

Service Description

IBM OpenPages GRC 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

IBM OpenPages GRC on Cloud is a service that provides Clients with a toolset designed to help identify, manage, monitor, and report on risk and compliance initiatives, enterprise-wide.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 Base Subscription

Client must acquire an entitlement to one of the GRC Editions described below as well as GRC Data Storage.

IBM OpenPages GRC Starter Edition on Cloud

An IBM OpenPages GRC Starter Edition on Cloud entitlement provides a configuration of the Cloud Service that supports a transactional volume upwards of approximately 200 IBM OpenPages GRC Business Users.

IBM OpenPages GRC Basic Edition on Cloud

An IBM OpenPages GRC Basic Edition on Cloud entitlement provides a configuration of the Cloud Service that supports a transactional volume upwards of approximately 1,000 IBM OpenPages GRC Business Users.

IBM OpenPages GRC Classic Edition on Cloud

An IBM OpenPages GRC Classic Edition on Cloud entitlement provides a configuration of the Cloud Service that supports a transactional volume upwards of approximately 5,000 IBM OpenPages GRC Business Users.

IBM OpenPages GRC Data Storage on Cloud

An IBM OpenPages GRC Data Storage on Cloud (a required component) entitlement provides for the storage of GRC data for Client's instance of the Cloud Service. Storage will be sold in allotments of 150 Gigabytes.

1.1.2 GRC Solutions

Client must acquire entitlement to at least one of the GRC Solutions described below.

IBM OpenPages Financial Controls Management on Cloud

IBM OpenPages Financial Controls Management on Cloud is a tool that helps Clients document and manage financial controls and related processes associated with financial reporting regulations.

IBM OpenPages Operational Risk Management on Cloud

IBM OpenPages Operational Risk Management on Cloud is a tool that helps Clients automate the process of identifying, measuring, and monitoring operational risk. It combines risk data, which can include risk and control self-assessments, loss events, scenario analysis, external losses, and key risk indicators, into a single integrated module.

IBM OpenPages IT Governance on Cloud

IBM OpenPages IT Governance on Cloud is a tool that helps Clients align IT operations management with their corporate business initiatives, strategy, and regulatory requirements.

IBM OpenPages Policy and Compliance Management on Cloud

IBM OpenPages Policy and Compliance Management on Cloud is a tool that helps Clients consolidate policy and compliance management, automate a policy management lifecycle, as well as manage regulatory change and regulator interaction.

IBM OpenPages Internal Audit Management on Cloud

IBM OpenPages Internal Audit Management on Cloud is a tool that helps Clients automate and manage internal audits and conduct broader risk and compliance management activities.

Features include:

- a. Audit planning
- b. Workpaper management
- c. Time and expense reporting
- d. Audit report and wrap-up

IBM OpenPages Model Risk Governance on Cloud

IBM OpenPages Model Risk Governance on Cloud is a tool that helps Clients manage the governance of their models.

IBM OpenPages Regulatory Compliance Management on Cloud

IBM OpenPages Regulatory Compliance Management on Cloud is a tool that helps Clients align regulatory data to internal data and taxonomies and evaluate the impact of regulatory obligations.

IBM OpenPages Vendor Risk Management on Cloud

IBM OpenPages Vendor Risk Management on Cloud is a tool that helps Clients manage third-party compliance and risks as well as understand how each vendor or engagement relates to business processes.

1.1.3 User Roles

IBM OpenPages GRC Administrator User on Cloud

IBM OpenPages GRC Administrator User on Cloud (at least one is required) users are permitted to access all administrative functions as well as all entitled GRC capabilities of the Cloud Service.

IBM OpenPages GRC Business User on Cloud

IBM OpenPages GRC Business User on Cloud users are permitted to interact fully with all entitled GRC capabilities of the Cloud Service.

IBM OpenPages GRC Limited User on Cloud

IBM OpenPages GRC Limited User on Cloud users are individually limited to one of the following categories of use with the entitled GRC capabilities of the Cloud Service:

- a. Light touch: use the Cloud Service to perform business functions that require access to a limited set of subcomponents (not to exceed 3);
- b. Infrequent use: use the Cloud Service to perform periodic business functions that occur monthly, quarterly or on an annual basis (not ad hoc and cannot be more frequent than monthly); or
- c. Read-only: use the Cloud Service to only view data and reports.

IBM OpenPages GRC Single-Function User on Cloud

IBM OpenPages GRC Platform Single-Function User on Cloud users are individually limited to use one subcomponent of the entitled GRC capabilities of the Cloud Service to perform a specific business function including but not limited to responding to automated, periodic questions via predefined forms, accessing policy management objects for the express purpose of attesting to their understanding and acceptance of a policy or creating loss event objects. This does not include accessing reports.

1.2 Optional Services

1.2.1 Additional Instances

IBM OpenPages GRC Non-Production Instance on Cloud

IBM OpenPages GRC Non-Production Instance on Cloud provides a Non-Production instance of the Cloud Service for internal development and testing activities.

1.2.2 Additional Applications

IBM OpenPages Loss Event Entry on Cloud

IBM OpenPages Loss Event Entry on Cloud application provides an interface through which infrequent or non-provisioned users can submit operational risk loss events into the Cloud Service without being exposed to the full business user experience.

IBM OpenPages GRC SDI Connector for UCF Common Controls Hub on Cloud

IBM OpenPages GRC SDI Connector for UCF Common Controls Hub on Cloud application provides the ability to import regulatory content, such as new regulations and controls, from the Unified Compliance Framework (Client must acquire a UCF Common Controls Hub subscription) into the Cloud Service.

1.3 Acceleration Services

1.3.1 Set Up Services

Client must acquire either the IBM OpenPages GRC New Client Jump Start on Cloud or the IBM OpenPages GRC Existing Client Jump Start on Cloud.

IBM OpenPages GRC New Client Jump Start on Cloud

IBM OpenPages GRC New Client Jump Start on Cloud provides services for the initial implementation of the Cloud Service for Clients completely new to OpenPages GRC.

Support for configuring/extending or later adding GRC Solutions for the Cloud Service is available through separate Statements of Work (SOWs) with IBM OpenPages Services.

A Statement of Work (SOW) is required for other Client-specific activities such as the following:

- a. Setting up the business entity hierarchy
- b. Implementing user-based security
- c. Assisting with data loading
- d. Other Client-specific activities

IBM OpenPages GRC Existing Client Jump Start on Cloud

IBM OpenPages GRC Existing Client Jump Start on Cloud provides services for the initial implementation of the Cloud Service for Clients that are bridging from an existing OpenPages GRC Platform on-premise deployment.

Support for extending or adding additional GRC Solutions to the Cloud Service is available through separate Statements of Work (SOWs) with IBM OpenPages Services.

A Statement of Work (SOW) is required to migrate existing Client data or other Client-specific activities.

1.3.2 Remotely Delivered Services

IBM OpenPages GRC Custom Deployment Services on Cloud

IBM OpenPages GRC Custom Deployment Services on Cloud is a remotely delivered service that provides 40 hours of IBM OpenPages Services engagement time to assist Clients who wish to deploy extensions to the Cloud Service.

The following are examples of activities performed as part of this engagement:

- a. Coordinating with the Client
- b. Collecting the extensions to deploy and reviewing the instructions from the Client
- c. Deploying the Client-specific extensions
- d. Reviewing logs to confirm proper deployment of the extensions

Client must use all hours within 1 year of purchase or before Client's subscription term ends without a subsequent renewal, whichever is earlier.

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=79E08A8001B011E7982D0C38141F4056>

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:

- a. Application is a uniquely named software program developed by or made available to access or used by the Cloud Services.
- b. 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.
- c. Gigabyte (GB) is defined as 2 to the 30th power bytes of data processed by, used, stored or configured in the Cloud Services.
- d. Instance is each access to specific configuration of the Cloud Services.
- e. Engagement is a professional or training service related to the 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 Backup

Backups are performed daily for production instances and as needed for non-production instances. IBM will retain a backup copy of Client's data for a maximum period of 3 years for production instances and up to 90 days for non-production instances. Client is responsible for configuring the Cloud Service security to

prohibit individual users from deleting data, and once the data is deleted Client acknowledges and agrees IBM is not obligated to recover the deleted data and, if available, may charge for such effort.

5.2 Cloud Service Expiration

Before expiration or termination of the Cloud Service, Client can use any of the provided reporting or export features of the Cloud Service to extract data. Custom data extraction services are available under a separate agreement.

Upon receiving a support request from Client within 30 days of the Cloud Service expiration or termination date, IBM will return to Client an electronic copy of Client's content in the native application format.

5.3 Non-Production Limitation

If the Cloud Service is designated as "Non-Production", then it can only be used for internal non-production activities, including but not limited to testing, performance tuning, fault diagnosis, internal benchmarking, 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 purposes without acquiring the appropriate production entitlements.

5.4 Restrictions on Use for the Benefit of a Third Party

Client may not use the Cloud Service or any component thereof, including without limitation output data and reports produced by the Cloud Service to provide service bureau, hosting services, or any sort of commercial information technology services to third parties, unless otherwise agreed to in writing by IBM.