

## Service Description

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### IBM Kenexa Skills Manager on Cloud

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

##### 1.1 IBM Kenexa Skills Manager on Cloud

IBM Kenexa Skills Manager on Cloud provides Client with the ability to define skill requirements, to capture employee skills and then analyze and apply the results. Client's use of the Cloud Service is governed by the number of Authorized Users Client acquires as specified in the PoE. The Cloud Service will provide Client the following types of skills and capability assessment capabilities.

- Define skills – allows the hosting of skill or competency frameworks. The Cloud Service 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 job profiles – allows job profiles to be created and mapped to skills taken from the skills and competency frameworks populated in the system. A job profile defines the skills that a person is required to have and the level of proficiency that they require for each skill.
- Model organization – provides ability 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 – provides individuals the ability to view 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 – allows a 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 reassess their skills.
- Set learning & development – provides an individual ability to 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 Client developed 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 – 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 IBM Kenexa Skills Manager Library Administration on Cloud

IBM Kenexa Skills Manager Library Administration on Cloud provides a central repository for Client's job content and can be utilized to manage and develop competencies, job models and job descriptions as well as collaborate with other applications. Client's use of the Cloud Service is governed by the number of Instances required by the Client and specified in the PoE. The Cloud Service will provide Client the following types of skills and capability assessment capabilities:

- Define skills – allows the hosting of skill or competency frameworks. The Cloud Service 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 job profiles – allows job profiles to be created and mapped to skills taken from the skills and competency frameworks populated in the system. A job profile defines the skills that a person is required to have and the level of proficiency that they require for each skill.

## 2. Content and Data Protection

The Data Processing and Protection Data Sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1392842937114>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) applies and is referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet for this Cloud Service will serve as the DPA Exhibit.

## 3. Service Level Agreement

IBM provides the following availability service level agreement ("SLA") for the Cloud Service as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

### 3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within 3 business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

For bundled Cloud Services (individual Cloud Service offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled Cloud Service, and not the monthly subscription fee for each individual Cloud Service. Client may only submit claims relating to one individual Cloud Service in a bundle at a given time.

### 3.2 Service Levels

Availability of the Cloud Service during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

\* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the Cloud Service in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month minus the total number of minutes of Downtime in a contracted month divided by the total number of minutes in the contracted month.

Client may terminate the Cloud Services if the Availability Percentage falls below 95% for three months out of a six month period, and IBM will provide a refund for pre-paid fees for which such Cloud Services have not yet been rendered.

### 4. Technical Support

Technical support for the Cloud Service is provided via email and an online problem reporting system. Baseline Client support is provided with the Cloud Service offering and Enabling Software, as applicable, during the subscription term. The technical and Client support available is detailed at:

<http://www.ibm.com/software/support/kenexa/suite.html>.

Severity	Severity Definition	Response Time Objectives During Support Hours
1	<b>Critical business impact/service down:</b> Business critical functionality is inoperable or critical interface has failed. This 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.	Within 4 business hours
2	<b>Significant business impact:</b> A service feature or function is severely restricted in its use or Client is in jeopardy of missing business deadlines.	Within 12 business hours
3	<b>Minor business impact:</b> Indicates the service or functionality is usable and it is not presenting a critical impact on operations.	Within 24 business hours
4	<b>Minimal business impact:</b> An inquiry or non-technical request.	Within 48 business hours

### 5. Entitlement and Billing Information

#### 5.1 Charge Metrics

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

- Access is a unit of measure by which the Cloud Service may be obtained. An Access is the right to use the Cloud Service. Client must obtain a single Access entitlement in order to use the Cloud Service during the measurement period specified in the PoE.
- Authorized User is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service in any manner directly or indirectly (for example, through 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 Client's PoE or 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.

## **5.2 Set-Up Charges**

A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

## **5.3 Overage Charges**

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

## **5.4 Remote Services Charges**

A remote service charge will be billed at the rate specified in the Transaction Document for such remote service and will expire 90 days from purchase regardless of whether the remote service has been used.

## **5.5 Billing Frequency**

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

## **5.6 Verification**

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

## **6. 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.

## **7. Additional Terms**

### **7.1 General**

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

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where [program] failure could give rise to a material threat of death or serious personal injury.

### **7.2 Normative Data**

Notwithstanding anything to the contrary, for normative research, analyses and reporting purposes only, IBM may retain and use Client content provided to IBM under this Service Description in aggregated, anonymous format (i.e., so that Client 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.