



Service Description

IBM Content Manager OnDemand 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.

1. Cloud Service

The Cloud Service offering provided by IBM is described below. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

IBM Content Manager OnDemand on Cloud (Cloud Service) provides:

- a. High Speed Archival
 - Load, index and archive application generated print output such as reports, bills, statements, policies, explanation of benefits, payment/credit transactions etc
 - Flexibility to handle large data files with multiple documents
 - Support for variety of file formats PDF, AFP, LineData, XML
- b. Auto Indexing
 - Loading and Indexing program in Cloud automatically extract meta data from reports, statements etc and populate index fields in relational database for efficient search and retrieval
- c. Efficient Storage Utilization
 - Archived data is compressed for efficient storage utilization
- d. Archival with document expiry
 - To further optimize storage utilization, business policies can be defined to automatically expire archived data based on type of report/statement etc.
- e. Archival of banking transactions that comply with XML standards
- f. Web and mobile access to archived statements, reports etc.
- g. Full Text Search can be enabled
- h. Periodic distribution of reports to designated internal users
- i. Replication of production data to a secondary location, support for disaster recovery
- j. Secure, single tenant private infrastructure provisioned across dual data centers for high availability
- k. 24x7 production environment monitoring

All of the above features are available are available through purchase of the Required Entitlements of IBM Content Manager OnDemand on Cloud as described below.

1.2 Required Entitlements

Client must purchase a subscription to a Base Service Offering and Storage entitlements as defined below.

Base Service Offering Entitlement

- Each Base Service Offering represents capacity to process certain amounts of data volume and user operations in specified time periods 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.
- Each base service offering Instance includes setup of up to 10 different report application definitions or statement definitions. Setup of additional report application definitions / statement types can be requested at any time by purchasing additional, optional IBM Content Manager OnDemand Report Application Definition OnDemand Setup entitlements, as detailed below, at additional cost.
- Each base service offering Instance will also include a development environment that is intended only for development and testing. This development environment may not be used for production purposes.

Client must purchase additional Content Manager OnDemand Storage entitlements to be used with this configuration.

1.2.1 IBM Content Manager OnDemand Silver

- a. PDF document loading and Indexing: after documents have been submitted by Client into the designated staging area on Cloud, Silver configuration provides loading and indexing of up to 50GB data in 12 hour period
- b. AFP and or Line Data document loading and indexing: after documents have been submitted by Client into the designated staging area on Cloud, Silver configuration provides loading and indexing of up to 900 GB data in 12 hour period
- c. PDF document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Silver configuration provides loading and indexing of up to 30GB data with 60,000 concurrent document searches and retrieval operations in 12 hour period
- d. AFP and or Line Data document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Silver configuration provides loading and indexing of up to 500GB data along with 60,000 concurrent document searches and retrieval operations in 12 hour period

1.2.2 IBM Content Manager OnDemand Gold

Gold offering provides 2 times the processing capacity of Content Manager OnDemand Silver:

- a. PDF document loading and Indexing: after documents have been submitted by Client into the designated staging area on Cloud, Gold configuration provides loading and indexing of up to 100GB data in 12 hour period
- b. AFP and or Line Data document loading and indexing: after documents have been submitted by Client into the designated staging area on Cloud, Gold configuration provides loading and indexing of up to 1800 GB data in 12 hour period
- c. PDF document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Gold configuration provides loading and indexing of up to 60GB data with 120,000 concurrent document searches and retrieval operations in 12 hour period
- d. AFP and or Line Data document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Gold configuration provides loading and indexing of up to 1 Terabyte data along with 120,000 concurrent document searches and retrieval operations in 12 hour period

1.2.3 IBM Content Manager OnDemand Platinum

Platinum offering provides 5 times the processing capacity of Content Manager OnDemand Silver:

- a. PDF document loading and Indexing: after documents have been submitted by Client into the designated staging area on Cloud, Platinum configuration provides loading and indexing of up to 250GB data in 12 hour period
- b. AFP and or Line Data document loading and indexing: after documents have been submitted by Client into the designated staging area on Cloud, Platinum configuration provides loading and indexing of up to 4.5 TB data in 12 hour period
- c. PDF document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Platinum configuration provides loading and indexing of up to 150GB data with 300,000 concurrent document searches and retrieval operations in 12 hour period
- d. AFP and or Line Data document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Platinum configuration provides loading and indexing of up to 2.5TB data along with 300,000 concurrent document searches and retrieval operations in 12 hour period

1.2.4 Storage Entitlement

Client must purchase an appropriate amount of IBM Content Manager OnDemand Storage to be configured with the selected Base Service Offering instance.

1.3 Optional Features

1.3.1 IBM Content Manager OnDemand Report Application Definition

Client may purchase additional report/statement or application definitions for on demand setup at any time. Each Request entitlement provides setup of up to 10 report/statement or application output definitions.

1.3.2 IBM Content Manager OnDemand Development Environment

Client may purchase a separate instance for test and development purposes. IBM Content Manager OnDemand Development Environment is intended only for development and testing. This development environment may not be used for production purposes.

- The development environment does not provide high availability or disaster recovery.
- The development environment does not have any included quantity of report/statement definitions. Client may purchase Content Manager OnDemand on Cloud Report / Application output definition.
- The Development environment comes with 500GB of storage. If more storage is required, Client may purchase additional IBM Content Manager OnDemand Storage entitlements.

2. Security Description

2.1 Security Policies

IBM has an information security team and maintains privacy and security policies that are communicated to IBM employees. IBM requires annual privacy and security training for personnel. IBM security policies are revalidated annually based on industry practices and IBM business requirements. Security incidents are handled based on comprehensive incident response procedures. IBM maintains physical security standards designed to limit access to authorized personnel at IBM data centers, including limited and monitored access points. Visitors register upon entering and are escorted while on the premises.

2.2 Access Control

IBM authorized staff use two-factor authentication to an intermediate "gateway" management host. IP Blocking may be utilized to prevent access by known compromised Internet sites and users in U.S. embargoed countries. Access to Client data and transfer of data in or out of the hosting environment is logged. WIFI use is prohibited within the IBM data centers that support this Cloud Service.

The Cloud Service encrypts content during data transmission between the IBM network and the client location.

The Cloud Service encrypts content when at rest awaiting data transmission.

2.3 Service Integrity and Availability

Modifications to operating systems, application software, and firewall rules are handled under IBM's change management process. Changes to firewall rules are reviewed by the IBM security staff before implementation. IBM monitors the data center 24x7. Internal and external vulnerability scanning is conducted regularly by authorized administrators and third party vendors to help detect and resolve potential system security exposures. Malware detection systems (antivirus, intrusion detection, vulnerability scanning, and intrusion prevention) are used in all IBM data centers. IBM's data center services support a variety of information delivery protocols for transmission of data over public networks. Backup/replicated data intended for off-site storage is encrypted for transport and at rest.

2.4 Activity Logging

IBM maintains logs of its activity for systems, applications, data repositories, middleware and network infrastructure devices that are capable of and configured for logging activity. To minimize the possibility of tampering and to enable central analysis, alerting and reporting, activity logging is done in real-time at central log repositories. Data is signed to prevent tampering. Logs are analyzed in real-time and via periodic analysis reports to detect anomalous behavior. Operations staff is alerted to anomalies and contacts a 24x7 on-call security specialist when needed.

2.5 Compliance

This Cloud Service is not US-EU Safe Harbor certified at this time.

IBM performs industry standard SSAE 16 audits (or their equivalent) annually in production data centers for compliance with IBM information security policies. IBM maintains annual SOC II certification for specific SoftLayer data center location(s) used to provide the Cloud Service. IBM's SOC II review audits

the security, availability and process integrity of how SoftLayer data centers operate its physical facilities. The audit report is available to Client and its auditors upon request.

3. Service Level Agreement

IBM provides the following availability service level agreement (“SLA”) for the Cloud Service as specified in the Transaction Document. The SLA is not a warranty.

3.1 Definitions

- a. "Availability Credit" means the compensation IBM will provide for a validated Claim. The Availability Credit will be applied in the form of a credit against a future invoice for the Cloud Service if acquired directly from IBM. If the Cloud Service is acquired from an IBM Business Partner, then IBM will make a rebate directly available to Client.
- b. "Claim" means a claim Client submits to IBM that a service level has not been met during a Contracted Month.
- c. "Contracted Month" means each full calendar month during the Cloud Service term measured from 12:00 a.m. Eastern US time on the first day of the month through 11:59 p.m. Eastern US time on the last day of the month.
- d. "Downtime" means a period of time during which production system processing for the Cloud Service for which Client is entitled to use is not available. Downtime does not include the period of time when the Cloud Service is not available because of:
 - (1) a scheduled or announced maintenance outage;
 - (2) Events or causes beyond IBM's control (e.g., natural disaster, internet outages, emergency maintenance, etc.);
 - (3) problems with content, equipment, or applications Client uses with the Cloud Service or any third party software, hardware, or other technology;
 - (4) Client's failure to adhere to required system configurations and supported platforms or Client system administration, commands, or programming errors;
 - (5) Client's caused security breach or any security testing performed by Client; or
 - (6) IBM's compliance with any designs, specifications, or instructions that Client provides to IBM or a third party provides to IBM on Client's behalf.
- e. "Event" means a circumstance or set of circumstances taken together, resulting in a failure to meet a service level.

3.2 Availability Credits

To submit a Claim, Client must log a Severity 1 support ticket (as defined below in the Technical Support section) for each Event with the IBM technical support help desk within 24 hours of first becoming aware that the Event has impacted use of the Cloud Service. Client must provide all necessary information about the Event and reasonably assist IBM with the diagnosis and resolution.

A Claim for Availability Credit must be submitted within three business days after the end of the Contracted Month in which the Claim arose.

- a. Availability Credits are based on the duration of Downtime measured from the time Client reports the Downtime. For each valid Claim, IBM will apply the highest applicable Availability Credit based on the cumulative availability of the Cloud Service during each Contracted Month, as shown in the table below.

The total Availability Credits awarded with respect to any Contracted Month cannot exceed 50 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

3.3 Service Levels

Availability of the Cloud Service during a Contracted Month

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee* for Contracted Month that is the subject of a Claim)
<99%	5%
<97%	10%

<95%	25%
<90%	50%

* 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: 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 a Contracted Month.

Example: 500 minutes total Downtime during Contracted Month

43,200 total minutes in a 30 day Contracted Month – 440 minutes Downtime = 42,760 minutes <hr/> 43,200 total minutes	= {5%} Availability Credit for 98.98% availability during the Contracted Month
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3.4 Other Information about this SLA

This SLA is available to the Client company 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. Technical Support

Technical support for the Cloud Service is provided via email, online support portal as described below. Technical support is offered with the Cloud Service and is not available as a separate offering.

More information about hours of availability, email addresses, online problem reporting systems, and other technical support communication vehicles and processes are described in the IBM Software as a Service Support Handbook.

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

5. Entitlement and Billing Information

5.1 Charge Metrics

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

- a. 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 Proof of Entitlement (PoE) or Transaction Document.
- b. 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 Proof of Entitlement (PoE) or Transaction Document.
- c. Request is a unit of measure by which the Cloud Service can be obtained. A Request is the act by the client that authorized IBM to perform a service. Depending upon the service, the Request can be in the form of a written notice or a support request which is made by phone call, email or online case. Sufficient entitlements must be obtained to cover the total number of Requests submitted to the Cloud Service during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.

5.2 Partial Month Charges

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

5.3 On Demand Charges

On-Demand charges, as specified in the Transaction Document, will apply when Client requests activation of the On-Demand part.

6. Term and Renewal Options

6.1 Term

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. Client may increase their level of use of the Cloud Service during the term by contacting IBM or their IBM Business Partner, and the increase will be confirmed in a Transaction Document.

6.2 Term Renewal Options

The Transaction Document will specify which of the following applies to renewal of the Cloud Service term.

6.2.1 Automatic Renewal

Where renewal is automatic, the Cloud Service will automatically renew for a term specified in the Transaction Document (either a one year term or the same duration as the expiring term) unless Client has provided written termination at least 90 days prior to the term expiration date.

6.2.2 Continuous Billing

Where billing is continuous, Client will continue to have access to the Cloud Service following the end of the term and will be billed for usage on a continuous basis. To discontinue use of the Cloud Service and stop the continuous billing process, Client must provide 90 days written notice of cancellation. Client will be billed for any outstanding access charges through the end of the month of cancellation.

6.2.3 Renewal Required

Where the renewal type is specified as "terminate", the Cloud Service will terminate at the end of the term and Client access will end. To continue use of the Cloud Service beyond the term end date, Client must order a new subscription term.

7. 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 enabling software is accompanied 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.

The following enabling software is included:

AFP Viewer: Client may access and download AFP Viewer. AFP Viewer is a web browser plug-in which Client may install on user's web browser to view documents in AFP (Advanced Function Printing) format.

Client may install AFP viewer on those user's web browser who have been set up for web access and need to access and view documents in AFP format. Information for downloading AFP Viewer plug-in will be provided upon written request by Client.

8. General

8.1 External User Access

Client may choose to give External Users access to the Cloud Service. An External User is a unique person, not employed in, paid by, or acting on behalf of Client. A person who is employed in or paid by Client, but not accessing the Cloud Service within the scope of that relationship may be an External User. 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.

8.2 FTP Software

To submit reports, statements or any other documents to be loaded and indexed into the Cloud Service, Client is required to use FTP (File Transfer Protocol) client software. IBM will provide connection information to connect to the Cloud Service for submitting data to be loaded and indexed into the Cloud Service

8.3 Virtual Private Network (VPN)

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

8.4 Web or Mobile Access to Cloud Service

Client will designate specific person(s), called "User Administrator(s)" to setup accounts for those users who will require web and or mobile access to the Cloud Service. Only the users within the Client's organization can have access to the Cloud Service via web or mobile interface. IBM will provide connection information for web/mobile access.

8.5 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 (your 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 that it 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..

8.6 Derived Benefit Locations

Where applicable, taxes are based upon the location(s) receiving the benefit of the Cloud Service. IBM will apply taxes based upon the business address listed in Client's order unless Client provides additional information to IBM. Client is responsible for keeping such information current and providing any changes to IBM.