

## Service Description

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### IBM Kenexa Talent Acquisition

This Service Description describes the Cloud Service IBM provides to Client. Client means the company 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. IBM Kenexa BrassRing on Cloud

The IBM Kenexa Talent BrassRing on Cloud SaaS offering is made up of the following components:

- a. IBM Kenexa BrassRing on Cloud
- b. IBM Kenexa BrassRing on Cloud is a scalable, online tool that helps employers and recruiters centralize and manage the Talent Acquisition process across multiple company divisions or locations. Base offering features include:
  - Creating and posting job requisitions
  - Sourcing
  - Talent Gateways for candidates to search jobs and submit interest
  - Tracking applications and work flow
  - Screening candidates
  - Approval levels to facilitate the selection processes
  - Standard and ad-hoc reporting capabilities
  - Social media interfaces and mobile technology
- c. The IBM Kenexa BrassRing on Cloud will be provided in both a staging and production environments. The staging environment will be provided through the life of the contract for testing purposes.
- d. The IBM Kenexa BrassRing on Cloud Onboard can be branded to Client's company logo and colors.

#### 2. IBM Kenexa Talent Acquisition BrassRing Onboard

The IBM Kenexa Talent Acquisition BrassRing Onboard SaaS offering is made up of the following components:

- a. IBM Kenexa BrassRing on Cloud  
IBM Kenexa BrassRing on Cloud is a scalable, online tool that helps employers and recruiters centralize and manage the Talent Acquisition process across multiple company divisions or locations. Base offering features include:
  - Creating and posting job requisitions
  - Sourcing
  - Talent Gateways for candidates to search jobs and submit interest
  - Tracking applications and work flow
  - Screening candidates
  - Approval levels to facilitate the selection processes
  - Standard and ad-hoc reporting capabilities
  - Social media interfaces and mobile technology
- b. IBM Kenexa Onboard on Cloud  
IBM Kenexa Onboard on Cloud is a platform featuring forms management that helps drive efficiency in Client's organization by standardizing and automating the onboarding process. The base offering includes access to Onboard by New Hires (via a New Hire Portal) and access for the hiring manager, recruiter and/or HR specialist.  
Onboard base offering also provides the ability to:

- collect data to populate government forms as well as company-specific forms.
  - generate notifications to outside systems (such as Human Resource Information Systems).
  - process a new hire in the U.S. through E-Verify.
- c. The IBM Kenexa Talent Acquisition BrassRing Onboard will be provided in both a staging and production environments. The staging environment will be provided through the life of the contract for testing purposes.
- d. The IBM Kenexa Talent Acquisition BrassRing Onboard can be branded to Client's company logo and colors.

### **3. IBM Kenexa Talent Acquisition BrassRing**

The IBM Kenexa Talent Acquisition BrassRing SaaS offering is made up of the following components:

- e. IBM Kenexa BrassRing on Cloud
- IBM Kenexa BrassRing on Cloud is a scalable, online tool that helps employers and recruiters centralize and manage the Talent Acquisition process across multiple company divisions or locations. Base offering features include:
- Creating and posting job requisitions
  - Sourcing
  - Talent Gateways for candidates to search jobs and submit interest
  - Tracking applications and work flow
  - Screening candidates
  - Approval levels to facilitate the selection processes
  - Standard and ad-hoc reporting capabilities
  - Social media interfaces and mobile technology
- f. The IBM Kenexa Talent Acquisition BrassRing will be provided in both a staging and production environments. The staging environment will be provided through the life of the contract for testing purposes.
- g. The IBM Kenexa Talent Acquisition BrassRing can be branded to Client's company logo and colors.

## **4. Optional Components for IBM Kenexa BrassRing on Cloud**

### **4.1 One-Time Set Up**

#### **4.1.1 BrassRing General Business Instance One-Time Set Up**

This IBM Kenexa BrassRing implementation solution is designed to be implemented within a 12-week timeline.

The completion of these implementation services within the allotted time frame depends upon the full commitment and participation of Client's management and personnel. Client will provide the required information in a timely fashion. IBM's performance is predicated upon Client's timely information and decisions and any delays may result in additional cost and/or delay of the completion of these implementation services.

Client must select from a predefined scope below. Client can elect to activate, deactivate, or edit the provided options.

- a. Three (3) standard requisition templates (Professional, Hourly, Contract) with up to three (3) approval levels;
- b. Six (6) Talent Gateways:
- External
  - Internal
  - Employee Referral
  - Campus
  - Basic Talent Gateway (Add Candidate)
  - Basic Talent Gateway (Add Contact)

- c. One (1) Candidate portal for accepting job offers;
- d. Data Collection Candidate forms (21):
  - Application Form
  - Candidate Feedback Form
  - Disposition Form
  - Hire Form
  - Interview Form
  - Assessment
  - Assessment Overall Result
  - Offer Form
  - Phone Screen Form
  - Talent-Gateway
  - US EEO Form
  - Employee Referral Form
  - Background Check Results
  - WOTC Results
  - Drug Screen Results
  - Rehire Eligibility Results
  - Offer Response Form
  - Background Consent Form
  - Drug Screen Form
  - Reference Check Form
  - Reference Completion Form
- e. Six (6) standard Communication Templates:
  - Expression of Interest
  - Not Interested
  - Office Interview Confirmation
  - Position Cancelled
  - Position Filled
  - Position on Hold
- f. Tracking logic to support one (1) Candidate Workflows to include:
  - Application submitted
  - Review
  - In Process
  - Phone Screen
  - HM Review
  - Interview
  - Additional Interview
  - Assessment
  - Background Check
  - Offer Extended
  - Offer Accepted
  - Hired
  - Candidate Not Interested

- Company Not Interested
- g. Five (5) standard Privileges and User Types:
- HR Coordinator
  - Hiring Manager
  - QuickStart
  - Recruiter
  - System Admin (“Super User”)
- h. Two uploads of the following items provided by Client during implementation timeline:
- Requisition Job Codes
  - Options used in list fields on Requisitions or Data Collection Forms
  - Source Codes
- i. Standard pre-built reports, Data Insight Tool for ad-hoc reports and standard pre-built Metrics Panels;
- j. Social Media interfaces activated (Facebook; Linked In; and/or Twitter);
- k. Standard configuration of Agency Manager;
- l. Inbound XML file posted with Client’s Human Resource Integration System (HRIS) for Foundation Data, User Data and/or Job Code Default Data;
- m. One (1) outbound file posted to SFTP site of New Hire Data;
- n. Interface set up with one (1) Job Posting partner that Client selects from the following list of approved partners\*:
- Kenexa Job Distributor
  - TMP (TalentBrew)
  - Bernard Hodes (Smart Post)
  - First Advantage
  - Broad Bean
  - eQuest
  - Direct Employers
- o. Interface set up with one (1) Employment Screening partner that Client selects from the following list of approved partners\*:
- TalentWise
  - First Advantage
  - PreCheck
  - Asurint
  - Lexis/Nexis
  - Sterling
  - HireRight
  - Accurate
- p. Unlimited access to the following training materials located on the User Resource Center (URC) for three months from the date the Staging Environment is made available to Client:
- recorded New User Fundamentals course
  - recorded Administrator Tools course
  - One (1) Standard Quick Reference Guide for Recruiters provided in editable format
  - One (1) Standard Quick Reference Guide for Hiring Managers provided in editable format
  - One (1) Standard Quick Reference Guide for Administrators provided in editable format

- q. WorkBench Tool for post go-live self-configuration (A separate SOW is required for activation of the WorkBench Tool, associated training and certification);
- r. Standard interface with IBM Kenexa Assess assessment delivery platform (requires a separate purchase of IBM Kenexa Skills Assessments and/or IBM Kenexa Behavioral Assessments);
- s. Standard configuration of General Settings, Security, and Access.

\*Note: If Client activates this feature, Client is responsible for all contractual obligations between Client and the selected third-party partner. At or prior to implementation, Client must provide IBM with the name of the selected partner, contact information and the account number. IBM has no responsibility for any third-party partners IBM does not manage. Client's failure to contract with selected partner or to provide IBM with required information may result in delays and/or additional charges and fees

## **4.2 Optional Orderable Features (available after initial implementation services)**

### **4.2.1 IBM Kenexa BrassRing Additional Language**

IBM Kenexa BrassRing is provided in English. This feature provides an additional recruiter interface language for capabilities beyond the one language provided.

### **4.2.2 IBM Kenexa BrassRing Event Manager**

Event Manager helps recruiters with creation and automation of the scheduling process for complex recruiting events, including candidate self-scheduling, preparing event rosters and event summary data, and rapid feedback processing for high volume recruiting events.

### **4.2.3 IBM Kenexa BrassRing Agency**

Agency allows Client to manage agency recruiters' access to and use of BrassRing on Cloud. With Agency Manager, Client can track and manage details about each agency including vendor fees, performance, referral rights, notes and communications, contracts, and candidate statuses.

### **4.2.4 IBM Kenexa BrassRing Business Analytics**

Business Analytics reports analytics across Client's organization using business intelligence tools, with the ability to drill down to see detailed views of data and export the information as needed. Business analytics allows Client to work with data, collecting key operational insights and creating dashboards of relevant metrics. Business Analytics can include dashboards tailored to Client needs, allowing insight into Client's unique industry hiring practices.

### **4.2.5 IBM Kenexa BrassRing RapidHire**

RapidHire is a user interface designed for hiring managers in the high-volume hourly hiring space. The RapidHire interface, which is geared toward high-volume hiring, complements BrassRing's traditional recruiter and hiring manager interfaces, which are geared toward corporate and salaried roles. RapidHire offers functionality optimized for a tablet or PC.

### **4.2.6 IBM Kenexa BrassRing Custom Approval Workflow**

Custom Approval Workflow enables pre-determined rules to automatically establish the approval chain appropriate for each requisition or form. Rule mapping drives the approval process for each requisition or form to be routed. Custom Approval Workflow uses hierarchical organization structure stored within whatever external system Client uses to keep organizational reporting relationships current. It may adjust automatically to organizational changes based on updates Client send in the XML user feed.

### **4.2.7 IBM Kenexa BrassRing Basic Talent Gateway**

Basic Talent Gateway allows backend Client users to add a Candidate or add a Contact.

### **4.2.8 IBM Kenexa BrassRing Local Talent Gateway**

Local Talent Gateway provides configuration for a specific language selected by Client.

### **4.2.9 IBM Kenexa BrassRing Global Talent Gateway**

Global Talent Gateway allows a Client to present a single portal to job openings across multiple languages and regions. Client can configure the Global Gateway site so that applicants can choose their language, or the Global Gateway can recognize the user's preferred browser language and present the site accordingly.

### **4.2.10 IBM Kenexa BrassRing Talent Gateway Additional Language**

Talent Gateway is provided in English. This feature provides an additional language pack for capabilities beyond the one language provided.

#### **4.2.11 IBM Kenexa BrassRing Form**

Form is a document to track and collect additional information from or about the candidate that is not already gathered on the Candidate's Talent Record or Requisition such as contact information, employment, education data, interview evaluation, or offer details.

Forms can be used in conjunction with the Talent Gateway application process for candidates and/or be presented to recruiters for completion at specific steps during the recruiting process. Forms can also be created or updated via Rules Automation Manager RAM triggers.

#### **4.2.12 IBM Kenexa BrassRing Community Gateway**

Community Gateway is a gateway configured to provide a creative, collaborative and interactive "Communication Community" for recruiters and candidates with four separate module options. The four module tools available with Community Gateway are as follows:

- Source
- Post
- Contacts
- Really Simple Syndication (RSS)

#### **4.2.13 IBM Kenexa BrassRing Talent Gateway Questionnaire**

Talent Gateway Questionnaires (GQs) are online applications that support question branching and knockout questions. They can be gateway-specific or job-specific (allowing jobs to have their own custom workflows), and let candidates apply to a position without needing to create a Talent Gateway profile or login. GQs can also include additional steps like assessment, pre-screening, background check data collection, EEO data collection, and work opportunity tax credit management.

#### **4.2.14 IBM Kenexa BrassRing Migrate Form to Enhanced Layout**

Migrate Form to Enhanced Layout provides the ability to adjust the formatting of existing forms layout to include columns and/or branching questions based on responses.

#### **4.2.15 IBM Kenexa BrassRing Additional Agency**

Additional Agency provides an additional instance of Agency.

#### **4.2.16 IBM Kenexa BrassRing API Foundation Data Import**

API Foundation Data Import provides one (1) import feed of Foundation Data from one (1) HRIS system to BrassRing, which allows Client's foundation data to be loaded into BrassRing. Foundation data is data that is present on the BrassRing system on a Requisition form or a Candidate form as a custom drop-down options list. Foundation data is sometimes referred to as form fields, and often appears in the form of tables in a Client's HRIS system.

This integration requires:

- This integration must include the mandatory fields outlined in the document "IBM Common Integration Fields" in the section "Customer HRIS to BrassRing".
- The specific data fields integrated shall be from the set of mandatory and other fields outlined in the document "IBM Common Integration Fields" in the section "Customer HRIS to BrassRing".
- The integration must utilize XML, IBM's application programming interface "API" as outlined in the technical specification document.
- API requires the XML data to be sent to IBM via a IBM provided Webservice or HTTP POST URL
- On an ongoing basis, incremental data must be provided, there is no support for full, destructive loads
- The integration will map up to 10 fields.

#### **4.2.17 IBM Kenexa BrassRing API User (Recruiter/HM) Data Import**

API User (Recruiter/HM) Data Import provides one (1) import feed of User (Recruiter/HM) Data from one (1) HRIS system to BrassRing, which allows Client's user data to be loaded into BrassRing.

Users in BrassRing are primarily the Recruiters and Hiring Managers of the application. These are the individuals that log onto BrassRing and manage/move the candidates through the recruitment process.

This integration requires:

- This integration must include the mandatory fields outlined in the document “IBM Common Integration Fields” in the section “Customer HRIS to BrassRing”.
- The specific data fields integrated shall be from the set of mandatory and other fields outlined in the document “IBM Common Integration Fields” in the section “Customer HRIS to BrassRing”.
- The integration must utilize XML, IBM’s application programming interface “API” as outlined in the technical specification document.
- API requires the XML data to be sent to IBM via an IBM provided Webservice or HTTP POST URL
- On an ongoing basis, incremental data must be provided, there is no support for full, destructive loads.

#### **4.2.18 IBM Kenexa BrassRing API Job Code Default Data Import**

API Job Code Default Data Import provides one (1) import feed of Job Code Default Data from one (1) HRIS system to BrassRing, which allows Client’s Job Code Default data to be loaded into BrassRing.

Job Code Default Data (JCDD) functionality allows Client to associate a set of default values to a Job Code. This is especially useful when Requisitions (jobs) are created in the system where a Recruiter/Hiring Manager chooses a Job code and all pre-determined fields in the Requisition get auto-populated based on the code selected.

This integration requires:

- This integration must include the mandatory fields outlined in the document “IBM Common Integration Fields” in the section “Customer HRIS to BrassRing”.
- The specific data fields integrated shall be from the set of mandatory and other fields outlined in the document “IBM Common Integration Fields” in the section “Customer HRIS to BrassRing”.
- The integration must utilize XML, IBM’s application programming interface “API” as outlined in the technical specification document.
- API requires the XML data to be sent to IBM via an IBM provided Webservice or HTTP POST URL
- On an ongoing basis, incremental data must be provided, there is no support for full, destructive loads
- The integration will map up to 25 fields on 1 Requisition Template.

#### **4.2.19 IBM Kenexa BrassRing API Requisition Field Association Data Import**

API Requisition Field Association Data Import provides one (1) import feed of Requisition Field Association Data from one (1) HRIS system to BrassRing, which allows Client’s Requisition Field Association data to be loaded into BrassRing.

Requisition Field association allows the selection of an option in a parent field to determine the options that are available in one or more subsequent child fields on a requisition form.

This integration requires:

- The integration must utilize XML, IBM’s application programming interface “API” as outlined in the technical specification document.
- API requires the XML data to be sent to IBM via an IBM provided Webservice or HTTP POST URL
- On an ongoing basis, incremental data must be provided, there is no support for full, destructive loads
- The integration will map up to 3 parents with 10 children per parent.

#### **4.2.20 IBM Kenexa BrassRing API New Hire Candidate Data Export**

API New Hire Candidate Data Export provides one (1) export feed of New Hire Candidate Data from BrassRing to one (1) HRIS System, which allows Candidate data that applies to a candidate such as name, address, etc. and any information that resides on a candidate form in the BrassRing system to be exported to Client’s HRIS system.

This integration requires:

- This integration must include the mandatory fields outlined in the document “IBM Common Integration Fields” in the section “BrassRing system to HRIS”
- The specific data fields integrated shall be from the set of mandatory and other fields outlined in the document “IBM Common Integration Fields” in the section “BrassRing system to HRIS”.

- The integration must utilize XML, IBM's application programming interface "API" as outlined in the technical specification document.
- API requires the XML data to be received by Client via a Client provided Webservice or HTTP POST URL
- On an ongoing basis, incremental data must be provided, there is no support for full, destructive loads
- The integration will map up to 50 fields.

#### **4.2.21 IBM Kenexa BrassRing API Requisition Import**

API Requisition Import provides one (1) import feed of Requisition Data from one (1) HRIS system to BrassRing, which allows Requisition data to be imported into BrassRing from an external system.

Requisition data is any information that is in a Job Requisition such as the Job description, Job number, Department.

This integration requires:

- This integration must include the mandatory fields outlined in the document "IBM Common Integration Fields" in the section "Customer HRIS to BrassRing".
- The specific data fields integrated shall be from the set of mandatory and other fields outlined in the document "IBM Common Integration Fields" in the section "Customer HRIS to BrassRing".
- The integration must utilize XML, IBM's application programming interface "API" as outlined in the technical specification document.
- API requires the XML data to be sent to IBM via an IBM provided Webservice or HTTP POST URL
- On an ongoing basis, incremental data must be provided, there is no support for full, destructive loads
- The integration will map up to 50 fields on 1 requisition template.

#### **4.2.22 IBM Kenexa BrassRing API Candidate Import**

API Candidate Import provides one (1) import feed of Candidate Data from one (1) HRIS system to BrassRing, which allows Candidate data to be imported into BrassRing from an external system.

Candidate information is any data that applies to a candidate, such as name, address, previous employers, education, skills, or status that is maintained in a Client's HRIS or on a BrassRing candidate form.

This integration requires:

- This integration must utilize XML, IBM's application programming interface "API" as outlined in the technical specification document.
- API requires the XML data to be sent to IBM via an IBM provided Webservice or HTTP POST URL
- On an ongoing basis, incremental data must be provided, there is no support for full, destructive loads.
- The integration will map up to 50 fields.

#### **4.2.23 IBM Kenexa BrassRing API Rehire Eligibility Check**

API Rehire Eligibility Check provides, one (1) export feed of Candidate Data from BrassRing to one (1) HRIS system, which allows Candidate data that applies to a candidate such as name, address, etc. and any information that resides on a candidate form in the BrassRing system to be exported to Client's HRIS system.

This integration requires:

- This integration must utilize XML, IBM's application programming interface "API" as outlined in the technical specification document.
- API requires the XML data to be sent to the Client via Client provided HTTP POST URL
- Mechanism of the export is real-time when a candidate is moved to a Client specified pre-determined Triggering HR Status in BrassRing.
- Data related to Candidate and Requisition can be exported.



API Rehire Eligibility Check also provides, one (1) import feed of Form data for results from one (1) HRIS system to BrassRing, which allows Candidate form data to be imported into BrassRing from an external system.

This integration requires:

- This integration must utilize XML, IBM's application programming interface "API" as outlined in the technical specification document.
- API requires the XML data to be sent to IBM via an IBM provided Webservice or HTTP POST URL
- The results will be captured on a BrassRing Candidate form.

#### **4.2.24 IBM Kenexa BrassRing API Talent Gateway Employee Profile Import**

API Talent Gateway Employee Profile Import provides one (1) import feed of Employee Profile Data from one (1) HRIS system to BrassRing, which pre-populate employee information on BrassRing Internal and/or Referral Talent Gateways.

This integration requires:

- This integration must utilize XML, IBM's application programming interface "API" as outlined in the technical specification document.
- API requires the XML data to be sent to IBM via an IBM provided Webservice.
- On an ongoing basis, incremental data must be provided, there is no support for full, destructive loads.

#### **4.2.25 IBM Kenexa BrassRing API Background Check/Assessment Vendor Custom Integration**

API Background Check/Assessment Vendor Custom Integration provides one (1) export feed of Candidate Data from BrassRing to one (1) Vendor system, which allows Candidate data that applies to a candidate such as name, address, etc. and any information that resides on a candidate form in the BrassRing system to vendor system.

This integration requires:

- This integration must utilize XML, IBM's application programming interface "API" as outlined in the technical specification document.
- API requires the XML data to be sent to the Client via Client provided HTTP POST URL
- Mechanism of the export is real-time when a candidate is moved to a Client specified pre-determined Triggering HR Status in BrassRing.
- Data related to Candidate and Requisition can be exported.

API Background Check/Assessment Vendor Custom Integration also provides one (1) import feed of Form data for results from one (1) Vendor system to BrassRing, which allows Candidate form data to be imported into BrassRing from a vendor system.

This integration requires:

- This integration must utilize XML, IBM's application programming interface "API" as outlined in the technical specification document.
- API requires the XML data to be sent to IBM via an IBM provided Webservice or HTTP POST URL
- The results will be captured on a BrassRing Candidate form.

#### **4.2.26 IBM Kenexa BrassRing Premium Foundation Data Import**

Premium Foundation Data Import provides one (1) import feed of Foundation Data from one (1) HRIS system to BrassRing, which allows Client's foundation data to be loaded into BrassRing.

Foundation data is data that is present on the BrassRing system on a Requisition form or a Candidate form as a custom drop-down options list. Foundation data is sometimes referred to as form fields, and often appears in the form of tables in a Client's HRIS system.

This integration requires:

- This integration must include the mandatory fields outlined in the document "IBM Common Integration Fields" in the section "Customer HRIS to BrassRing".
- The specific data fields integrated shall be from the set of mandatory and other fields outlined in the document "IBM Common Integration Fields" in the section "Customer HRIS to BrassRing".

- Client to provide integration data files in IBM provided XML or delimited txt format
- The feeds will be sent to IBM via a FTP/SFTP process.
- The FTP/SFTP process will use username and password authentication. PGP encryption can be supported to add additional encryption of the files.
- Incremental data must be provided, there is no support for full, destructive loads
- IBM will build a custom process to consume Client data files and process them via IBM APIs
- The integration will map up to 10 fields.

#### **4.2.27 IBM Kenexa BrassRing Premium User Data (Recruiter/Manager) Import**

Premium User Data (Recruiter/HM) Import provides one (1) import feed of User (Recruiter/HM) Data from one (1) HRIS system to BrassRing, which allows Client's user data to be loaded into BrassRing.

Users in BrassRing are primarily the Recruiters and Hiring Managers of the application. These are the individuals that log onto BrassRing and manage/move the candidates through the recruitment process.

This integration requires:

- This integration must include the mandatory fields outlined in the document "IBM Common Integration Fields" in the section "Customer HRIS to BrassRing".
- The specific data fields integrated shall be from the set of mandatory and other fields outlined in the document "IBM Common Integration Fields" in the section "Customer HRIS to BrassRing".
- Client to provide integration data files in IBM provided XML or delimited txt format
- The feeds will be sent to IBM via a FTP/SFTP process.
- The FTP/SFTP process will use username and password authentication. PGP encryption can be supported to add additional encryption of the files.
- Incremental data must be provided, there is no support for full, destructive loads
- IBM will build a custom process to consume Client data files and process them via IBM APIs

#### **4.2.28 IBM Kenexa BrassRing Premium Job Code Default Data Import**

Premium Job Code Default Data Import provides one (1) import feed of Job Code Default Data from one (1) HRIS system to BrassRing, which allows Client's Job Code Default data to be loaded into BrassRing.

Job Code Default Data (JCDD) functionality allows Client to associate a set of default values to a Job Code. This is especially useful when Requisitions (jobs) are created in the system where a Recruiter/Hiring Manager chooses a Job code and all pre-determined fields in the Requisition get auto-populated based on the code selected.

The following conditions apply:

- This integration must include the mandatory fields outlined in the document "IBM Common Integration Fields" in the section "Customer HRIS to BrassRing".
- The specific data fields integrated shall be from the set of mandatory and other fields outlined in the document "IBM Common Integration Fields" in the section "Customer HRIS to BrassRing".
- Client to provide integration data files in IBM provided XML or delimited txt format
- The feeds will be sent to IBM via a FTP/SFTP process.
- The FTP/SFTP process will use username and password authentication. PGP encryption can be supported to add additional encryption of the files.
- Incremental data must be provided, there is no support for full, destructive loads
- IBM will build a custom process to consume Client data files and process them via IBM APIs
- The integration will map up to 25 fields on 1 Requisition Template.

#### **4.2.29 IBM Kenexa BrassRing Premium Requisition Field Associate Data Import**

Premium Requisition Field Association Data Import provides one (1) import feed of Requisition Field Association Data from one (1) HRIS system to BrassRing which allows Client's Requisition Field Association data to be loaded into BrassRing.

Requisition Field association allows the selection of an option in a parent field to determine the options that are available in one or more subsequent child fields on a requisition form.

This integration requires:

- Client to provide integration data files in IBM provided XML or delimited txt format
- The feeds will be sent to IBM via a FTP/SFTP process.
- The FTP/SFTP process will use username and password authentication. PGP encryption can be supported to add additional encryption of the files.
- Incremental data must be provided, there is no support for full, destructive loads
- IBM will build a custom process to consume Client data files and process them via IBM APIs
- The integration will map up to 3 parents with 10 children per parent.

#### **4.2.30 IBM Kenexa BrassRing Premium New Hire Candidate Export**

Premium New Hire Candidate Data Export provides one (1) export feed of New Hire Candidate Data from BrassRing to one(1) HRIS System, which allows Candidate data that applies to a candidate such as name, address, etc. and any information that resides on a candidate form in the BrassRing system to be exported to Client's HRIS system.

This integration requires:

- This integration must include the mandatory fields outlined in the document "IBM Common Integration Fields" in the section "BrassRing system to HRIS"
- The specific data fields integrated shall be from the set of mandatory and other fields outlined in the document "IBM Common Integration Fields" in the section "BrassRing system to HRIS".
- Client to provide integration data files in IBM provided delimited txt format
- The feeds will be sent to Client via a FTP/SFTP process.
- The FTP/SFTP process will use username and password authentication. PGP encryption can be supported to add additional encryption of the files.
- Incremental data must be provided, there is no support for full, destructive loads
- The integration will map up to 50 fields.

#### **4.2.31 IBM Kenexa BrassRing Premium Requisition Import**

Premium Requisition Import provides one (1) import feed of Requisition Data from one (1) HRIS system to BrassRing, which allows Requisition data to be imported into BrassRing from an external system. Requisition data is any information that is in a Job Requisition such as the Job description, Job number, Department.

This integration requires:

- This integration must include the mandatory fields outlined in the document "IBM Common Integration Fields" in the section "Customer HRIS to BrassRing".
- The specific data fields integrated shall be from the set of mandatory and other fields outlined in the document "IBM Common Integration Fields" in the section "Customer HRIS to BrassRing".
- Client to provide integration data files in IBM provided XML or delimited txt format
- The feeds will be sent to IBM via a FTP/SFTP process.
- The FTP/SFTP process will use username and password authentication. PGP encryption can be supported to add additional encryption of the files.
- Incremental data must be provided, there is no support for full, destructive loads
- IBM will build a custom process to consume Client data files and process them via IBM APIs
- The integration will map up to 50 fields on 1 Requisition Template.

#### **4.2.32 IBM Kenexa BrassRing Premium Candidate Import**

Premium Candidate Import provides one (1) import feed of Candidate Data from one (1) HRIS system to BrassRing, which allows Candidate data to be imported into BrassRing from an external system.

Candidate information is any data that applies to a candidate, such as name, address, previous employers, education, skills, or status that is maintained in a Client's HRIS or on a BrassRing candidate form.

This integration requires:

- Client to provide integration data files in IBM provided XML or delimited txt format
- The feeds will be sent to IBM via a FTP/SFTP process.
- The FTP/SFTP process will use username and password authentication. PGP encryption can be supported to add additional encryption of the files.
- Incremental data must be provided; there is no support for full, destructive loads
- IBM will build a custom process to consume Client data files and process them via IBM APIs
- The integration will map up 50 fields.

#### **4.2.33 IBM Kenexa BrassRing Premium Rehire Eligibility Check**

Premium Rehire Eligibility Check provides one (1) export feed of Candidate Data from BrassRing to one (1) HRIS system, which allows Candidate data that applies to a candidate such as name, address, etc. and any information that resides on a candidate form in the BrassRing system to be exported to Client's HRIS system.

This integration requires:

- Client to provide integration data files in IBM provided delimited txt format
- The feeds will be sent to Client via a FTP/SFTP process.
- The FTP/SFTP process will use username and password authentication. PGP encryption can be supported to add additional encryption of the files.
- Incremental data must be provided, there is no support for full, destructive loads

Premium Rehire Eligibility Check also provides one (1) import feed of Form data for results from one (1) HRIS system to BrassRing, which allows Candidate form data to be imported into BrassRing from an external system.

This integration requires:

- Client to provide integration data files in IBM provided XML or delimited txt format
- The feeds will be sent to IBM via a FTP/SFTP process.
- The FTP/SFTP process will use username and password authentication. PGP encryption can be supported to add additional encryption of the files.
- Incremental data must be provided, there is no support for full, destructive loads
- IBM will build a custom process to consume Client data files and process them via IBM APIs
- The results will be captured on a BrassRing Candidate form.

#### **4.2.34 IBM Kenexa BrassRing Premium Talent Gateway Employee Profile Import**

Premium Talent Gateway Employee Profile Import provides one (1) import feed of Employee Profile Data from one (1) HRIS system to BrassRing, which pre-populate employee information on BrassRing Internal and/or Referral Talent Gateways.

This integration requires:

- Client to provide integration data files in IBM provided XML or delimited txt format
- The feeds will be sent to IBM via a FTP/SFTP process.
- The FTP/SFTP process will use username and password authentication. PGP encryption can be supported to add additional encryption of the files.
- Incremental data must be provided, there is no support for full, destructive loads
- IBM will build a custom process to consume Client data files and process them via IBM APIs

#### **4.2.35 IBM Kenexa BrassRing Premium Background Check/Assessment Vendor Custom Integration**

Premium Background Check/Assessment Vendor Custom Integration provides one (1) export feed of Candidate Data from BrassRing to one (1) Vendor system, which allows Candidate data that applies to a candidate such as name, address, etc. and any information that resides on a candidate form in the BrassRing system to vendor system.

This integration requires:

- Client to provide integration data files in IBM provided delimited txt format
- The feeds will be sent to Client via a FTP/SFTP process.

- The FTP/SFTP process will use username and password authentication. PGP encryption can be supported to add additional encryption of the files.
  - Incremental data must be provided, there is no support for full, destructive loads
- Premium Background Check/Assessment Vendor Custom Integration also provides one (1) import feed of Form data for results from one (1) Vendor system to BrassRing, which allows Candidate form data to be imported into BrassRing from a vendor system.

This integration requires:

- Client to provide integration data files in IBM provided XML or delimited txt format
- The feeds will be sent to IBM via a FTP/SFTP process.
- The FTP/SFTP process will use username and password authentication. PGP encryption can be supported to add additional encryption of the files.
- Incremental data must be provided, there is no support for full, destructive loads
- IBM will build a custom process to consume Client data files and process them via IBM APIs
- The results will be captured on a BrassRing Candidate form.

#### **4.2.36 IBM Kenexa BrassRing Premium BrassRing and Workday Integration**

Premium BrassRing and Workday Integration provides the following five integrations, which integrate data between Workday system and BrassRing.

One (1) import feed of Foundation Data from one (1) Workday system to BrassRing

One (1) import feed of User (Recruiter/HM) from one (1) Workday system to BrassRing

One (1) import feed of Job Code Default Data from one (1) Workday System to BrassRing

One (1) import feed of Requisition Field Association Data from one (1) Workday System to BrassRing

This integration requires:

- This integration will utilize XML, the Workday Public Web Services API and the BrassRing Data Mapping Tool.
- The specific data fields integrated shall be from the "IBM Kenexa Workday\_Data Mapping" document.
- The specific web service operations integrated shall be from the "IBM Kenexa Workday\_Data Mapping" document.
- The integration will provide data changes/modifications wherever supported by the Workday API. Full loads will be used where Workday API does not support identifying data changes/modifications.
- The integration will provide One (1) initial full load for staging and One (1) initial full load for production.
- Only items provided in the "Workday Integration Specification" and "IBM Kenexa Workday\_Data Mapping" document are in scope. Items outside of this or not mentioned must be scoped separately.
- Client is responsible for items listed in Section 5 of "Workday Integration Specification".
- Integration is batched for daily processing.

One (1) export feed of New Hire Candidate Data from BrassRing to one (1) HRIS System

- This integration will utilize XML, the Workday Public Web Services API and the BrassRing Data Mapping Tool.
- The specific data fields integrated shall be from the "Kenexa Workday\_Data Mapping" document.
- The specific web service operations integrated shall be from the "Kenexa Workday\_Data Mapping" document.
- Integration is real-time.
- Only items provided in the "Workday Integration Specification" and "Kenexa Workday\_Data Mapping" document are in scope. Items outside of this or not mentioned must be scoped separately.
- Client is responsible for items listed in Section 5 of "Workday Integration Specification".

#### **4.2.37 IBM Kenexa BrassRing SAML 2.0 Single Sign On**

SAML 2.0 Single Sign On provides the ability for users and employees to Single Sign On using SAML 2.0

Single Sign On for User (Recruiter/Manager)

Single Sign On for Employees to One (1) Internal Talent Gateway

Single Sign On for Employees to One (1) Employee Referral Talent Gateway

This integration requires:

- Client must support SAML 2.0 on their SAML product.
- SSO certificate must be from a trusted authority.

#### **4.2.38 IBM Kenexa BrassRing RSA Encrypted Payload Web Service Single Sign On**

RSA Encrypted Payload Web Service Single Sign On provides the ability for users and employees to Single Sign On using RSA Encrypted payload web service.

Single Sign On for User (Recruiter/Manager)

Single Sign On for Employees to One (1) Internal Talent Gateway

Single Sign On for Employees to One (1) Employee Referral Talent Gateway

This integration requires:

- Encryption on the SSO request is performed using RSA algorithm
- The integration must utilize XML
- The must use IBM provided Webservice

#### **4.2.39 IBM Kenexa BrassRing Export Feed into Customer Data Warehouse**

Export Feed into Customer Data Warehouse provides one (1) export feed of BrassRing Data to Customer Data Warehouse.

BrassRing data-warehousing files are an extract of most of the information collected within BrassRing to a BrassRing customer for additional reporting, data analysis and data-warehousing purpose.

This integration requires:

- The integration must utilize delimited flat file as outlined in the IBM technical specification document.
- The feeds will be sent to the Client via a FTP/SFTP process
- The FTP/SFTP process will use username and password authentication. PGP encryption can be supported to add additional encryption of the files.
- The integration will have a single "full load" after which each daily integration will provide data changes/modifications only,

#### **4.2.40 IBM Kenexa BrassRing Data Migration**

Data Migration provides one (1) standard data migration from one (1) Source system to BrassRing.

Data migration is the process of migrating information from an external source into BrassRing.

This integration requires:

- IBM will provide a standard format for Client's data submission using IBM defined standard tools and processes and will upload Client's migrated data into BrassRing in accordance with the project plan.
- IBM is responsible for the mapping of their data to that tool, populating their data into that tool and for providing Kenexa with a copy of the data schema or data map for the system from which data is being migrated
- The data to be migrated:
  - (1) Open job records/requisitions
  - (2) Candidate records associated with open job records. Candidate records include text Resumes.
  - (3) Record volumes are not to exceed 25,000 candidate records and 5,000 requisitions.
  - (4) Other enclosures (ancillary documents associated with User Candidate Files e.g. reference certificates, background check results) subject to format, file, and size limitations defined by

IBM can be migrated as non-searchable, non-reportable attachments to candidate records if stored in one of the following approved formats: xls, gif, jpg, tif, bmp, htm, html, txt, doc, xml, csv, rtf, pdf, ppt, docx, pptx, xlsx

#### **4.2.41 IBM Kenexa BrassRing Deactivation – Export of Candidate Text Resumes**

Deactivation – Export of Candidate Text Resumes provides one (1) export of Candidate text resumes from BrassRing.

This integration requires:

- Text Resumes can be delivered via SFTP process. The SFTP process will use username and password authentication.
- Filename Format: “1294781.txt” filename is the ResumeKey number.

#### **4.2.42 IBM Kenexa BrassRing Deactivation – Access Database Export**

Deactivation – Access Database Export provides one (1) export of BrassRing data in an Access Database.

This integration requires:

- The data export will be in an access database structure and format provided by IBM. IBM will provide an entity relationship diagram for the access database.
- The export will be sent to the Client via SFTP process. The SFTP process will use username and password authentication.

#### **4.2.43 IBM Kenexa BrassRing Hiring Manager Simulation Training Package**

Hiring Manager Simulation Training Package provides 7 simulations with audio selected from a predefined list and customized to Client’s process. Simulations are provided to Client for hosting on their intranet or their LMS.

#### **4.2.44 IBM Kenexa BrassRing Recruiter Simulation Training Package**

Recruiter Simulation Training Package provides 10 simulations with audio selected from a predefined list and customized to Client’s process. Simulations are provided to Client for hosting on their intranet or their LMS.

#### **4.2.45 IBM Kenexa BrassRing Custom Simulation**

Custom Simulation covers 1 topic with screen shots and audio. Topic selected from a predefined list and customized to Client’s process. Run time is up to 8 minutes. Simulations are provided to Client for hosting on their intranet or LMS.

#### **4.2.46 IBM Kenexa BrassRing Administrator Tools for Super Users Instructor-led Webinar**

Administrator Tools for Super Users Instructor-led Webinar provides an online course conducted over one 3-hour webinar for up to 20 participants. Manual provided in PDF format.

#### **4.2.47 IBM Kenexa BrassRing Custom 2-hour Instructor-led Webinar**

Custom 2-hour Instructor-led Webinar provides a webinar for up to 20 participants. The course is recommended for Hiring Manager or Recruiter Users and follows a predetermined agenda.

#### **4.2.48 IBM Kenexa BrassRing New Users Fundamentals Instructor-led Webinar**

New Users Fundamentals Instructor-led Webinar provides an editable (Word) version of the IBM Kenexa BrassRing New User Fundamentals Training Manual and license to reproduce.

### **4.3 IBM Kenexa BrassRing Offerings Integrated with Third Party Suppliers**

The following Cloud Service offerings under this Service Description provide the ability to integrate with third party suppliers for certain services. If Client has subscribed to any of these Cloud Service offerings, Client is solely responsible for obtaining the services of such third party vendors and for any associated license, subscription, or other necessary rights and applicable fees with those suppliers, as applicable:

#### **4.3.1 IBM Kenexa BrassRing Background Check**

Provides common service integrations with background check vendor partners that permit Client to make a request for a check or screen directly through BrassRing. Based on results of a background check, BrassRing can update the background check activity in the workflow and initiate/trigger the next step in the workflow. Information obtained during background checks can be passed back to the system for storage in the candidate’s Talent Record.

#### 4.3.2 IBM Kenexa BrassRing SMS Messaging

Setup of text messaging for BrassRing between IBM's SMPP server vendor and Client's SMS telecom vendor.

#### 4.3.3 IBM Kenexa BrassRing Job Posting Aggregator

Provides pre-built integrations to various third party job distribution partners from IBM Kenexa BrassRing.

#### 4.3.4 IBM Kenexa BrassRing Video Interviewing

Provides integration between IBM Kenexa BrassRing and various providers that provide virtual interview services.

#### 4.3.5 IBM Kenexa BrassRing Work Opportunity Tax Credit

The Work Opportunity Tax Credit (WOTC) feature has integrations to various suppliers providing hiring incentive services. Integration with these WOTC service providers allows Client to be aware of the various Federal and State government WOTC hiring stimulation incentive programs.

### 5. 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 policies will not degrade the security of the Cloud Service.

This Cloud Service is US-EU Safe Harbor certified.

### 6. Service Level Agreement

IBM provides this Service Level Agreement (SLA) to its Clients subject to the following terms. The version of this SLA that is current at the commencement or renewal of the subscription period will apply. The SLA is not a warranty.

#### 6.1 General SLA Terms

##### 6.1.1 Definitions

**Contracted Month** — each full calendar month during the subscription period of the Cloud Service 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.

**Qualified Claim** — a claim validated by IBM of a missed service level not due to any of the exclusions as set forth below.

**Service Credit** — an amount equal to the applicable credit as described below for a missed service level.

**SLA Claim** — a claim submitted by Client of a missed service level as described in this section.

##### 6.1.2 Services Credit Process

For any missed SLA, Client agrees to the following process:

- a. Client may claim one Service Credit per calendar month.
- b. For any event that impacts more than one SLA, Client may only submit one SLA Claim caused by such one event.
- c. Client agrees to pay all invoices in full when any SLA Claim is being reviewed or Service Credit is being determined.
- d. To submit a SLA Claim, Client must log a Severity 1 support ticket (as defined 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.
- e. A SLA Claim for a Service Credit must be submitted no later than three business days after the end of the Contracted Month which the SLA Claim arose.
- f. IBM will use its reasonable judgment to validate SLA Claims based on information available in IBM's records, which will prevail in the event of a conflict with data in Client's records.

##### 6.1.3 Settlement of Service Credits

If a Service Credit is due, IBM will issue a subsequent invoice with the applicable Service Credit. If charges for the Cloud Service, that are subject of an SLA Claim, during a month in which a Service Credit was eligible has not been incurred, or for any other reason has been credited or waived, Client shall not



be eligible for a Service Credit for that month. Should a Service Credit be earned in the final month of the Cloud Service subscription which was acquired from IBM, IBM will apply the credit against outstanding amounts due IBM under the Agreement, and if no amounts are due, IBM will refund the credit amount to Client.

If Client purchased the Cloud Service from a valid IBM reseller in a remarketing transaction where IBM maintains primary responsibility for fulfilling the Cloud Service and SLA commitments, the Service Credit will be based 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% and the Service Credit will be paid directly to Client.

**6.1.4 Exclusivity of Remedies**

SERVICE CREDITS ARE CLIENT’S SOLE AND EXCLUSIVE REMEDY FOR FAILURE TO MEET A SERVICE LEVEL.

The following will be excluded from the calculation of a Qualified Claim:

- a. a scheduled or announced maintenance outage or Client requested maintenance;
- b. Events or causes beyond IBM's control (e.g., natural disaster, internet outages, emergency maintenance, etc.);
- c. problems with Content, equipment, or applications Client uses with the Cloud Service or any third party software, hardware or other technology;
- d. Client’s failure to adhere to required system configurations and supported platforms or Client system administration, commands, or programming errors
- e. problems with Client’s access to the Internet from Client’s location;
- f. Client caused security breach or any security testing performed by Client

This SLA does not apply to the following:

- Beta and trial Cloud Service offerings.
- Non-production environments, including but not limited to test, staging, disaster recovery, or QA.
- Claims made by an IBM Client’s users, guests, participants and permitted invitees of the Cloud Service.
- If Client has breached any material obligations for the Cloud Service offering.

**6.2 Availability Service Level**

If IBM fails to provide an Availability service level in a Contracted Month of greater than 99.2% IBM will provide the Service Credit as describe in this section.

**6.2.1 Definitions**

**Availability Percentage** — the amount, expressed as a percentage, equal to the total number of minutes in a Contracted Month minus the Qualifying Outage Minutes, divided by the total number of minutes for that month.

**Claimed Outage** — the period (measured in minutes) during which Client claims a Service Loss as substantiated by a logged support ticket for each event with the IBM customer support help desk for the applicable Cloud Service offering, in accordance with IBM procedure for reporting Severity 1 support issues.

**Qualifying Outage Minutes** — the aggregate of all Verified Outage minutes in a Contracted Month, minus any Claimed Outage minutes in that month resulting from any exclusion as set forth in section 1.4 above.

**Services Loss** — Client’s inability to connect to and use the Cloud Service.

**Verified Outage** — a Claimed Outage that has been verified by IBM using IBM monitoring logs of the Cloud Service offering. A Verified Outage begins at the first Claimed Outage from Client as verified by IBM’s monitoring logs as a Verified Outage and ends when the IBM monitoring log shows the Cloud Service restored.

<b>Availability Percentage (during a Contracted Month)</b>	<b>Service Credit (% of Monthly Service Invoice for Contracted Month which is the subject of a Qualified Claim)</b>
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<b>Availability Percentage (during a Contracted Month)</b>	<b>Service Credit (% of Monthly Service Invoice for Contracted Month which is the subject of a Qualified Claim)</b>
98.0% - 99.2%	5%
97%-97.999%	7.50%
96%-96.999%	10.00%
95%-95.999%	12.50%
94%-94.999%	15.00%
93%-93.999%	17.50%
Less than 93%	20%

Client may terminate the Cloud Service if the Availability Percentage falls below 95% for five months out of a six month period and obtain a credit for any pre-paid fees for which services have not yet been rendered.

### 6.3 Response Time Service Level

IBM will use commercially reasonable efforts to achieve a Response Time service level of less than 4 seconds for 95% of the Requests submitted in the Cloud Service offering in each Contracted Month. IBM will provide a Service Credit as described in this section for failure to meet this SLA.

#### 6.3.1 Definitions

**Monthly Performance** — will be the host latency performance for slowest 5% of measured transactions for a Contracted Month as available from the automated latency report.

**Request** — a request for information inquiry, including search but excluding reports, submitted within the Cloud Service offering.

**Response Time** — the time that elapses from the moment an inquiry is fully received at IBM application servers until the result is available for routing to the user from the cloud service environment.

#### 6.3.2 Service Credit

IBM will promptly investigate any SLA Claim submitted by Client and determine if it is a Qualified Claim such that the slowest 5% of measured transactions for the Contracted Month are 4 seconds or greater as specified in an automated host latency report generated by the Cloud Service offering.

For a Qualified Claim, IBM will have 30 days to remedy the Response Time to meet the SLA. If IBM fails to remedy the Response Time, Client's sole remedy is to receive a Service Credit for any Contracted Month thereafter based upon the reported Monthly Performance Range as follows.

<b>Monthly Performance Range (seconds)</b>	<b>Service Credit (% of Monthly Service Invoice for Contracted Month which is the subject of a SLA Claim)</b>
Less than 4	Meets SLA, no credit
4-5.999	5%
6-7.999	10%
8-8.999	15%
9-10.999	20%
11-12.999	25%
Greater than 13	50%

Client may terminate the Cloud Service offering if the Monthly Performance Range is greater than 11 seconds for five months out of a six month period and obtain a credit for any pre-paid fees for which Cloud Service services have not yet been rendered.

## 7. Technical Support

Baseline customer support is provided with the Cloud Service offering and Enabling Software, as applicable, during the subscription term. The technical and customer support available is detailed at: <http://www.ibm.com/software/support/kenexa/suite.html>

Severity Levels, descriptions and response time objectives are described in the chart below:

Severity	Severity Definition	Response Time Objectives During Support Hours
1	Critical business impact/service down: Business critical functionality is inoperable or critical interface has failed. Typically involves an outage in the production environment that critically impacts Client operations. This condition requires an immediate solution.	Within 1 hour
2	Significant business impact: A service feature or function is severely restricted in its use or Client is in jeopardy of missing critical business deadlines.	Within 2 hours
3	Minor business impact: Indicates the service or functionality is usable and it is not presenting a critical impact on operations.	Within 1 Business Day
4	Minimal business impact: An inquiry or non-technical request.	Within 2 business days

## 8. Entitlement and Billing Information

### 8.1 Charge Metrics

The Cloud Service is sold under the following charge metric as specified in the Transaction Document:

- a. "Access" is a unit of measure by which the Cloud Service may be obtained. An Access is the rights to use the Cloud Service. Client must obtain a single Access entitlement in order to use the Cloud Service during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- b. "Employee" is a unit of measure by which the Cloud Service can be obtained. An Employee is a unique person employed in or otherwise paid by or acting on behalf of Client's Enterprise, whether or not given access to the Cloud Service. Sufficient entitlements must be obtained to cover the number of Employees during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- c. "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.
- d. "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.

### 8.2 Set-Up Charges

Set-up charges will be specified in a Transaction Document.

### 8.3 Partial Month Charges

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

### 8.4 Overage Charges

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

## **8.5 On-Demand**

On-Demand options will be invoiced in the month the on-demand option is ordered by Client at the rate set forth in the Transaction Document.

## **9. 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.

## **10. Enabling Software**

This Cloud Service includes enabling software, which may be used only in connection with Client's use of the Cloud Service and only for the Cloud Service term.

IBM Kenexa BrassRing on Cloud can support an optional convenience utility which provides the ability to send interview invitations from IBM Kenexa BrassRing to an Outlook calendar user. This convenience utility may be downloaded from the IBM Cloud Service interface.

## **11. Additional Information**

### **11.1 Normative Data**

Notwithstanding anything to the contrary, for normative research, analyses and reporting purposes only, IBM may retain and use Client's content provided to IBM under this Service Description in aggregated, anonymous format (i.e., so that Client cannot be identified as the source of the confidential information and so that personally identifiable information allowing the identification of individual employees and/or applicants is removed). The provisions of this section will survive the termination or expiration of the transaction.

### **11.2 Return or Removal of Client Data**

Upon Client's written request following termination or expiry of either this Service Description or the Agreement, IBM, subject to its backup and retention policies, will delete or return to Client all proprietary content made available to the Cloud Service.

### **11.3 Data Collection**

Client agrees that IBM may use cookies and tracking technologies to collect personally identifiable information in gathering usage statistics and information designed to help improve user experience and/or to tailor interactions with users in accordance with <http://www-01.ibm.com/software/info/product-privacy/index.html>. Where required by applicable law, Client has notified the users and obtained their consent to do all of the above.

### **11.4 Data Processing**

For transactions performed in all EU Member States, Iceland, Liechtenstein, Norway and Switzerland, the following terms apply:

Client agrees that IBM may process Content including any Personal Data across a country border to the following countries: England, India, Ireland, and the USA, as well as Japan and the Netherlands solely for IBM Connections Social Cloud.

Depending on Client's specific service support structure, Client also agrees that IBM may process Content including any Personal Data across a country border to these additional following countries: Australia, Brazil, Canada, China, France, Finland, Germany, Hong Kong, Japan, New Zealand, Latin America, Mexico, Netherlands, Poland, Singapore, South Africa, Spain, Sweden, Switzerland, and UAE.

Client agrees that IBM may, on notice, vary this list of country locations when it reasonably determines it necessary for the provision of the Cloud Services.

When IBM's US-EU and US-Swiss Safe Harbor Frameworks do not apply to a transfer of EEA or Swiss Personal Data, the parties or their relevant affiliates may enter into separate standard unmodified EU Model Clause agreements in their corresponding roles pursuant to EC Decision 2010/87/EU with optional

clauses removed. All disputes or liability arising under these agreements, even if entered into by affiliates, will be treated by the parties as if the dispute or liability arose between them under the terms of this Agreement.