



Service Description

IBM Financial Crimes Geographic Risk Insight

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

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. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1135B72005B>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides the Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Instance is each access to specific configuration of the Cloud Services.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 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.

5.2 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.