

IBM Case Manager 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

IBM Case Manager on Cloud provides:

- a. IBM Content Navigator to access advanced case management applications
- b. Content-centric Case Management, enabling knowledge workers or business analysts to:
 - (1) utilize Case Builder to quickly and easily design and try out new case solutions;
 - (2) use sample solution templates provided;
 - (3) create and maintain case properties, user roles, in-boxes, document types, page and data visual layouts;
 - (4) employ embedded business rules which allows for easier development within the Case Manager Builder environment;
 - (5) create case tasks and their underlying workflows;
 - (6) utilize the Case Client runtime to display the solutions created by Case Builder;
 - (7) access the Content Navigator based UI provided;
 - (8) access to the Case Administrator for deploying and managing solutions;
 - (9) access to Configuration Manager User Interface(CMUI) to create and deploy custom widgets;
 - (10) access to Case Monitor and Case Analyzer to provide current and historical reporting on cases;
 - (a) Support for analysis requiring the use of OLAP Cubes will be quoted separately (including MS SQL licensing, infrastructure and support);
 - (11) access provided APIs to extend solutions;
 - (12) have access to full, unrestricted use of Case Foundation to provide active content and case workflow management; and
 - (13) have access to full, unrestricted use of FileNet Content Manager and its ECM repository.
Custom operational reports will be quoted separately.
- c. A secure, virtual private infrastructure
- d. Replication of production data to a secondary location in support of disaster recovery
- e. Up to 4 TB of outbound bandwidth; higher bandwidth quoted separately
- f. 24x7 production environment monitoring, virus scanning, intrusion detection / penetration testing services, software patches, and software upgrades (data migration services or activities required for custom configurations or extensions quoted separately).
- g. If a Non Production Environment is purchased for Disaster Recovery purposes:
 - (1) Testing is performed on a representative sample from our overall Client portfolio at least once per year.
 - (2) Additional requirements such as testing on Client specific environments will be quoted separately.
- h. Active Directory Integration
Included Options: (Microsoft Active Directory or IBM Tivoli Directory Server)
 - (1) Authentication to the Cloud Service LDAP Server replicating back to on-premise Client LDAP:
 - Support for one (1) Active Directory server.

- Provide a (Read Only) domain controller in the Cloud Service that is in the Client domain.
 - Client manages all end user access to the cloud environment (groups, IDs, access).
 - Full Admin rights to Client
- (2) Authenticate to the Cloud Service LDAP server where the Client manages the users (not in the Client domain).
 - (3) Point to on-premise Client domain controller for authentication:
 - Possible performance implications
 - Authenticates for the life of the session.
 - (4) Provide SAML authentication if required.

Other configurations (e.g. manual or scripted excerpts of LDAP file directory to the Cloud Service; federation options including MS Federation Services or others) quoted separately.

Custom solution implementation, configuration, integration services and additional offerings not included in the Cloud Service are available for an additional charge under a statement of work.

Software upgrades as part of the service are included. Upgrades requiring migration of data or any custom extensions are not included.

The base offering includes provisioning in select data centers in a multi-tenant environment. Any provisioning outside of these centers will require the Dedicated Add-On. Each offering represents the capacity to process certain amounts of data volume and user operations in the specified time period as described below. The capacity descriptions are intended to be guidelines to help a Client select an appropriate configuration for intended workloads, actual results may vary based on Client specifics.

1.1 IBM Case Manager Copper 2.0

- a. Copper configuration is intended to support up to 15,000 new cases per year. This type of deployment typically will support ingesting and storing up to 250 case artifact documents per day and up to 25 knowledge workers concurrently working and completing as many as 100 cases per day.
- b. Copper configuration provides 500 GB of Storage; additional storage entitlement can be separately purchased.

1.2 IBM Case Manager Bronze 2.0

- a. Bronze configuration is intended to support up to 30,000 new cases per year. This type of deployment typically will support ingesting and storing up to 500 case artifact documents per day and up to 50 knowledge workers concurrently working and completing as many as 200 cases per day.
- b. Bronze configuration provides 1TB of Storage; additional storage entitlement can be separately purchased.

1.3 IBM Case Manager Silver 2.0

- a. Silver configuration is intended to support up to 300,000 new cases per year. This type of deployment typically will support ingesting and storing up to 20,000 case artifact documents per day and up to 250 knowledge workers concurrently working and completing as many as 1,000 cases per day.
- b. Silver configuration provides 1TB of Storage; additional storage entitlement can be separately purchased.

1.4 IBM Case Manager Gold 2.0

- a. Gold configuration is intended to support up to 750,000 new cases per year. This type of deployment typically will support ingesting and storing up to 50,000 case artifact documents per day and up to 1,000 knowledge workers concurrently working and completing as many as 2,500 cases per day.
- b. Gold configuration provides 3TB of Storage; additional storage entitlement can be separately purchased.

1.5 IBM Case Manager Platinum 2.0

- a. Platinum configuration is intended to support up to 3,000,000 new cases per year. This type of deployment typically will support ingesting and storing up to 200,000 case artifact documents per day and 3,000 knowledge workers actively working and completing as many as 10,000 cases per day.
- b. Platinum configuration provides 5TB of Storage; additional storage entitlement can be separately purchased.

1.6 Optional Features

1.6.1 IBM Case Manager Storage Add-On 2.0

If Client exceeds the TB storage included with the selected configuration, Client must purchase additional entitlement.

1.6.2 IBM Case Manager Archival Storage Add-On

Archival storage provides a cost-effective alternative for data requiring less frequent access. This option is meant to complement, not replace, the standard storage option which is targeted for more current, higher access, data storage. If Client desires archival cloud object storage, the Client must purchase in TB increments.

1.6.3 IBM Case Manager Non-Production Environment

Client may purchase a separate instance for test and development purposes. This development environment may not be used for production purposes except when implemented as a standby disaster recovery site.

- a. The non-production environment does not provide high availability or disaster recovery.
- b. Client may choose different instance sizes for production and disaster recovery if desired:
 - (1) IBM Case Manager Non-Production Environment Copper 2.0
IBM Case Manager Non-Production Environment Copper 2.0 is sized the same and provides similar processing capacity as IBM Case Manager Copper 2.0.
 - (2) IBM Case Manager Non-Production Environment Bronze 2.0
IBM Case Manager Non-Production Environment Bronze 2.0 is sized the same and provides similar processing capacity as IBM Case Manager Bronze 2.0.
 - (3) IBM Case Manager Non-Production Environment Silver 2.0
IBM Case Manager Non-Production Environment Silver 2.0 is sized the same and provides similar processing capacity as IBM Case Manager Silver 2.0.
 - (4) IBM Case Manager Non-Production Environment Gold 2.0
IBM Case Manager Non-Production Environment Gold 2.0 is sized the same and provides similar processing capacity IBM Case Manager Gold 2.0.
 - (5) IBM Case Manager Non-Production Environment Platinum 2.0
IBM Case Manager Non-Production Environment Platinum 2.0 is sized the same and provides similar processing capacity IBM Case Manager Platinum 2.0.

1.6.4 IBM Case Manager Dedicated Add-On 2.0

Client may upgrade a selected virtual private environment to a single tenant private infrastructure. This includes up to 20 TB of outbound bandwidth; higher bandwidth quoted separately.

1.6.5 IBM Case Manager Federal Datacenter Add-On

This add-on service, available to US government Clients and other Clients as approved by IBM, provides the Client's selected Cloud Service configuration to be implemented as a virtual private environment infrastructure wholly contained in a federal data center.

1.7 Set-up Services

1.7.1 IBM Case Manager on Cloud Jump Start

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 proven 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.

1.7.2 IBM Case Manager on Cloud Accelerator

This on demand 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 proven 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. 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=8FD40350D71C11E481EA86A39A30DD8D>

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.

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 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:

- a. 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.
- 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. Terabyte is a unit of measure by which the Cloud Service can be obtained. A Terabyte is 2 to the 40th power bytes. Sufficient entitlements must be obtained to cover the total number of Terabytes processed by the Cloud Service 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.

5.3 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

5.4 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 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 a Cloud Service failure could give rise to a material threat of death or serious personal injury.

7.2 External User Access

Client may choose to give external users access to the Cloud Service. Client is responsible for these external users, including but not limited to a) any claims made by the external users relating to the Cloud Service, or b) any misuses of the Cloud Service by these external users.

7.3 Virtual Private Network (VPN)

Client may select to utilize a software VPN connection for securely connecting to the Cloud Service. Information about the VPN will be provided upon written request by Client.

- a. Configuration of up to 2 VPN endpoints (gateways) provided.
- b. Additional endpoints quoted separately.

7.4 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 available 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.