBLISHES.

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IBM MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE CONTENT PUBLISHED ON THE IBM SaaS. IBM IS NOT OBLIGATED TO PROVIDE TECHNICAL SUPPORT FOR THE CONTENT.

g. **Freedom of Action**

The Client understands and agrees that IBM has absolutely no obligation to use, post or keep posted the Content (or any portion thereof) at all or in any manner. IBM may, in its sole discretion, discontinue the IBM SaaS, or limit, discontinue access or remove the Content from the IBM SaaS for any reason without notice. The Client understands that IBM will not compensate the Client with respect to posting or use of the Content.

h. **Responding to Notices**

IBM reserves the right, but does not have the obligation, to monitor the IBM SaaS. IBM also retains the right, in its discretion, to decline any Content, or remove any previously published Content.

IBM will respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. For more information, refer to IBM Digital Millennium Copyright Act Notices.

### **3.9 IBM Bluemix Data Connect**

IBM DataWorks is a cloud based, fully managed data preparation and movement service, that enables analysts, developers, data scientists and data engineers to put data to work. DataWorks allows technical and non-technical users to discover, cleanse, standardize, transform, and move data in support of application development and analytic use cases.

#### **3.9.1 IBM Bluemix Data Connect Personal**

Per Instance, 100 activity runs or up to 1 TB of outbound data bandwidth per month. Outbound bandwidth is defined as the amount of data copied to a target.

#### **3.9.2 IBM Bluemix Data Connect Professional**

Per Instance, 500 activity runs or up to 5 TB of outbound data bandwidth per month. Outbound bandwidth is defined as the amount of data copied to a target.

#### **3.9.3 IBM Bluemix Data Connect Enterprise**

Per Instance, 5000 activity runs or up to 50 TB of outbound data bandwidth per month. Outbound bandwidth is defined as the amount of data copied to a target.

#### **3.9.4 Security Information**

a. **Privacy Shield**

This IBM SaaS is included in IBM's Privacy Shield certification and applies when Client chooses to have the IBM SaaS hosted in a data center located in the United States, and is subject to IBM's Privacy Shield Privacy Policy, available at [http://www.ibm.com/privacy/details/us/en/privacy\\_shield.html](http://www.ibm.com/privacy/details/us/en/privacy_shield.html).

### **3.10 IBM Streaming Analytics**

This offering allows Client to ingest, analyze, monitor, and correlate data as it arrives from real-time data sources. A single streams node instance is a virtual server with 1 CPU, 4 Cores, 12 GB RAM and 25 GB Disk.

#### **3.10.1 Security Information**

a. **Privacy Shield**

This IBM SaaS is included in IBM's Privacy Shield certification and applies when Client chooses to have the IBM SaaS hosted in a data center located in the United States, and is subject to IBM's Privacy Shield Privacy Policy, available at [http://www.ibm.com/privacy/details/us/en/privacy\\_shield.html](http://www.ibm.com/privacy/details/us/en/privacy_shield.html).