

Service Description

IBM Kenexa LMS on Cloud

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

1. Cloud Service

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Kenexa LMS on Cloud

A configurable Learning Management System to administer, document, track, report, and deliver courses in support of classroom, online, and mobile learning. Supports learning with and from colleagues and experts by using and integrating social software capabilities in a secure environment. This Cloud Service includes entitlement to one production site and one non-production site.

"Non-Production" means the Cloud Service can be used by Client only for internal non-production activities, including testing, staging, quality assurance activity and/or developing internally-used additions or extensions to the Cloud Service using published application programming interfaces. Client is not authorized to use any part of the Cloud Service for any other purpose without acquiring the appropriate production entitlements. The SLAs do not apply for non-production sites.

1.2 Optional Services

Optional Features for IBM Kenexa LMS on Cloud (available after initial implementation services)

1.2.1 IBM Kenexa LMS on Cloud Human Resource Synchronization

Enables Client to sync the LMS users from Client's current HR information system. IBM will provide the format for the user import. Client is responsible for providing user import in the specified format. Up to eight hours of remote consulting services will be provided to support installation, configuration and data validation for this feature. These services expire 90 days from purchase regardless of whether all hours have been used.

1.2.2 IBM Kenexa LMS on Cloud Data Import

Enables the importing of historical training data into the LMS. Historical data must be provided in an Excel spreadsheet. IBM will provide the format for the historical data import. Client is responsible for providing historical data import in the specified format using an Excel spreadsheet. Up to eight hours of remote consulting services will be provided to support installation, configuration and data validation for this feature. These services expire 90 days from purchase regardless of whether all hours have been used.

- a. IBM Kenexa LMS on Cloud LDAP Support
 - Integrates the LMS with a third-party directory server using the LDAP protocol.
- b. IBM Kenexa LMS on Cloud Additional Adaptive Report
 - Provides an additional report beyond the standard supported reports. The report is limited to data contained in the standard database and does not include any modifications to the standard database.
- c. IBM Kenexa LMS on Cloud eCommerce Integration
 - Enables the LMS to interface with eCommerce.
- d. IBM Kenexa LMS on Cloud Additional Language
 - Provides an additional language pack for language support beyond the base language pack provided with IBM Kenexa LMS on Cloud.
- e. IBM Kenexa LMS on Cloud Additional Non-Production Hosted Site
 - Entitles the client to an additional staging site they can use for internal testing or training purposes.

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=1413342265674>

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:

- Access is the right to access functionality of the Cloud Services.
- Eligible Participant is an individual or entity eligible to participate in any service delivery program managed or tracked by the Cloud Services.
- 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 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.