

IBM Intelligent Operations Center on Cloud

This Service Description describes the Cloud Service IBM provides to Client. Client means the company 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 Intelligent Operations Center Standard User on IBM SmartCloud

Standard users have the following capabilities:

- Intelligent Operations Center (IOC) console – main interface that allows user to view events and event status, geospatial information (this requires integration to a GIS service, which is not provided with the IBM Cloud Service), and view reports for historic trend analysis, optimizing resource deployment and on Key Performance Indicators chosen by the user (KPIs)
- Allows users to view results from analytics based on time and location of events or other data processed by the IBM Cloud Services on a map
- Allows users to pull up events based on data processed by the IBM Cloud Service
- Allows users to view reports about events or data captured in the IOC console
- Allows users to execute Standard Operating Procedures that can help automate a standard response to an event, KPI threshold, or condition defined in a report
- Allow users to have an “at-a-glance” summary of information across all events in a city

1.2 IBM Intelligent Operations Center Mobile User on Cloud

Mobile Users do not have access to any Capability of the Standard Users with the follow exceptions:

- Mobile users may access the Intelligent Operations Center console for read-only access, except that Mobile users have the following read/write access to the Standard Operating Procedures:
 - Using the Intelligent Operations Center console, Mobile users may start, stop or skip Standard Operating Procedure steps and may add comments or references to a step in an active Standard Operating Procedure
- Mobile Users may access Application Programming Interfaces defined in the Intelligent Operations Center Programming Guide through IBM provided or third party alternative interfaces such as a native mobile application

1.3 IBM Intelligent Operations Center Consumer User on IBM SmartCloud

- Consumer Users have the ability to submit service requests, and view the status of their request
- Consumer Users do not have access to any capability of the Standard User

1.4 IBM Intelligent Operations Center Managed Object on Cloud

- A Client must obtain at least one Standard User as a prerequisite to obtaining Managed Object on Cloud
- An IBM Intelligent Operations Center Managed Object allows the system to ingest data and optionally take action against a tangible object that is individually identified in the program
- The tangible object types that the IBM Intelligent Operations Center Managed Object on Cloud will cover for a specific Client will be specified in a Transaction document as a “Managed Object”
- IBM Intelligent Operations Center Managed Object on Cloud may track non-Managed Object data sources as well which will not be subject to a separate charge

2. Security Description

This Cloud Service follows IBM's data security and privacy principles for IBM SaaS which are available at <https://www.ibm.com/cloud/resourcecenter/content/80> and any additional terms provided in this section. Any change to IBM's data security and privacy principles will not degrade the security of the Cloud Service.

2.1 Regulated Content

This Cloud Service is not designed to any specific security requirements for regulated content, such as personal information or sensitive personal information. Client is responsible to determine if this Cloud

Service meets Client's needs with regard to the type of content Client uses in connection with the Cloud Service.

2.2 Data Collection

Client is aware and agrees that IBM may, as part of the normal operation and support of the Cloud Service, collect personal information from Client (your employees and contractors) related to the use of the Cloud Service, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our Cloud Service for the purpose of improving user experience and/or tailoring interactions with Client. Client confirms that it will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client's employees and contractors to access, update, correct or delete their collected personal information.

3. Service Level Objective

The service level objectives for this Cloud Service are:

- 99.5% availability outside of regularly scheduled maintenance windows.
- Maximum 5 second response time indicating web page activity is occurring.

Service level objectives are a goal and do not constitute a warranty to Client. There is no refund, credit, or other remedy available to Client in the event IBM does not meet the service level objectives.

4. Technical Support

Technical support for the Cloud Service is provided via IBM Client Success Portal: <https://support.ibmcloud.com>. IBM will make available the IBM Software as a Service Support Handbook which provides technical support contact information and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

| Severity | Severity Definition | Response Time Objectives During Support Hours |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| 1 | Critical business impact/service down: 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 1 hour |
| 2 | Significant business impact: A service feature or function is severely restricted in its use or Client is in jeopardy of missing business deadlines. | Within 2 business hours |
| 3 | Minor business impact: Indicates the service or functionality is usable and it is not presenting a critical impact on operations. | Within 4 business hours |
| 4 | Minimal business impact: An inquiry or non-technical request. | Within 1 business day |

5. Entitlement and Billing Information

5.1 Charge Metrics

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

- a. Concurrent User is a unit of measure by which the Cloud Service can be obtained. A Concurrent User is a person who is accessing the Cloud Service at any particular point in time. Regardless of whether the person is simultaneously accessing the Cloud Service multiple times, the person counts only as a single Concurrent User. Client must obtain entitlements for the maximum number of Concurrent Users simultaneously accessing the Cloud Service in any manner directly or indirectly (for example, via a multiplexing program, device, or application server) through any means during the measurement period specified in Client's PoE or Transaction Document.
- b. 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: 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 Client's PoE or Transaction Document.

- c. Eligible Participant is a unit of measure by which the Cloud Service can be obtained. Each individual or entity eligible to participate in any service delivery program managed or tracked by the Cloud Service is an Eligible Participant. Sufficient entitlements must be obtained to cover all Eligible Participants managed or tracked within the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- d. Item is a unit of measure by which the Cloud Service can be obtained. An Item is an occurrence of a specific item that is processed by, managed by, or related to the use of the Cloud Service. Sufficient entitlements must be obtained to cover every Item processed by, managed by, or related to the use of the Cloud Service during the measurement period specified in a PoE or Transaction Document.

For the Cloud Service, each unique tangible managed object that is processed by, managed by, or related to the use of the Cloud Service is an Item.

5.2 Partial Month Charges

A partial month charge as specified in the Transaction Document may be assessed on a prorated basis.

5.3 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, Client will be charged for the overage as specified in the Transaction Document.

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. Links to Third Party Websites or Other Services

If Client or the Cloud Service User transmits Content to a third party website or other service that is linked to or made accessible by the Cloud Service, Client and the Cloud Service User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Client and the third party website or service. IBM makes no warranties or representations about such third party sites or services, and shall have no liability for such third party sites or services.