

## IBM Cloud Service Description: IBM Kenexa Skills Manager on Cloud

The following is the Service Description for your Order:

### 1. Cloud Service Description

The following is the Cloud Service offering that you may order. Section 1.1 below describes the base offering that you must order to use the Cloud Service. Section 1.2 below describes optional features that you may order. The offerings that you have ordered are specified in your Order Document. For the purpose of this Cloud Service, the Order Document will consist of the Quotation that IBM presents to you and the Proof of Entitlement (PoE) that you will receive from IBM confirming the Cloud Services have been provisioned, notifying you when invoicing will commence, and setting forth the beginning and end date for the term of the Cloud Service.

#### 1.1 IBM Kenexa Skills Manager on Cloud

IBM Kenexa Skills Manager on Cloud provides you with the ability to define skill requirements, to capture employee skills and then analyze and apply the results. IBM Kenexa Skills Manager on Cloud is purchased by number of authorized users. The skills and capability assessment process is described broadly below:

##### **Define Skills:**

IBM Kenexa Skills Manager can be used to host skill or competency frameworks. The software also provides tools that can be used to extend or customize a framework. Skill frameworks with varying numbers of skill categories, skills and ranges of numerical skill levels can be accommodated. It is also possible to populate the system with numerous frameworks and expose these to discrete groups within the organization.

##### **Define Profiles:**

IBM Kenexa Skills Manager allows for profiles to be created and mapped to skills taken from the skills and competency frameworks populated in the system. A profile defines the skills that a person is required to have and the level of proficiency that they require for each skill.

##### **Model Organization:**

IBM Kenexa Skills Manager can be used to model the organizational structure which impacts who validates the skill assessments of each employee. The model organization structure is then used to group employee skills reporting.

##### **Assess Skills:**

An individual is provided with a view of the skills related to their profile. The individual selects the level that best describes their skill proficiency. It is also possible for a user to assess skills that are not core to their role. For example, an individual may hold skills that they have developed and used in a previous role, or in previous employment. The system also provides the option for individuals to self-select their job profiles.

##### **Confirm Assessments:**

The next step in the process allows the manager to confirm or question their employee's skill proficiency. Where there is a disparity between the manager's assessment and the individual's, the manager can utilize a feature which requests the user to re-assess their skills.

##### **Set Learning & Development:**

An individual is provided with a view of their current skill proficiency levels and the required skill levels for their profile. This represents a skills 'gap' - the difference between a person's current level and that required by their profile. Development plans can be created with objectives and development actions that are time-bound and set by the managers and employees.

Learning and development activities developed by you can be added to help bridge the skill gaps identified. This information is presented as a learning and development roadmap for the individual and can also be aggregated at any business unit level to provide a comprehensive training plan.

### **Analyze Skills:**

IBM Kenexa Skills Manager saves the collated data to a skills database. A number of menu driven options are provided to generate business management reports and applications.

## **1.2 Optional Features**

You must have the IBM Skills Manager on Cloud module as the base to purchase one or more of the following modules.

### **IBM Kenexa Skills Manager on Cloud Dashboard Reports and Advanced Analytics:**

Provide enhanced views of organizational capability, individual and organizational skill gaps and prioritized, prescriptive learning requirements developed by you. Through several preconfigured reports and dashboards, you get a real-time view of skills inventory for the organization.

### **IBM Kenexa Skills Manager on Cloud Resource Availability Planning:**

Provides the ability to define and manage project requirements, select staff based on key search criteria and view utilization through Gantt chart time tracking. Provides the ability to assign staff to projects based on skills and availability, and build present and future state resource plans.

### **IBM Kenexa Skills Manager on Cloud Succession Planning:**

Provides the ability to define roles for which existing employees can be named as succession candidates. Incumbents and successors can be compared for readiness status on a 9-box grid. Provides the ability to view skill/competency gaps provided such requirements have been defined.

### **IBM Kenexa Skills Manager on Cloud SFIA Competencies:**

Provides the ability to perform skills assessments against the Skills Framework for the Information Age (SFIA). SFIA is a skills library for assessments and is licensed from the SFIA Foundation and deployed electronically to you.

### **IBM Kenexa Skills Manager on Cloud Compliance Management:**

Provides the ability to define compliance requirements; provides a common framework for managing compliance through skills, knowledge and training/certification requirements. Provides the ability to accurately track organization-wide compliance status with detailed reporting and real time compliance information.

### **IBM Kenexa Skills Manager on Cloud Performance Management:**

Provides the ability to define multiple performance cycles, each cycle can be assigned to teams, functions or individuals. Provides the ability to evaluate employee skills and competencies, values, objectives and goals. Provides the ability to group or categorize goals into client-defined segments, with goals cascaded from the organization to individual through teams. Ability to create automatic e-mail notifications and reminders which can be customized with organization-specific terminology. Provides the ability to report on performance health check, with several reporting options.

## **2. Security Description**

### **2.1 Security Policies**

IBM maintains privacy and security policies that are communicated to IBM employees. IBM requires privacy and security education training to individuals worldwide who support IBM data centers and we maintain a security team that is focused on information security. IBM security policies and standards are reviewed and re-evaluated annually. IBM security incidents are handled in accordance with a comprehensive incident response procedure.

### **2.2 Access Control**

Access to client data, if required, is allowed only by authorized IBM support representatives according to principles of segregation of duties. All connections are encrypted channels when accessing client data. There is no usage of WIFI within the IBM data centers that support this Cloud Service.

### **2.3 Service Integrity & Availability**

Modifications to operating system resources and application software are governed by IBM's change management process. Changes to firewall rules are also governed by the change management process and are separately reviewed by the IBM security staff before implementation. IBM systematically monitors the data center resources 24x7. Internal and external vulnerability scanning is regularly conducted by authorized administrators to help detect and resolve potential system security exposures.

Anti-virus detection systems are in place throughout all IBM data centers. IBM's data center services support a variety of information delivery protocols for transmission of data over public networks. Examples include HTTPS/SFTP/FTPS. Backup data intended for off-site storage is encrypted prior to transport.

## **2.4 Activity Logging**

Where technically available, for systems, applications, and network infrastructure devices, IBM maintains logs of its activity.

## **2.5 Physical Security**

IBM maintains physical security standards designed to restrict unauthorized physical access to data centers resource. Only limited access points exist into data centers, which are controlled by access readers and monitored by surveillance cameras. Access is allowed only to authorized staff that have approved access. Access badges or permission to access the data center without badges are issued to authorized operations and security staff. Employees upon termination are removed from the access list and, if they have a badge, they must surrender it. Non-IBM operations and security staff are registered upon entering the premises and are escorted when they are on the premises. Delivery areas and loading docks and other points where unauthorized persons may enter the premises are controlled.

## **2.6 Compliance**

IBM certifies its privacy practices annually as consistent with the U.S. Department of Commerce's Safe Harbor Principles: Notice, Choice, Onward Transfer, Access and Accuracy, Security, and Oversight/Enforcement. Industry standard audit SSAE 16 Type (formerly SAS 70), or equivalent, is performed annually in our production data centers. IBM reviews security and privacy-related activities for compliance with IBM's business requirements. Assessments and audits are conducted regularly by IBM to confirm compliance with its information security policies. Workforce security education and awareness training is completed by IBM's employees and vendor employees on an annual basis. Personnel are reminded of their job objectives and their responsibility to meet ethical business conduct, confidentiality, and IBM's security obligations on an annual basis.

## **3. Entitlement, Billing and Term Information**

### **3.1 Charge Metrics**

The Cloud Service offerings are sold under one of the following charge metric(s) as specified in the Order Document:

- a. Access is the unit of measure by which the Cloud Service may be obtained. An Access is the rights to use the Cloud Service. You must obtain a single Access entitlement in order to use the Cloud Service during the measurement period specified in the Proof of Entitlement (PoE) or Order Document.
- b. Authorized User is a unit of measure by which the Cloud Service may be obtained. You must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service 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 Cloud Service during the measurement period specified in the Proof of Entitlement (PoE) or Order Document.

### **3.2 Charges and Billing**

The amount payable for the Cloud Service offerings is specified in the Order Document.

#### **3.2.1 Set-up**

Set-up charges will be specified in the Order Document.

#### **3.2.2 Overages**

If your actual usage of the Cloud Service during the measurement period exceeds the entitlement stated on the PoE portion of the Order Document, then you will be invoiced for the overage, as set forth in the Order Document.

### **3.3 Term and Renewal Options**

#### **3.3.1 Term**

The term of the Cloud Service will begin on the date that IBM notifies you that you have access to the portions of the Cloud Service that are described in the Order Document. The PoE portion of the Order Document will confirm the exact date of the start and end of the term, as well as how or whether the term will renew. You are permitted to increase your level of use of the Cloud Service during the term by contacting IBM or an IBM Business Partner. IBM will confirm the increased level of usage in an Order Document.

#### **3.3.2 Cloud Services Term Renewal Options**

Your Order Document will set forth whether the Cloud Service will renew at the end of the term, by designating the term as one of the following:

a. Automatic Renewal

If your Order Document states that your renewal is automatic, you may terminate the expiring Cloud Service term by written request, at least ninety (90) days prior to the expiration date of the term that is set forth in the Order Document. If IBM or an IBM Business Partner does not receive such termination notice by the expiration date, the expiring term will be automatically renewed for either a one year term or the same duration as the original term as set forth in the PoE portion of the Order Document.

b. Continuous Billing

When the Order Document notes that your billing is continuous, you will continue to have access to the Cloud Service and will be billed for the usage of the Cloud Service on a continuous billing basis. To discontinue use of the Cloud Service and stop the continuous billing process, you will need to provide IBM or an IBM Business Partner with ninety (90) days written notice requesting that your Cloud Service be cancelled. Upon cancellation of your access, you will be billed for any outstanding access charges through the month in which the cancellation took effect.

c. Renewal Required

When the Order Document notes that your renewal type is "terminate", the Cloud Service will terminate at the end of the term and your access to the Cloud Service will be removed. To continue to use the Cloud Service beyond the end date, you will need to place an order with your IBM sales representative or IBM Business Partner to purchase a new subscription term.

### **4. Technical Support**

Baseline customer support is provided with the Cloud Service offering and Enabling Software, as applicable, during the subscription term. The technical and customer support available to you is detailed at: [www.ibm.com/software/support/kenexa/supportskm.html](http://www.ibm.com/software/support/kenexa/supportskm.html) .

### **5. Additional Information**

#### **5.1 Normative Data**

Notwithstanding anything to the contrary, for normative research, analyses and reporting purposes only, IBM may retain and use your content provided to IBM under this Service Description in aggregated, anonymous format (i.e., so that you cannot be identified as the source of the confidential information and so that personally identifiable information allowing the identification of individual employees and/or applicants is removed). The provisions of this section will survive the termination or expiration of the transaction.

#### **5.2 Return or Removal of Customer Data**

Upon your written request following termination or expiry of either this Service Description or the Agreement, IBM, subject to its backup and retention policies, will delete or return to you all proprietary content made available to the Cloud Service.

#### **5.3 Data Collection**

You agree 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>. Where required by applicable law, you have notified the users and obtained their consent to do all of the above.

## 5.4 Data Processing

For transactions performed in all EU Member States, Iceland, Liechtenstein, Norway and Switzerland, the following terms apply:

Customer agrees that IBM may process Content including any Personal Data across a country border to the following countries: England, India, Ireland, and the USA.

Depending on Customer's specific service support structure, Customer also agrees that IBM may process Content including any Personal Data across a country border to these additional following countries: Australia, Brazil, Canada, France, Finland, Germany, Hong Kong, Japan, New Zealand, Singapore, South Africa, Sweden, and UAE.

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

When IBM's US-EU and Swiss-EU Safe Harbor Frameworks do not apply to a transfer of EEA or Swiss Personal Data, 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.