

## Service Description

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### IBM Blueworks Live

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

IBM Blueworks Live is a software-as-a-service solution that provides a collaborative environment for capturing, documenting, modeling, and optimizing business processes and decisions.

The Cloud Service is sold based on authorized user access types as follows:

- a. Editor user has access to all product features and functions. Editor users are able to collaboratively create, diagram and make changes to business process and decision models.
- b. Contributor user is able to see, comment on and add documentation to business process and decision models. Contributor users cannot create or edit business process models or business decision models.
- c. Viewer user can view shared business process models. Viewer users cannot participate in, comment on, or contribute to work and do not have access to spaces, blogs or activity streams.

Editor and Contributor user entitlements are sold individually. Viewer user entitlements are available in packs of 500. Client must designate at least one Editor user or one Contributor user as the Cloud Service administrator. An administrator will have administrative privileges that include the ability to monitor the amount and type of user entitlements acquired and the total number of entitlements deployed.

An administrator and Editor users can invite new users to access the Cloud Service. Each user designated as either an Editor, Contributor or Viewer will account for one purchased entitlement of that user type. When a user no longer requires access to the Cloud Service, the specific user type entitlement may be permanently assigned to another user requiring the same user access type, or may be assigned at a future date when needed. When all entitlements for a given user type have been assigned, Client must acquire additional entitlements for the applicable user type in order to grant access to a new user. The Cloud Service tracks the number of entitlements for each user type and will not enable access beyond the number of entitlements acquired.

#### 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 principals will not degrade the security of the Cloud Service.

#### 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 of an event that has impacted the Cloud Service availability. 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 three 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.

### 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)
<99%	2%
<97%	5%
<95%	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.

Example: 500 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month – 500 minutes Downtime = 42,700 minutes <hr style="width: 50%; margin: 10px auto;"/> 43,200 total minutes	= {2%} Availability credit for 98.8% availability during the contracted month
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## 4. Technical Support

Technical support for the Cloud Service is provided via email and an online problem reporting system. Information about the technical support offering is provided in the IBM Software as a Service Support Handbook which is available at <https://www.ibm.com/software/support/handbook.html>. 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 business 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:

- 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 Transaction Document.

## **5.2 Partial Month Charges**

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

## **6. Term and Renewal Options**

The term of the Cloud Service begins on the date IBM notifies Client of Client's 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.