



SUB-CAPACITY LICENSING TERMS SUPPLEMENT ("PVU SUPPLEMENT")

These supplemental terms ("PVU Supplement") are part of an agreement for certain Cloud Services or DataClarity Embedded Solution ("Agreement") between DataClarity and Customer and apply solely to IBM Programs licensed on a Processor Value Unit or PVU basis (the "Programs") that are distributed to Customer as part of the Embedded Solution as specified herein.

For all Programs licensed on a PVU basis, Customer is required to license the full processor core capacity of the server or server cluster unless Customer agrees to the sub-capacity licensing terms described below.

Customer agree, as applicable, to:

1.1. IBM License Metric Tool (ILMT) Installation

Customer shall Install and configure the most current version of ILMT in accordance with the ILMT Information Center, within 90 days of Customer's first Eligible Sub-Capacity Product deployment on an Eligible Virtualization Environment, to enable Customer to collect Virtualization Capacity data by Eligible Sub-Capacity Product and generate Audit Reports in accordance with these Sub-Capacity Licensing terms. Exceptions to this requirement are:

- 1.1.1. When ILMT does not yet provide support for the Eligible Virtualization Environment;
- 1.1.2. If Customer's Enterprise has fewer than 1,000 employees and contractors, and Customer is not a Service Provider, and Customer has not contracted with a Service Provider to manage Customer's Eligible Virtualization Environment;
- 1.1.3. If the total physical capacity of Customer's Enterprise servers with an Eligible Virtualization Environment, measured on a Full Capacity basis, but licensed using sub-capacity terms is less than 1,000 PVUs;
- 1.1.4. When Customer's servers with Eligible Sub-Capacity Products are licensed to the Full Capacity of the servers.

For these exceptions, use of ILMT, while recommended, is not required for Sub-Capacity Licensing.

In lieu of ILMT, Customer is required to manually manage and track the Eligible Virtualization Environment, and manually prepare Audit Reports documenting the Virtualization Capacity by Eligible Sub-Capacity Product for the Eligible Virtualization Environment during each calendar or fiscal quarter. These Audit Reports must contain the information listed in the example Audit Report available at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>.

These Audit Reports must be prepared as frequently as is required to maintain a history of increases to Virtualization Capacity, but not less often than once per quarter, and must be maintained for at least two years to demonstrate ongoing compliance with these Sub-Capacity Licensing terms.

1.2. New versions

Customer shall promptly install new versions, releases, modifications, or code corrections (“fixes”) of the ILMT that IBM makes available. Customer must subscribe to Tivoli Support notifications via <http://www.ibm.com/support/mynotifications/> in order to be notified when these become available.

1.3. No modifications

Customer shall not alter, modify, omit, delete, or otherwise misrepresent by any means, directly or indirectly, the:

- 1.3.1. ILMT audit records;
- 1.3.2. ILMT, except for changes provided by IBM; or
- 1.3.3. Audit Reports that Customer submits to DataClarity.

1.4. Audit Reports

Customer shall generate, using ILMT or manually, Audit Reports at least each calendar or fiscal quarter and retain for a period of not less than two years the Audit Reports and make these reports available to DataClarity and IBM upon notice. Failure to generate Audit Reports or make Audit Reports available to DataClarity and IBM will result in charging for Eligible Sub-Capacity Products under Full Capacity terms.

1.5. Administration

Customer shall assign a person in Customer’s organization with authority to manage and promptly resolve any questions on Audit Reports or inconsistencies between Audit Report contents, license entitlement, or ILMT configuration.

Customer agrees to promptly place an order with DataClarity if the Audit Reports reflect Eligible Sub-Capacity Product use in excess of the Customer authorized level or Usage Metric as referenced in the Order Form.

Subscription and support coverage will be determined to begin at the time Customer exceeded the authorized level.

Glossary

“Agreement” means an Order Form and documents incorporated into an Order Form.

“Audit Reports” means a set of reports available in the IBM License Metric Tool (“ILMT”), or by another method acceptable to IBM as specified at

<http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html/>.

These reports provide the Processor Value Unit (“PVU”) license requirements based on the Virtualization Capacity available to the Eligible Sub-Capacity Product.

“Cloud Services” means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by DataClarity under an Order Form.

“Eligible Operating System Technology” means an operating system for which Sub-Capacity Licensing is available and specified at

<http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html/>.

“Eligible Processor Technology” means a processor technology for which Sub-Capacity Licensing is available and specified at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html> .

“Eligible Sub-Capacity Product” means a Program for which Sub-Capacity Licensing is available and specified at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html/>.

“Eligible Virtualization Environment” means a server or a group of servers cooperating as a single computing entity that contain an Eligible Processor Technology, an Eligible Operating System Technology, and an Eligible Virtualization Technology.

“Eligible Virtualization Technology” means a virtualization technology for which Sub-Capacity Licensing is available and specified at

<http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html/>. An Eligible Virtualization Technology is capable of restricting processor capacity to a subset of the total physical capacity, sometimes referred to as partition, LPAR, or virtual machine.

“Embedded Solution” means a DataClarity branded solution that combines and integrates any DataClarity owned or licensed products or services with any IBM Products.

“Full Capacity” means the total number of physical processor cores activated and available for use on a server.

“Processor Value Unit (“PVU”)” means a metric used by IBM to assign a value to a Processor Core. The Processor Value Unit licensing model is described at

http://www.ibm.com/software/lotus/passportadvantage/pvu_licensing_for_customers.html/.

“Products” means IBM-branded computer programs and related materials available for license from IBM subject to the payment of charges. Programs details are described in License Information (LI) documents available at <http://www-03.ibm.com/software/sla/sladb.nsf/>. Programs are copyrighted and licensed (not sold).

“Order Form” means the ordering document for Cloud Services that references the GTC.

“Usage Metric” means the standard of measurement for determining the permitted use and calculating the fees due for Cloud Services as set forth in an Order Form.