

Service Description

IBM Connections Cloud

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

1. Cloud Service

IBM offers these services in pre-packaged plans, standalone services or as add-ons.

Client understands that the Cloud Services made available under this agreement will be withdrawn as of July 15th, 2020 ("Withdrawal Date") and Client will no longer have access to the Cloud Service or their Content as of that date. Notwithstanding any other terms in place between IBM and Client, Client is solely responsible for migration of their Content off of the Cloud Service prior to the Withdrawal Date. Access to the Cloud Service and any Client Content will be terminated as of the Withdrawal Date.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Connections Cloud S1

- All features of Connections Cloud S2
- All the features of Connections Docs Cloud
- All the features of IBM Verse
- All the features of SmartCloud Notes
- All the features of SmartCloud Notes Traveler Services

1.1.2 IBM Connections Cloud S2

- All features of Connections Social Cloud
- All the features of Connections Meetings Cloud (enterprise deployment)
- All the features of Connections Chat Cloud

1.1.3 IBM Connections Social Cloud

- Social Dashboard – A single view of Client's social business network with access to applications and meetings, and a view of events and content for access to in progress work items, support forums, profile and storage information.
- People – Manage Client's profile and contacts across Client's business network inside and outside of Client's organization.
- File storage and sharing – The ability to upload and store files in a centralized library, where files may be access controlled to be private or shared with individual users or groups, as readers or authors. File information such as updates, version history, comments, download history, tagging and file check-in/check-out is provided. Plug-ins to support desktop to cloud file transfer are available for download.
- Communities, Blogs, and Wikis – The ability to work together with people with shared files, activities, and bookmarks, create and share new communities with customized permissions, search for content across communities, send community emails, create and manage community surveys, create wikis, blogs and ideation blogs, and discussion forums.
- Activities – A team space for tasks such as tracking to-dos, information and actions around a topic or meeting.
- Instant Messaging – Real time communication with individuals and groups, see availability for Client's contacts, create custom groups, and contact information.
- 1TB Personal Files storage, 50GB Community storage, 5GB Wiki storage
- Mobile apps for IBM Connections and IBM Chat

- Guest Access – The ability to invite guests who can collaborate and work on content shared with them with a subset of the service's social collaboration and meeting capabilities.

1.1.4 IBM Connections Social Cloud Basic

- Social Dashboard – A single view of Client's social business network with access to applications and meetings, and a view of events and content.
- People – Manage Client's profile and contacts across Client's business network inside and outside of Client's organization.
- Communities, Blogs, and Wikis – The ability to work together with people with shared files, activities, and bookmarks, create and share new communities with customized permissions, search for content across communities, send community emails, create and manage community surveys, create wikis, blogs and ideation blogs, and discussion forums.
- 25MB Personal Files storage, 50GB Community storage, 5GB Wiki storage
- Mobile apps for IBM Connections

1.1.5 IBM Connections Files Cloud

The ability to upload, store and share files in a centralized library, where files may be access controlled to be private or shared with individuals or groups, as readers or authors. Client can manage its profiles and contacts across Client's business network inside and outside of its organization and invite guests to view or work on content shared with them. Plug-ins are available to let Client transfer files between desktop and cloud, and mobile apps let Client access files from mobile devices. Selected Files are synchronized across each user's desktop and mobile devices. Includes 1 TB of storage.

1.1.6 IBM Connections Meetings Cloud

Online web meeting via an always ready, on-demand reservation-less meeting room with application and desktop sharing, support of multiple presenters, polling, chat. This service can be purchased to host meetings up to 14 attendees, up to 199 attendees, or up to 999 attendees. It's also available for purchase as Enterprise Deployment where internal attendees have a subscription to the service. All meetings allow attendees from outside Client's company without restriction.

1.1.7 IBM Connections Chat Cloud

Instant messaging with contact list, presence, and point-to-point audio video calls, accessible through the browser, Notes embedded client, stand-alone client, or the mobile app.

1.1.8 IBM Verse

- Web-based mail, calendar and contact information in the cloud, including tracking of actions that need attention, analytics based identification of important people and content, in depth search, in line preview of attachments and Connections Files, team analytics services, support for mail threads, and entitlement to IBM Notes client (includes software download).
- 50 gigabytes of mail box storage allocated for each Cloud Service user
- Spam and anti-virus protection
- Integrated instant messaging
- Ability to upload, store and share personal files
- 30 gigabytes Personal File storage
- Post and view status updates
- Create profile and work with profiles in Client's organization and network
- Mobile applications for Verse
- Access to email via either IBM Verse or SmartCloud Notes web experience
- Includes one entitlement for IBM Domino Enterprise Client Access per Verse user. This allows users IBM Notes client access to IBM Verse and IBM SmartCloud Notes and IBM Domino applications on-premises.
- Client is permitted to use Domino Enterprise Server for the following purposes without charge:
 - Pass Through Server
 - Directory Synchronization

- Room & Reservations
- Mail Routing
- Third Party applications used exclusively for mail purposes (for example, antivirus, antispam, data loss protection, advanced threat protection, archiving/compliance)
- Mail in databases
- Shared Mailboxes
- Traveler
- Any other use of Domino Enterprise Server by Client will require entitlement purchased separately.
- Mailboxes are provided for use by individual Authorized Users and are not to be used for aggregation of mailboxes or other bulk mail purposes.
- Daily limit on volume of messages sent by Authorized Users is 5000 messages per day and no more than 500 messages within a 15 minute time period. Once either limit is reached, an Authorized Users mail sending requests can be temporarily suspended.

1.1.9 IBM SmartCloud Notes

- IBM Notes client (includes software download) and web-based mail, calendar and contact information in the cloud including type-ahead addressing, custom mail folders, mail and calendar delegation. Client's company account can be set up in a service only or hybrid configuration (hybrid configuration integrates with an on-premises Domino environment).
- Integrated instant messaging
- Spam and anti- virus protection
- 50 gigabytes of mailbox storage allocated for each Cloud Service user
- Includes one entitlement for IBM Domino Enterprise Client Access per SmartCloud Notes user. This allows users either browser or IBM Notes client access to IBM SmartCloud Notes and IBM Domino applications.
- Client is permitted to use Domino Enterprise Server for the following purposes without charge:
 - Pass Through Server
 - Directory Synchronization
 - Room & Reservations
 - Mail Routing
 - Third Party applications used exclusively for mail purposes (for example, antivirus, antispam, data loss protection, advanced threat protection, archiving/compliance)
 - Mail in databases
 - Shared Mailboxes
 - Traveler
- Any other use of Domino Enterprise Server by Client will require entitlement purchased separately.
- Mailboxes are provided for use by individual Authorized Users and are not to be used for aggregation of mailboxes or other bulk mail purposes.
- Daily limit on volume of messages sent by Authorized Users is 5000 messages per day and no more than 500 messages within a 15 minute time period. Once either limit is reached, an Authorized Users mail sending requests can be temporarily suspended.

1.1.10 IBM SmartCloud Notes Entry

- Web only browser-based access to email, calendar, and contact information in the cloud including type-ahead addressing, custom mail folders, mail and calendar delegation.
- 1 GB mailbox (standard, service-provided mail template only)
- Spam and anti-virus protection
- IBM SmartCloud Notes Entry does not include offline access, IMAP-based access, use of IBM Notes client, or the ability to contract optional services for migration of existing mail into the service. It does not permit subscribers to use Blackberry services with their account.

- Includes one fixed term license for IBM Domino Enterprise Client Access per SmartCloud Notes Entry user. This allows users browser access to IBM SmartCloud Notes and IBM Domino applications on-premises.
- Client is permitted to use Domino Enterprise Server for the following purposes without charge:
 - Pass Through Server
 - Directory Synchronization
 - Room & Reservations
 - Mail Routing
 - Third Party applications used exclusively for mail purposes (for example, antivirus, antispam, data loss protection, advanced threat protection, archiving/compliance)
 - Mail in databases
 - Shared Mailboxes
 - Traveler
- Any other use of Domino Enterprise Server by Client will require entitlement purchased separately.
- Mailboxes are provided for use by individual Authorized Users and are not to be used for aggregation of mailboxes or other bulk mail purposes.
- Daily limit on volume of messages sent by Authorized Users is 5000 messages per day and no more than 500 messages within a 15 minute time period. Once either limit is reached, an Authorized Users mail sending requests can be temporarily suspended.

1.1.11 IBM Web Mail Cloud

- Web based mail, calendar, and contacts with Inbox that contains message view, system-created and user-created folders, ability to drag and drop messages into folders. Support for personal and company calendars and contact lists.
- 25 gigabytes of mailbox storage allocated for each user

1.1.12 IBM Connections Cloud Priority Support

A premium level of support including priority handling and more rapid response to reported issues.

1.1.13 IBM Connections Cloud Premier Support

All of the features of Priority Support plus a local language speaking Premier Support Manager, proactive support and customized deliverables.

1.1.14 IBM Cloud Migration Service for Notes

A one time set-up in which remotely delivered services provide support for migrating Notes email, calendar, and contacts.

1.1.15 Mobile

Native mobile applications are available in the respective app stores for IBM Connections, IBM Chat, IBM Meetings, and IBM Traveler for SmartCloud Notes.

1.2 Optional Services

	Cloud S1	Cloud S2	Social	Files	Meetings	Verse	Notes	Notes Entry
Connections Docs	✓	•	•	•	N/A	•	N/A	N/A
Connections Meetings Audio	•	•	N/A	N/A	•	N/A	N/A	N/A
Traveler for SmartCloud Notes	✓	N/A	N/A	N/A	N/A	✓	•	•
Connections Compliance Entry for Mail	•	N/A	N/A	N/A	N/A	•	•	•

	Cloud S1	Cloud S2	Social	Files	Meetings	Verse	Notes	Notes Entry
Connections Compliance for Mail	•	N/A	N/A	N/A	N/A	•	•	•
Connections Compliance for Social	•	•	•	•	N/A	N/A	N/A	N/A
Additional Collaboration Storage	•	•	•	•	N/A	•	N/A	N/A
Connections Engagement Center on Cloud	•	•	•	N/A	N/A	N/A	N/A	N/A

- ✓ Included
- Available
- N/A Not Available

1.2.1 IBM Connections Docs Cloud

Word processing, spreadsheet and presentation editors, with real-time co-editing support, and contextual commenting and discussions, with file version management from IBM Connections Social Cloud.

1.2.2 IBM Connections Meetings Audio Cloud

Audio conferencing in web meetings for VoIP, toll and toll-free dialing, where all users can dial in from a computer or phone and hear and speak, and record and playback the meeting. A listing of zones and associated countries are available here: https://www-10.lotus.com/ldd/bhwiki.nsf/dx/Calling_Zone_Details_for_Connections_Cloud_Meetings. Client can subscribe to this wiki to receive notice of any updates.

1.2.3 IBM SmartCloud Notes Traveler Services

Delivery of mail, calendar and contacts to supported mobile devices. Support for two-way, push, manual, or scheduled syncing for email, electronic calendars, and electronic contacts for the supported devices.

1.2.4 IBM Connections Compliance for Mail

Email archive and eDiscovery features that enables Clients to classify, index, search and retrieve all or portions of mail content using a web interface with retention policies, legal holds, audit trail and unlimited storage.

1.2.5 IBM Connections Compliance Entry for Mail

Email archive and eDiscovery features that enables Clients to classify, index, search and retrieve all or portions of mail content using a web interface with retention policies, legal holds, audit trail with 3GB storage per user, aggregated across the Client's organization.

1.2.6 IBM Connections Compliance for Social

Active compliance with real-time monitoring to enable active policy enforcement for Connections Social content, Files and Social content to archive for retention policies, legal holds and audit trails.

1.2.7 Additional Collaboration Storage

Additional collaboration storage.

1.2.8 IBM Connections Engagement Center on Cloud

Digital workspace hub that provides employees with access to content and resources, such as corporate news, content, links to resources, files and events, that are tailored to each individual's role or location, and are integrated with and build on the social collaboration tools and content from IBM Connections Social Cloud.

1.2.9 IBM Mail Dual Entitlement

- Subscription to IBM Verse
- Entitlement to use IBM Domino Messaging Client Access License, IBM Domino Messaging Server

1.2.10 IBM Mail Dual Entitlement plus Applications

- Subscription to IBM Verse
- Entitlement to use IBM Domino Enterprise Client Access License, IBM Domino Enterprise Server

1.2.11 IBM Mail Dual Entitlement plus Applications and S1

- Subscription to Connections Cloud S1
- Entitlement to use IBM Domino Enterprise Client Access License, IBM Domino Enterprise Server

1.2.12 IBM Dual Entitlement for Mail and Social Collaboration

- Subscription to Connections Cloud S1
- Entitlement to use IBM Domino Enterprise Client Access License, IBM Domino Enterprise Server, IBM Connections, IBM Sametime Complete

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 to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

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

IBM Connections Files Cloud	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1414523813636
IBM Connections Compliance Entry for Mail	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=D4DB08D0898C11E6A66B8253C435768F
IBM Connections Docs Cloud	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413345348370
IBM Connections Cloud S1	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1414503668819
IBM SmartCloud Notes Entry	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=5F9C111081FD11E49803C6F06C4301C6
IBM Connections Compliance for Social	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=6E3F3690070B11E69D95DC1E5200D075
IBM Connections Cloud S2	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1414503365507
IBM Connections Social Cloud	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1414523173770
IBM SmartCloud Notes (Also known as Verse Client)	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413344834761
IBM Connections Compliance for Mail	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=CCEF33A082D911E49803C6F06C4301C6
IBM Traveler for SmartCloud Notes	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=4F56B3B082D311E49803C6F06C4301C6

IBM Connections Meetings Audio Cloud	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=2C715D107BED11E4823A55714FDB4202
IBM Connections Meetings Cloud	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413345082632
IBM Connections Chat Cloud	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413345000881
IBM Verse (client)	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1415843303399
Connections Engagement Center on Cloud	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=6F0AFF60ACD611E7A9EB066095601ABB

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides 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:

- Authorized User is a unique user authorized to access to the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Minute is the total number of minutes of use, rounded to next whole minute, 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 Enabling Software

The Cloud Service contains the following Enabling Software:

- IBM Domino Enterprise Client Access
- The following mobile applications:
- IBM Connections
- IBM Chat
- IBM Meetings
- IBM Traveler for SmartCloud Notes

5.2 Non-IBM Services (Provided As-Is)

If Client transmits content to or makes use of a Third-Party website or other service that is linked to or made accessible by the Cloud Service, Client provides IBM with consent to enable any such transmission of content, but such interaction is solely between Client and the Third-Party website or service and pursuant to any terms between Client and such Third-Party website or service. IBM does not provide, make any warranties or representations about or have any physical or contractual control of, such Third-Party website or services, including but not limited to the existence or non-existence of any security protections and compliance with applicable privacy regulations. IBM shall have no liability for such Third-Party sites or services.

5.3 Content Filtering

IBM SmartCloud Notes and IBM Web Mail Cloud employ tools to monitor the Cloud Services, investigate spam and virus attacks, and apply proprietary as well as industry standard technology measures in order to block or filter Content that appear to be unsolicited, bulk and/or malicious in nature. IBM reserves the right (but shall have no obligation) to block communications from other entities on the Internet, pre-screen, review, flag, filter, modify, refuse or remove any or all Content. These tools will be employed for Client's domain only when: 1) Client requests IBM to activate the tools for such domain, and 2) 50% of the users associated with that domain are active in the Cloud Service.

5.4 Data Retrieval and Removal

During the term of the Cloud Service, Client may extract Content via the following methods:

- API access via the Social Business toolkit (<https://www.ibm.com/social>).
- SmartCloud Notes data is available through client side replication.
- User preference data and other meta-data such as, but not limited to email signatures, mail forwarding rules, mail filters, calendar display options, etc. is not available via API.

Following expiration or termination of the Cloud Service, Client Content, including user preference data and other meta-data such as, but not limited to email signatures, mail forwarding rules, mail filters, calendar display options, etc. can be provided by IBM in the agreed upon format on a time and materials basis. IBM must receive written notification of the need for Content prior to but no later than the end of the subscription period. If Client does not request return of Content, IBM shall remove such Content (including Client Personal Data) as stated in the applicable Data Sheet.

5.5 Step Up

Cloud Services designated on a TD as Step Up are only available for existing IBM on-premises licensees with Subscription and Support for the associated IBM program that is active during the subscription of the Step Up Cloud Service and equivalent to the number of Cloud Service subscriptions.

5.6 Oracle Terms applicable to Connections Docs and Connections Meetings

The Cloud Services include Outside In filtering and document viewing technology (the "Outside In Technology") supplied by Oracle USA, Inc. ("Oracle"). The term "Outside In Technology" includes any technology licensed to Oracle by its suppliers. As used in this Service Description and the agreement to which it is subject, the term "IBM supplier" shall be deemed to include Oracle and its suppliers. In addition to the terms and conditions of this Service Description and the agreement to which it is subject, as a condition of using the Outside In Technology, Client specifically agrees as follows: (1) Oracle USA, Inc. is a third party beneficiary to this Service Description and the agreement to which it is subject, (2) Client

may only transfer subscriptions to the Cloud Service by providing advance written notice to IBM and otherwise subject to the terms of the Service Description and the agreement to which it is subject, (3) Client may not publish the results of benchmark tests run on the Outside In Technology without prior written permission, (4) IBM may inform IBM suppliers of compliance verification results relating to such IBM suppliers' components, (5) To the extent allowed under applicable law, the Uniform Computer Information Transactions Act ("UCITA") does not apply.

5.7 Dual Entitlement Offerings

Dual Entitlement offerings are subject to the terms specified in the Terms of Use – General Terms for Cloud Offerings as well as the following additional terms and restrictions:

- a. For Dual Entitlement offerings that include IBM Domino Enterprise Server, Client may deploy an unlimited number of IBM Domino Enterprise Servers to support delivery of Domino applications on-premise for Authorized Users of the Dual Entitlement Offerings for no additional charge. If Client previously acquired CEO licenses giving the right to use one or more of the Programs provided by the Dual Entitlement offering, then while subscribed to the Cloud Service acquired using Dual Entitlement offerings, the entitlement quantity designated on Client's PoE will count towards the requirement for Client to maintain a sufficient quantity of CEO licenses for all applicable CEO Users within Client's Enterprise as stated in the first paragraph of Section 3.7 – CEO Product Categories of the IBM International Passport Advantage Agreement (Z125-5831-09).
- b. If Client has S&S in effect for previously acquired Program licenses and are the same Programs identified in the description of the Dual Entitlement services specified in Section 1, IBM agrees to provide Client, at no additional charge, continued S&S for an amount not to exceed an equivalent number of Program licenses as Cloud Service entitlements, subject to the terms of the applicable Agreement for those licenses, for the duration of Client's subscription to the Dual Entitlement offering.

If the quantity of entitlements for the Dual Entitlement offering is less than all of Client's Program licenses for each such Program, Client will be responsible for renewing S&S for the remaining Program licenses.

If Client chooses to continue using all or a portion of their previously acquired Program licenses for which S&S fees were not charged following the end of the subscription to the Dual Entitlement offering, Client may continue to use Program upgrades received during Client's Cloud Service subscription after expiration or termination of the Cloud Service. Client can resume Client's S&S for the previously acquired Programs by ordering and paying for Software Subscription and Support Reinstatement.