

### IBM Cognos Business Intelligence on Cloud

This Service Description describes the Cloud Service IBM provides to Client. Client means and includes the company, its authorized users or 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 Cognos Business Intelligence on Cloud

The Cloud Service is hosted in a SoftLayer data center and Client will have access the most current functionality of IBM Cognos Business Intelligence software to develop dashboards, interactive reports, custom analysis, ad-hoc queries, create new reports, view scheduled reports and consume active reports via web browser. The Cloud Service provides interactive OLAP exploration and allows a Client to create and format a wide variety of report types, including lists, cross tabs, charts, and financial statement style. The Cloud Service extends consumption of reports with a broad range of mobile devices including Apple iPhone, Android, and tablets.

##### 1.2 IBM Cognos Business Intelligence Workgroup on Cloud

This Cloud Service provides user access to IBM Cognos Business Intelligence for production use. The Cloud Service allows for a maximum of 100 GB of storage for user generated content.

##### 1.3 IBM Cognos Business Intelligence Workgroup Non-Production Instance on Cloud

This IBM Cloud Service is a one time subscription for a fixed three month term. It provides for non-production use for a maximum of 100 GB of storage for user generated content

##### 1.4 IBM Cognos Business Intelligence Standard on Cloud

The Cloud Service allows for a maximum of 250 GB of storage for user generated content as well as a minimum of three (3) IBM Cognos Business Intelligence Report Servers (Additional Report Servers can be purchased as an add-on). Additionally, the IBM Cloud Service includes a separate environment with an instance of IBM Cloud Service for pre-production use and use of a 10Gbps high-speed Direct Link between SoftLayer and Client's ISP.

##### 1.5 IBM Cognos Business Intelligence Enterprise on Cloud

The Cloud Service is hosted on bare metal servers and allows for a maximum of 500 GB of storage for user generated content as well as a minimum of five (5) IBM Cognos Business Intelligence Report Servers (Additional Report Servers can be purchased as an add-on). Additionally, the Cloud Service includes a separate environment with an instance of the Cloud Service for pre-production use and use of a 10Gbps high-speed Direct Link between SoftLayer and Client's ISP.

##### 1.6 IBM Cognos Business Intelligence Jump Start Service on Cloud

This Cloud Service can be purchased in conjunction IBM Cognos Business Intelligence Standard on Cloud and/or IBM Business Intelligence Enterprise on Cloud. Clients receive up to 50 hours of coaching and assistance including facilitated identification of an initial IBM Cognos Business Intelligence on Cloud (BloC) use case, coaching on the IBM Business Analytics Solution Implementation Methodology (BASIM) for Cognos BI, guidance on proven practices for IBM Cognos BloC reports, dashboards, and modeling, assistance connecting to an existing supported data source, and guidance on administration of IBM Cognos BloC. Any services not described above are outside the scope of the offering. IBM Cognos Business Intelligence on Cloud Jump Start offering must be used within 90 days of provisioning.

##### 1.7 Optional Add-Ons

The below add-ons are available to Clients entitled to the IBM Cognos Business Intelligence Standard on Cloud and IBM Cognos Business Intelligence Enterprise on Cloud offerings only

###### a. IBM Cognos Business Intelligence On Cloud Throughput Capacity

This Cloud Service provides for the provisioning of one (1) additional IBM Cognos Business Intelligence Report Server component. The IBM Cognos Report Server renders reports, in PDF, HTML,XLS, XML and CSV.

###### b. IBM Cognos Business Intelligence On Cloud Additional Storage

This optional Cloud Service provides an additional 250 GB of storage for user created content, beyond the maximum defined in the contracted Cloud Service.

## 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.

This Cloud Service is US-EU Safe Harbor certified. The Cloud Service is not designed for any sensitive personal health information regulated by government health regulations such as HIPAA.

## 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 is described for each applicable offering.

#### 3.2.1 IBM Cognos Business Intelligence Workgroup on Cloud

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee* for Contracted Month that is the subject of a Claim)
Less than 95%	2%

#### 3.2.2 IBM Cognos Business Intelligence Standard on Cloud

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee* for Contracted Month that is the subject of a Claim)
95.0% - 98.99%	2%
Less than 95%	5%

#### 3.2.3 IBM Cognos Business Intelligence Enterprise on Cloud

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee* for Contracted Month that is the subject of a Claim)
99.0% - 99.75%	2%
95.0% - 98-99%	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%.

Availability, expressed as a percentage, is calculated as: (a) the total number of minutes in a Contracted Month minus (b) the total number of minutes of Downtime in a Contracted Month divided by (c) the total number of minutes in a Contracted Month.

Example: 476 minutes total Downtime during Contracted Month

$\begin{array}{r} 43,200 \text{ total minutes in a 30 day Contracted Month} \\ - 476 \text{ minutes Downtime} \\ \hline = 42,724 \text{ minutes} \end{array}$	$\frac{42,724 \text{ minutes}}{43,200 \text{ total minutes}}$	$= 98.8\% \text{ Availability Credit for Standard \& 5\% Availability Credit for Enterprise for 98.8\% availability during the Contracted Month}$
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### 3.3 Other information about this SLA

This SLA is made available to the Client and does not apply to claims made by a user of the Cloud Service or for any beta or trial services. The SLA only applies to the Cloud Services in productive use. It does not apply to non-production environments, including but not limited to test, disaster recovery, quality assurance, or development.

## 4. Entitlement and Billing Information

### 4.1 Charge Metrics

The Cloud Service is available under one of the following charge metrics as specified in the Transaction Document.

- a. 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.
- b. 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.
- c. Gigabyte is a unit of measure by which the Cloud Service can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the Cloud Service during the measurement period specified in PoE or Transaction Document.
- d. Engagement is a unit of measure by which the Cloud Service 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.

### 4.2 Charges and Billing

The amount payable for the Cloud Service is specified in a Transaction Document.

### 4.3 Partial Month Charges

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

### 4.4 Overage Charges

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

## 5. 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.

## 6. Technical Support

Technical support for the Cloud Service is available during the subscription period.

### Regular Phone and Email Support Hours of Operation are as follows:

8:00 a.m. – 11:00 p.m. Eastern Standard Time zone, U.S., Monday – Friday (excluding holidays)

### After Hours Support:

After Hours Support (outside of the regular operating hours stated above) is available only for Severity 1 issues on business days, weekends, and holidays.

**Support Hotline:** 1-877-432-4300 in the U.S.

**Email:** [scn\\_support@us.ibm.com](mailto:scn_support@us.ibm.com)

**Support web portal:** <https://support.ibmcloud.com>

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
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	24x7
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	M-F 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	M-F business hours
4	Minimal business impact: An inquiry or non-technical request.	Within 1 business day	M-F business hours

## 7. Additional Information

### 7.1 Enabling Software

This Cloud Service includes enabling software, which should be used only in connection with Client's use of the Cloud Service for the Cloud Service term. If the enabling software contains sample code, Client may make derivative works of the sample code for use with the Cloud Service. If enabling software is by a separate license agreement, the term of such license agreement(s) also applies, as limited by this section. In the event of conflict, the terms of this Service Description prevail over any such accompanying license agreement. Client is responsible to remove enabling software upon expiration or termination of the Cloud Service.

### 7.2 Cookies

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 (Client's 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 they 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.