

IBM Cognos Analytics 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

1.1 IBM Cognos Analytics on Cloud

The Cloud Service is hosted in a SoftLayer data center and Client will have access the most current functionality of IBM Cognos Analytics 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 Analytics Workgroup on Cloud

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

1.3 IBM Cognos Analytics on Cloud Proof of Concept

This IBM Cloud Service is a short term subscription up to six months. It provides for non-production use for a maximum of 100 GB of storage for user generated content.

1.4 IBM Cognos Analytics Standard on Cloud

The Cloud Service allows for a maximum of 250GB of storage for user generated content as well as a minimum of three (3) IBM Cognos Analytics 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.

1.5 IBM Cognos Analytics Enterprise on Cloud

The Cloud Service is hosted on bare metal servers and allows for a maximum of 500GB of storage for user generated content as well as a minimum of five (5) IBM Cognos Analytics 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.

1.6 IBM Cognos Analytics Hybrid Entitlement

1.6.1 IBM Cognos Analytics Hybrid Entitlement Standard

This Hybrid Cloud Service includes access to IBM Cognos Analytics Standard on Cloud and entitlement to download IBM Cognos Analytics Advanced.

In addition to the license terms included with the Program, Client is not authorized to use components or functions of the PowerPlay.

1.6.2 IBM Cognos Analytics Hybrid Entitlement Enterprise

This Hybrid Cloud Service includes access to IBM Cognos Analytics Enterprise on Cloud and entitlement to download IBM Cognos Analytics Advanced.

In addition to the license terms included with the Program, Client is not authorized to use components or functions of the PowerPlay.

1.7 Optional Features or Services

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

a. IBM Cognos Analytics On Cloud Throughput Capacity

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

b. IBM Cognos Analytics 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.

1.8 Capacity Configuration Offerings

1.8.1 IBM Cognos Analytics on Cloud Capacity

This offering is a complete Cognos Analytics on Cloud software Instance including 2 virtual private Report Servers with 2 Cores (or equivalent), 64 GB RAM, and a total of 500 GB of storage for user generated content. Supporting infrastructure includes multiple content managers and content store database.

1.8.2 IBM Cognos Analytics on Cloud Capacity Additional 4 Cores

An additional 4 Cores (or equivalent) will be added to an existing IBM Cognos Analytics on Cloud Capacity system to increase the Report Server configuration. IBM Cognos Analytics on Cloud Capacity must be purchase before this option may be added.

1.8.3 IBM Cognos Analytics on Cloud Capacity Non Production

This offering is a complete Cognos Analytics on Cloud software Instance restricted to Non-Production use, including 2 virtual private Report Servers with 2Cores (or equivalent), 64 GB RAM, and a total of 500 GB of storage for user generated content. Supporting infrastructure includes multiple content managers and content store database.

1.8.4 IBM Cognos Analytics on Cloud Capacity Non Production Additional 4 Cores

An additional 4 Cores (or equivalent) will be added to an existing IBM Cognos Analytics on Cloud Capacity Non Production system to increase the Report Server configuration. IBM Cognos Analytics on Cloud Capacity Non Production must be purchase before this option may be added.

1.9 IBM Cognos Analytics on Cloud Capacity Additional 32 GB RAM

This Cloud Service may be used with any of the Cognos Analytics on Cloud subscription offering configurations. Additional RAM may be purchased based the number of Report Servers in the capacity environment. (i.e., If Client has 2 Report Servers, then 2 x IBM Cognos Analytics on Cloud Capacity Additional 32 GB RAM will need to be purchased). A minimum of 2 Report Servers is always provisioned.

1.10 Set-Up Services

The following set-up services are purchased on a per Engagement basis.

1.10.1 IBM Cognos Analytics on Cloud Jump Start Remotely Delivered

This set-up service provides up to 50 hours of remote consulting time for startup activities including (1) assistance with use cases, (2) coaching on practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading, and (4) other administrative and configuration topics of interest (collectively, "startup activities"). This remotely delivered set-up service is purchased per Engagement, and expires 90 days from the date of purchase of entitlement, as specified in Client's Proof of Entitlement, regardless of whether all hours have been used.

1.10.2 IBM Cognos Analytics on Cloud Accelerator Remotely Delivered

This set-up service provides up to 50 hours of remote consulting time to be used for performing activities including (1) assistance with use cases, including data movement use cases in support of a one-time, point in time, data movement (2) coaching on practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading (including setup of source and target environments and data movement as defined in data movement use case) and (4) other administrative and configuration topics of interest (collectively, "Activities"). This

remotely delivered set-up service is purchased per Engagement and expires 12 months from the date of purchase of entitlement or on the last day of the initial Cloud Service subscription term, whichever is earliest, regardless of whether all hours have been used.

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. Client acknowledges that i) IBM may modify the Data Sheet from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to the Data Sheet 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 the Data Sheet will materially degrade the security of a Cloud Service. 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.

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

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=E7BC3AD0240411E58BCB3FD1A5DC388F>

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) applies and is 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 for this Cloud Service will serve as the DPA Exhibit.

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 is described for each applicable offering.

3.2.1 IBM Cognos Analytics Workgroup on Cloud

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 95%	2%

3.2.2 IBM Cognos Analytics Standard on Cloud

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 99%	2%
Less than 95%	5%

3.2.3 IBM Cognos Analytics Enterprise on Cloud

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%

3.2.4 IBM Cognos Analytics on Cloud Capacity

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 the 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, online forums, and an online problem reporting system}. IBM's software as a service support guide available at https://www-01.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:

- 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, through 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.

- 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.
- 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.

5.2 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

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.

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 to Client under following terms:

Enabling Software	Applicable License Terms (if any)
IBM Cognos Framework Manager	http://www-03.ibm.com/software/sla/sladb.nsf
IBM Cognos Transformer	http://www-03.ibm.com/software/sla/sladb.nsf

7.3 Client-Provided Materials

To the extent Client provides IBM with Client or third party drivers, jar files, license files, configuration files, and other materials that Client asks IBM to use in the Client's Cloud Service environment (collectively "Client-Provided Materials"): Client hereby grants IBM a fully-paid, non-exclusive, non-transferable, worldwide, limited license (without the right to sublicense), under Client's applicable intellectual property rights to use the Client-Provided Materials for the sole purpose of providing the Cloud Service to Client. IBM has sole discretion whether to use such Client-Provided Materials and may cease using Client-Provided Materials at its sole discretion at any time for any reason.

Client represents and warrants on an ongoing basis that (a) it has the necessary rights to give Client-Provided Materials to IBM, (b) IBM may lawfully use the Client-Provided Materials in providing the Cloud Service to Client, and (c) the Client-Provided Materials does not contain harmful code. Client must promptly inform IBM if Client loses the right to allow IBM to use the Client-Provided Materials or Client learns it contains harmful code.

Client acknowledges that (a) IBM does not warrant the functionality of Client-Provided Materials within the Cloud Service, and (b) IBM is not responsible or liable to Client to the extent the Client-Provided Materials impairs IBM's ability to meet IBM's: (1) representations and warranties regarding the Cloud Service, and/or (2) the Cloud Service's Service Level.