

Service Description

IBM Digital Experience Plus on Cloud

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party 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

The Cloud Service provides a managed digital experience platform for building and managing multi-channel sites for customers, partners and employees. The Cloud Service includes portal, web content management, syndication and integration capabilities.

The Cloud Service includes a software-based VPN connection to Client site for secure and encrypted access to the operating environments.

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 Clients needs with regard to the type of content Client uses in connection with the Cloud Service.

1.1 IBM Digital Experience Plus on Cloud

This Cloud Service includes a dedicated Production runtime operating environment and an Authoring environment comprising IBM WebSphere Portal and IBM Web Content Manager to create and manage web content and related workflows. In addition, the Cloud Service also provides a QA environment for testing any custom code and a pre-production Staging environment for release management.

1.1.1 Client Success Management Services

IBM provides up to ten (10) hours per week of remotely delivered assistance services comprising client success management for the Cloud Service. These services include, but are not limited to, advising about planned or emergency maintenance activities, assisting in resolution and providing advice on outages, advising about new product capabilities and deployment best practices, introducing other IBM experts where appropriate, gathering Client feedback on the service, and in general, acting as a Client advocate during the term of the subscription.

1.2 Setup and On-demand Setup Services

IBM Digital Experience Plus on Cloud Setup and IBM Digital Experience Plus on Cloud On-demand Setup services provide up to 40 hours of an "On-boarding Coordinator", whose objective is to ensure that Client is successfully set up on Digital Experience Plus on Cloud. These services include introducing the Client to the service and support mechanisms, gathering configuration data for VPN and SAML integration, reviewing Client deployment plans, advising on available documentation, education, and support; and assisting with the coordination of Client and IBM teams during initial setup.

1.3 Optional Features

1.3.1 IBM Digital Experience Plus on Cloud Additional Capacity

IBM Digital Experience Plus on Cloud Additional Capacity may be acquired to expand the compute capacity of the Cloud Service by 2 virtual CPUs per instance.

2. Content and Data Protection

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options. Client

acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

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

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1404408577471>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

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 that there is a critical business impact and the Cloud Service is not available. 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 3 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.

For bundled Cloud Services (individual Cloud Service offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled Cloud Service, and not the monthly subscription fee for each individual Cloud Service. Client may only submit claims relating to one individual Cloud Service in a bundle at a given time.

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)
Less than 99.9%	2%
Less than 99%	5%
Less than 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.

4. Technical Support

Technical support for the Cloud Service is provided via email and an online problem reporting system. IBM's software as a service support guide available at https://www.ibm.com/software/support/saas_support_guide.html provides technical support contact and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

5. Entitlement and Billing Information

5.1 Charge Metrics

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

- Engagement is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the Cloud Service. Sufficient entitlements must be obtained to cover each Engagement.
- Instance is a unit of measure by which the Cloud Service can be obtained. An Instance is access to a specific configuration of the Cloud Service. Sufficient entitlements must be obtained for each Instance of the Cloud Service made available to access and use during the measurement period specified in Client's PoE or Transaction Document.

5.2 Set-Up Charges

A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

An on-demand set-up charge, if ordered, will be billed at the rate specified in the Transaction Document for each setup service.

5.3 Billing Frequency

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

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. Renewals are subject to an annual price increase as specified in a quote. In the event the automatic renewal is after receipt of an IBM notice of a withdrawal of the Cloud Service, the renewal term will end the earlier of the end of the current renewal term or the announced withdrawal date.

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. Additional Terms

7.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

7.2 Enabling Software

The Cloud Service requires the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service. Enabling software is provided "AS-IS".

IBM WebSphere Portal Server and IBM Web Content Manager (Portal) are distributed with this Cloud Service, and can only be deployed as part of Client's internal Development and Test environments 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 Portal using published application programming interfaces. Client is not authorized to use any part of Portal for any other purposes without acquiring the appropriate production entitlements separate from Client's subscription to the Cloud Service.

7.3 Links to Third-Party Websites or Other Services

If Client or a 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.

7.4 Client-supplied Code and Tests

Client may supply custom code for deployment on the Cloud Service. The supplied code must conform to the required format and supported content, as described in the documentation for the Cloud Service offering.

Client warrants that they have the right to supply the code to IBM for deployment on the service.

Client is responsible for the functionality of the supplied code, including any 3rd party services used by the code.

Client may not run any kind of performance stress tests on the Cloud Service.

7.5 Use of Content

Client is responsible for obtaining all necessary permissions to use, provide, store and process content in the Cloud Service and support, and grants IBM permission to do the same.

7.6 Support for Assets from IBM Collaboration Solutions Catalog

IBM, at Client's request, may install and configure assets from the IBM Collaboration Solutions Catalog (also known as IBM Green House, https://greenhouse.lotus.com/plugins/plugincatalog.nsf/home_full.xsp) on the Cloud Service. All these assets (including, but not limited to, Content Template Catalog, Site Builder and Script Portlet) are subject to the terms and conditions specified on IBM Collaboration Solutions Catalog, and Client's use of these assets with the Cloud Service constitutes acceptance of those terms. Support for use of these assets with the Cloud Service is provided by IBM on a commercially reasonable basis. Furthermore, it is not guaranteed that content created using any of these assets will function correctly when the Cloud Service is upgraded. Any such upgrade is performed without manual migration of the Client-created content using these assets, and such migration remains the responsibility of the Client.