

IBM Datacap 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 Datacap on Cloud is a private cloud solution for document capture and processing that provides:

- a. The creation and deployment of capture applications that:
 - Accept incoming documents in supported image and electronic document formats (e.g. PDF, TIF, JPG, DOC, RTF etc.).
 - Receive documents from multiple sources, including scanners, FAX, email, file systems, and mobile devices.
 - Apply supported image enhancement capabilities such as auto-rotate, straighten, and despeckle to those documents.
 - Apply data recognition and extraction techniques, such as Optical Character recognition, Intelligent Character recognition, Optical Mark Recognition, Bar Code Recognition as supported by Datacap.
 - Define pages and "fingerprints" as templates for automated page recognition and data extraction.
 - Data verification via automated rules or manually.
 - Convert documents to alternate formats.
 - Export to a directory or a supported IBM Cloud.
 - Provides access to the Cloud Service via the Datacap Mobile app available from the Apple App store or Google Play store.
 - A secure virtual private infrastructure
- b. Replication of production data to a secondary location in support of disaster recovery
- c. Up to 4 TB of outbound bandwidth; higher bandwidth quoted separately
- d. 24x7 production environment monitoring, virus scanning, intrusion detection / penetration testing services, software patches, and software upgrades (data migration services or activities required for custom configurations or extensions quoted separately).
- e. Active Directory Integration

Included Options: (Microsoft Active Directory or IBM Tivoli Directory Server)

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

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

Custom solution implementation, configuration, and integration services are available for an additional charge under a statement of work.

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

Each Base Service Offering Instance includes:

- A production environment
- Temporary storage sufficient for one week document storage

Each Datacap on Cloud configuration (Copper, Bronze, Silver, Gold and Platinum) reflects the capacity of the Cloud Service to support a Typical Capture Workload and can be used for planning purposes.

A Typical Capture Workload is defined as:

- Incoming PDF or TIF formatted files, B&W, good quality
- 5 page document
- "Light" image enhancement (Deskew, rotate, etc.)
- OCR first page only; extract between 5-10 fields
- Store as PDF or TIF
- Export metadata and Image to holding directory for maximum 7 days
- Based on 24 hour daily processing time

Other workloads are possible. Note that simpler workloads may result in higher throughput. More complex processing may likely result in lower throughput.

1.1 IBM Datacap Copper

This configuration is intended to support organizations, lines of business, or departments with:

- Processing up to 10,000 pages per day based on the Typical Capture Workload defined earlier.
- Copper configuration provides 500GB of storage; additional TB storage can be separately purchased.

1.2 IBM Datacap Bronze

This configuration is intended to support organizations, lines of business, or departments with:

- Processing up to 50,000 pages per day based on the Typical Capture Workload defined earlier.
- Bronze configuration provides 1TB of storage; additional TB storage can be separately purchased.

1.3 IBM Datacap Silver

This configuration is intended to support organizations, lines of business or departments with:

- Processing up to 100,000 pages per day, based on the Typical Capture Workload defined earlier.
- Silver configuration provides 1TB of storage; additional TB storage can be separately purchased.

1.4 IBM Datacap Gold

This configuration is intended to support organizations, lines of business or departments with:

- Processing up to 500,000 pages per day, based on the Typical Capture Workload defined earlier.
- Gold configuration provides 3TB of storage; additional TB storage can be separately purchased.

1.5 IBM Datacap Platinum

This configuration is intended to support organizations, lines of business or departments with:

- Processing up to 1,000,000 pages per day, based on the Typical Capture Workload defined earlier.
- Platinum configuration provides 5TB of storage; additional TB storage can be separately purchased.

1.6 Optional Entitlements

1.6.1 IBM Datacap Insight Edition Entitlements

IBM Datacap Insight Edition delivers a set of cognitive capture capabilities, including:

- Actions, functions, and preconfigured Datacap rulesets that help enable organizations to automate identification, recognition, classification and data extraction of documents that are complex, variable, and that have unpredictable formatting.
- Analytics to examine the structure and content of each page to help determine the document type, find undefined item value pairs in documents, identify and resolve business constructs (such as account numbers), and identify human, corporate, industry and other entities.

The following Insight Edition entitlements are available:

- a. **IBM Datacap Insight Edition Add-On Copper**
Available for organizations who have purchased IBM Datacap on Cloud Copper entitlement and who need advanced cognitive capture and document processing capabilities.
- b. **IBM Datacap Insight Edition Add-On Bronze**
Available for organizations who have purchased IBM Datacap on Cloud Bronze entitlement and who need advanced cognitive capture and document processing capabilities.
- c. **IBM Datacap Insight Edition Add-On Silver**
Available for organizations who have purchased IBM Datacap on Cloud Silver entitlement and who need advanced cognitive capture and document processing capabilities.
- d. **IBM Datacap Insight Edition Add-On Gold**
Available for organizations who have purchased IBM Datacap on Cloud Gold entitlement and who need advanced cognitive capture and document processing capabilities.
- e. **IBM Datacap Insight Edition Add-On Platinum**
Available for organizations who have purchased IBM Datacap on Cloud Platinum entitlement and who need advanced cognitive capture and document processing capabilities.

1.6.2 IBM Datacap Storage Add-On

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

1.6.3 IBM Datacap Non-Production Environment

Client may purchase a separate instance for test and development purposes. This environment may not be used for production purposes.

- a. The Non-Production Environment configuration is sized the same as the Copper configuration.
- b. The Non-Production Environment does not provide high availability or disaster recovery.

1.6.4 IBM Datacap Dedicated Add-On

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

1.7 Set-up Services

1.7.1 IBM Datacap on Cloud Jump Start

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

1.7.2 IBM Datacap on Cloud Accelerator

This on demand service provides up to 50 hours of remote consulting time to be used for performing activities including (1) assistance with use cases, including data movement use cases in support of a one-time, point in time, data movement (2) coaching on proven practices for reports, dashboards and other

systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading (including setup of source and target environments and data movement as defined in data movement use case) and (4) other administrative and configuration topics of interest (collectively, "Activities"). This remotely delivered set-up service is purchased per Engagement and expires 12 months from the date of purchase of entitlement or on the last day of the initial Cloud Service subscription term, whichever is earliest, regardless of whether all hours have been used.

2. Security Description

This Cloud Service follows IBM's data security and privacy principles for Cloud Services 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 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. Client recognizes that this Cloud Service does not offer features for the protection of sensitive personal data or data subject to additional regulatory requirements. Client acknowledges that IBM has no knowledge of the types of data that have been included in the content, and cannot make an assessment as to the suitability of the Cloud Services or the security protections which are in place.

2.1 Security Features and Responsibilities

The Cloud Service implements the following security features:

The Cloud Service does encrypt content during data transmission between the IBM network and client network access point. The Cloud Service does encrypt content when at rest.

All data is protected using FIPS 1402 level 1 compliant whole disk encryption. The data classification for this solution defaults to data being classified as Client sensitive. IBM will work with the Client to address other regulatory requirements (such as HIPAA, PIPEDA, etc.) when requested by the Client for the intended workload, and may impact the solution architecture and charges.

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.

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 50 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

3.2 Service Levels

Availability of the Cloud Service during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
< 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%. 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: 440 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month - 440 minutes Downtime = 42,760 minutes <hr style="width: 50%; margin-left: 0;"/> 43,200 total minutes	= 5% Availability credit for 98.8% availability during the contracted month
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4. Technical Support

Technical support for the Cloud Service is provided via an online problem reporting system.. 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
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
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
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
4	Minimal business impact: An inquiry or non-technical request.	Within 1 business day

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 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 PoE or Transaction Document.
- c. **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.

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 Setup Service Charges

Setup Services are purchased on a per Engagement basis and will be billed at the rate specified in the Transaction Document.

6. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the PoE.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90 day period.

7. Enabling Software

The Cloud Service requires the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service. Enabling software is provided to Client under following terms:

Enabling Software	Applicable License Terms
Developer Workstation – IBM Datacap	Datacap Authorized License Terms: http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/EC6C6522AB1AC0E885258088006B9739?OpenDocument Additional overriding terms Client may access and download this program for purposes of testing and verification of applications for implementation on the Client's Datacap on Cloud production environment. This program is restricted to non-production use.
Developer Workstation – IBM Datacap Insight Edition	Datacap Insight Edition Add-On Authorized: http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/DEC843F6A52273E6852580960046ABED?OpenDocument Additional overriding terms Client may access and download this program for purposes of testing and verification of applications for implementation on the Client's Datacap on Cloud production environment. This program is restricted to non-production use.

8. Additional Terms

8.1 Backup

Routine backups for the data and environments are provided. For production environments, asynchronous replication of production VM images, backups, metadata, and content to secondary center is also included.

8.2 Cloud Service Expiration

Before expiration or termination of the Cloud Service, Client can use any of the provided reporting or export features of the Cloud Service to extract data. Custom data extraction services are available under a separate agreement.

Upon receiving a support request from Client within 30 days of the Cloud Service expiration or termination date, IBM will return to Client an electronic copy of Client's content in the native application format.

8.3 Disaster Recovery

The Cloud Service is configured to support business continuity objectives defined below. Business continuity objectives help ensure that an organization's critical business functions will be recovered to an operational state, with a minimal loss of data, within a reasonably short period following a disaster at the primary computing location. Once a determination is made that an incident at the primary computing location warrants a failover to the secondary location, business continuity plans and related activities shall be executed by IBM in support of the recovery objectives noted below. For this Cloud Service the non-production environment will be refreshed and reconfigured to accept production workloads until service at the primary location is restored.

Business Continuity Objectives	
Recovery Point Objective	4 hours
Recovery Time Objective	<ul style="list-style-type: none">• 4 consecutive hours when a secondary, equivalent Non-Production environment is purchased.• At least 24 consecutive hours, if no secondary Non-Production environment is purchased.