

## Service Description

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### IBM Financial Crimes Geographic Risk Insight

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

#### 1. Cloud Service

**IBM Financial Crimes Geographic Risk Insight** is a geographic risk assessment solution that rates countries according to their risk of money laundering and terrorist financing. Each country is assigned a risk score, a risk rank, and a risk rating of high, medium, or low, based on the cumulative weight of factors indicative of money laundering and terrorist financing.

#### 2. Security Description

This Cloud Service follows IBM's data security and privacy principles for IBM SaaS which are available at <http://www.ibm.com/cloud/data-security>, with the following modifications:

- a. The last sentence of the first paragraph is replaced with the following text: The measures implemented and maintained by IBM within the Cloud Service will align with Shared Assessments Third Party Risk Management Framework (<https://sharedassessments.org/>).
- b. The second sentence of Section 4b is replaced with the following text: Use of an access badge to enter a data center and controlled areas will be logged, and such logs will be retained for not less than 90 days.
- c. Section 6a, item "c) performs automated management and routine verification of underlying components' compliance with security configuration requirements" is removed.

Any change to IBM's data security and privacy principals will not degrade the security of the Cloud Service.

This Cloud Service may be used to process content that contains personal data if Client, as the data controller, determines that the technical and organizational security measures are appropriate to the risks presented by the processing and the nature of the data to be protected. Client recognizes that this Cloud Service does not offer features for the protection of sensitive personal data or data subject to additional regulatory requirements. Client acknowledges that IBM has no knowledge of the types of data that have been included in the content, and cannot make an assessment as to the suitability of the Cloud Services or the security protections which are in place.

#### 2.1 Security Features and Responsibilities

The Cloud Service implements the following security features:

The Cloud Service does encrypt content during data transmission between the IBM network and the Client's infrastructure. The Cloud Service does not encrypt content when at rest awaiting data transmission.

#### 3. Technical Support

Technical support for the Cloud Service is provided via 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 Cloud Service and is not available as a separate offering.

#### 4. Entitlement and Billing Information

##### 4.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- Instance is a unit of measure by which the Cloud Service can be obtained. An Instance is access to a specific configuration of the Cloud Service. Sufficient entitlements must be obtained for each Instance of the Cloud Service made available to access and use during the measurement period specified in Client's PoE or Transaction Document.

## **5. Term and Renewal Options**

The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service 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 Cloud Service will automatically renew for the term specified in the PoE.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90 day period.

## **6. Additional Terms**

### **6.1 General**

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

### **6.2 Backup**

Backups are performed monthly for the last three months, weekly for weeks since the last monthly backup, and daily from the last weekly backup. IBM will retain a backup copy of Client's data for a maximum period of 90 days. Client is responsible for configuring the Cloud Service security to prohibit individual users from deleting data, and once the data is deleted Client acknowledges and agrees IBM is not obligated to recover the deleted data and, if available, may charge for such effort.

### **6.3 Cloud Service Expiration**

Before expiration or termination of the Cloud Service, Client can use any of the provided reporting or export features of the Cloud Service to extract data.

### **6.4 Disaster Recovery**

In the event of a major system disruption caused by a natural disaster (e.g. fire, earthquake, flood, etc.), disaster recovery will be accomplished by using commercially reasonable efforts to restore Client's production data to a Cloud Service secondary data center with a recovery objective of 72 hours. This is not a warranty and no service level agreement is available.

### **6.5 No Guaranty of Compliance**

Client acknowledges and agrees that, although the Cloud Service is designed for use as a tool for assisting compliance professionals and others, there is no guaranty that use of the Cloud Service and any other product or service that may be provided by IBM will result in compliance with applicable laws and regulations. In no event shall IBM, or any employee, officer, director, agent, or representative of IBM have any responsibility or liability for such Client compliance. Client is responsible for the results obtained from the use of the Cloud Service.

### **6.6 Lawful Use of Cloud Service**

This Cloud Service suggests output based on applying models, rules, and algorithms to data provided by Client, and, as such, the completeness, accuracy and reliability of the output will vary. Use of this Cloud Service may implicate various laws or regulations, including those related to securities, banking, financial transactions, insurance, privacy, gaming, data protection, and employment. Client agrees that it will obtain or has obtained any consents, permissions, or licenses that may be needed including the legal right to use communications, data, or text submitted in the Cloud Service and will only use the Cloud Service in accordance with applicable laws and regulations.

In addition, Client understands that the Cloud Service is not provided by a "consumer reporting agency" in that IBM does not assemble or evaluate information for the purpose of furnishing consumer reports to third parties and therefore information a Client obtains from the Cloud Service are not "consumer reports" as those quoted terms are defined under the Fair Credit Reporting Act (FCRA). Client agrees that it will not use any information obtained from the Cloud Service in whole or in part as a factor in determining the eligibility of any individual for: (1) credit or insurance to be used primarily for personal, family or household purposes (including, but not limited to pre-screened offers); (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction that implicates any other FCRA purpose.

## **6.7 Third Party Data and Connections**

The Cloud Service may contain links to or be used to access third party data services, databases, web services, software, or other third party content (all, "content"). Access to this content is provided "AS-IS", WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Access can be terminated by the relevant third parties at their sole discretion at any time. Client may be required to enter into separate agreements with the third parties for the access to or use of such content. IBM is not a party to any such separate agreements and as an express condition of this Cloud Service, Client agrees to comply with the terms of such separate agreements.