

## Service Description

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### IBM Operational Decision 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 Operational Decision Manager on Cloud is a software-as-a-service solution that provides a comprehensive decision management platform to effectively automate decision-making within and across business systems.

The Cloud Service is available either configured for a designated performance level based on average business decisions per hour by the following:

- IBM Operational Decision Manager on Cloud Tier 1 Rules Instance
- IBM Operational Decision Manager on Cloud Tier 2 Rules Instance
- IBM Operational Decision Manager on Cloud Tier 3 Rules Instance

Or, measured by the number of Decisions and Artifacts by the following:

- IBM Operational Decision Manager on Cloud Rules Decisions
- IBM Operational Decision Manager on Cloud Managed Decision Artifacts
- IBM Operational Decision Manager Rules Decisions Hybrid Entitlement
- IBM Operational Decision Manager Managed Decision Artifacts Hybrid Entitlement

The cloud managed service base capabilities include:

a. Operating Environment

The Cloud Service includes a single instance with a dedicated development, test and production runtime environment.

b. Cloud Service Web Site

The Cloud Service includes a web site for users to access the operating environments and administration capabilities that are defined for their role.

c. Email Notifications

A notification function that notifies users about their Cloud Service access, password changes, and will also notify administrators of Cloud Service status and scheduled changes.

d. Daily Automatic Online Backup

The cloud service performs a daily backup that can be used for automated recovery of the Cloud Service. The backup is encrypted and stored at a different data center location.

e. Export Client Content

Export feature that allows Client's content to be exported from the Cloud Service for storage at a location chosen by Client and at Client's expense.

f. Automated Monitoring and Recovery

Monitors the availability of the Cloud Service and executes a recovery if it becomes unresponsive or unreachable.

g. Account Administrator

The Cloud Service provides Client with an Account Administrator user login and password to access the operating environment. The Account Administrator will have the ability to manage a Cloud Service user's access to the operating environment, and assign and delete Cloud Service User roles. The Account Administrator may assign additional Cloud Service users to have administrator privileges.

#### h. User Management Page

A user management page enables Account Administrators to create and delete new users and assign roles. Cloud Service Users access the user management page to manage their personal user information. The Cloud Service Users may be assigned to one or more roles that will enable access to specific role-defined Cloud Service capabilities.

#### **Cloud Service offered as "Hybrid Entitlement"**

If the Cloud Service is designated as "Hybrid Entitlement", Client is entitled to access the functionality as described above in the IBM managed cloud environment and download and install the Program in the environment of Client's choice.

The IBM Programs included with each of the Hybrid Entitlement services are:

- IBM Decision Center Monthly Managed Decision Artifacts with IBM Operational Decision Manager Managed Decision Artifacts Hybrid Entitlement
- IBM Decision Server Standard Monthly Rules Decisions with IBM Operational Decision Manager Rules Decisions Hybrid Entitlement

### **1.1 Optional Features**

#### **1.1.1 IBM Operational Decision Manager on Cloud On Demand Consulting Professional**

The On Demand Consulting (ODC) Professional service includes remote access via the online ODC portal for up to five (5) developers ("Subscriber Contacts"). Subscriber Contacts have 24/7 access to knowledge library articles, solution accelerators and assets, and unlimited access to submit requests in a question-and-answer dialog with the ODC Client enablement leader and subject matter experts. Subscriber Contacts may request assistance with any aspect of ODM on Cloud including platform architecture, solution implementation, and delivery methodology.

#### **1.1.2 IBM Operational Decision Manager on Cloud On Demand Consulting Enterprise**

The ODC Enterprise service includes remote access via the online ODC portal for up to ten (10) developers ("Subscriber Contacts"). Subscriber Contacts have 24/7 access to knowledge library articles, solution accelerators and assets, and unlimited access to submit requests in a question-and-answer dialog with the ODC Client enablement leader and subject matter experts during the subscription period. Subscriber Contacts may request assistance with any aspect of ODM on Cloud including platform architecture, solution implementation, and delivery methodology.

The Subscriber Contact may engage IBM ODC for assistance with mutually agreed upon work product deliverables with finite start- and end-points up to 24 hours per month of subscription. Work product deliverables may include assistance with specific pattern examples or production ready solution code. Subscriber Contacts may also participate in weekly status calls with an IBM ODC Client enablement leader. For assistance on work product deliverables which will take longer than 24 hours per month of subscription, IBM may agree to provide such assistance in a separate written agreement with Client.

#### **1.1.3 IBM Operational Decision Manager on Cloud On Demand Consulting Additional Developer**

The Cloud Service provides a purchase option for additional developer access to the ODC Professional or Enterprise developer quantity included with those offerings.

## **2. Security Description**

This Cloud Service follows IBM's data security and privacy principles for IBM SaaS which are available at <http://www.ibm.com/cloud/data-security> and any additional terms provided in this section. Any change to IBM's data security and privacy principals will not degrade the security of the Cloud Service.

This Cloud Service may be used to process content that contains personal data and the sensitive personal data described below if Client, as the data controller, determines that the technical and organizational security measures are appropriate to the risks presented by the processing and the nature of the data to be protected. The Cloud Service is not designed to process data to which additional regulatory requirements apply.

The Cloud Service is HIPAA ready under the Health Information Portability and Accountability Act of 1996 (HIPAA). IBM will sign a Business Associate Agreement (BAA) for this offering and will conduct annual compliance testing once a BAA is signed.

## 2.1 Security Features and Responsibilities

The Cloud Service implements the following security features:

The Cloud Service encrypts content during data transmission between the IBM network and the Client endpoint. The Cloud Service encrypts data at rest.

The Cloud Service implements the following additional security features: an isolated tenant environment, regular penetration testing, user authentication, operations procedures that follow ISO standards and security practices. All communication is encrypted to FIPS 140-2 standards. The Cloud Service supports IP whitelisting for secure outbound connection to systems of record running in Client's network.

This Cloud Service is included in IBM's Privacy Shield certification and applies when Client chooses to have the Cloud Service hosted in a data center located in the United States, and is subject to IBM's Privacy Shield Privacy Policy, available at [http://www.ibm.com/privacy/details/us/en/privacy\\_shield.html](http://www.ibm.com/privacy/details/us/en/privacy_shield.html).

## 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 three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 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<br>(% of monthly subscription fee* for contracted month<br>that is the subject of a claim) |
|--|---|
| < 99.93%                               | 5%  |
| < 99.50%                               | 10%   |
| < 99.00%                               | 50%   |
| < 95.00%                               | 75%   |
| < 90.00%                               | 100%  |

\* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the Cloud Service in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month, minus the total number of minutes of Downtime in the contracted month, divided by the total number of minutes in the contracted month.

Example: 60 minutes total Downtime during contracted month

|  |  |
|--|--|
| 43,200 total minutes in a 30 day contracted month<br>- 60 minutes Downtime<br>= 43,140 minutes<br><hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes | = 5% Availability credit for 99.86% availability during the contracted month |
|--|--|

#### 4. Technical Support

Technical support for the Cloud Service is provided via email and an online problem reporting system. More information about hours of availability, email addresses, online problem reporting systems, and other technical support communication vehicles and processes are described in the documentation for the Cloud Service and the IBM Software Support Handbook. Technical support is offered with the Cloud Service and is not available as a separate offering.

| Severity | Severity Definition  | Response Time Objectives During Support Hours | Response Time Coverage |
|----------|--|---|------------------------|
| 1        | <b>Critical business impact/service down:</b><br>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 2 hours                                | 24x7                   |
| 2        | <b>Significant business impact:</b><br>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        | <b>Minor business impact:</b><br>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        | <b>Minimal business impact:</b><br>An inquiry or non-technical request.  | Within 1 business day                         | M-F business hours     |

#### 5. Maintenance

IBM will notify Client via email of all versions, releases and updates to the Cloud Service, and will use commercially reasonable efforts to coordinate the implementation of such updates with Client. Client acknowledges and agrees, however, that IBM will deploy all releases and software updates to the Cloud Service within 45 days after any release and/or update has been made generally available. The Client may provide IBM with specific dates or times that would not work within the 45 day window and IBM will attempt to schedule updates around those times. It is Client's responsibility to ensure that any on-premise licenses that are used together with the Cloud Service are kept at a compatible level as documented in the detailed system requirements at the IBM Support site.

#### 6. Entitlement and Billing Information

##### 6.1 Charge Metrics

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

- a. Million Rules Decisions is a unit of measure by which the Cloud Service can be obtained. A Rules Decision is the outcome of invoking a ruleset from a rule execution server. Sufficient entitlements must be obtained to cover the number of Rules Decisions, rounded up to the nearest Million, executed or processed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

- b. Thousand Managed Decision Artifacts is a unit of measure by which the Cloud Service can be obtained. A Managed Decision Artifact is an object managed by a decision management server. Sufficient entitlements must be obtained to cover the number of Decision Artifacts, rounded up to the nearest Thousand, managed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- c. 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.
- d. 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.

## **6.2 Partial Month Charges**

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

## **6.3 Overage Charges**

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

## **7. 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.

## **8. Additional Terms**

### **8.1 General**

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

### **8.2 Enabling Software**

The Cloud Service includes the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service. Enabling software is provided "AS-IS". Enabling software included with the Cloud Service is IBM Rule Designer which may be used to develop decision applications.

### **8.3 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 accessible 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.

### **8.4 Benchmarking**

Client may disclose the results of any benchmark test of the Cloud Service or its subcomponents to any third party provided that Client (A) publicly discloses the complete methodology used in the benchmark test (for example, hardware and software setup, installation procedure and configuration files), (B) performs Client's benchmark testing running the Cloud Service in its Specified Operating Environment using the latest applicable updates, patches and fixes available for the Cloud Service from IBM or third parties that provide IBM products ("Third Parties"), and (C) follows any and all performance tuning and "best practices" guidance available in the Program's documentation and on IBM's support web sites for the Program. If Client publishes the results of any benchmark tests for the Cloud Service, then

notwithstanding anything to the contrary in any agreement between Client and IBM or Third Parties, IBM and Third Parties will have the right to publish the results of benchmark tests with respect to Client's products provided IBM or Third Parties complies with the requirements of (A), (B) and (C) above in its testing of Client's products.

## **8.5 Accelerators and Sample Materials**

The Cloud Service may include some components in source code form ("Source Components") and other materials identified as Sample Materials. Client may copy and modify Source Components and Sample Materials for internal use only, provided however that Client may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. IBM provides the Source Components and Sample Materials without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.