

## Service Description

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### 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 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. If a Non-Production Environment is purchased for Disaster Recovery purposes:
  - (1) Testing is performed on a representative sample from our overall Client portfolio at least once per year.
  - (2) Additional requirements such as testing on Client specific environments will be quoted separately.
- f. 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
    - Support for one (1) Active Directory server
    - Provide a (Read Only) domain controller in the Cloud Service that is in the Client domain.
    - Client manages all end user access to the cloud environment (groups, IDs, access).
    - Full Admin rights to Client
  - 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.
- Provide SAML authentication if required.

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

g. Datacap Desktop is available via remote desktop session in a nonproduction cloud environment. The IBM Datacap Navigator web client is the Datacap on Cloud user interface for changing workflows, users, groups, and otherwise engaging with capture application.

(1) The following Datacap components are available via remote desktop session in a nonproduction cloud environment:

- Datacap FastDoc
- Datacap FastDoc (Admin)
- Datacap Studio
- Datacap Application Copy Tool
- Datacap Fingerprint Service Test Tool
- Datacap Flex Manager
- Datacap Maintenance Manager
- Datacap Application Manager
- Datacap License Manager
- Datacap Rulerunner Manager
- Datacap Server Manager
- Datacap Web Client Configuration Tool
- Datacap Web Server Configuration Tool

(2) Datacap on Cloud customers must use a remote desktop session to develop capture applications on the cloud using Datacap Studio or Datacap FastDoc.

(3) Due to Windows license limitations, non-production Datacap on Cloud environments are limited to 2 concurrent remote desktop sessions.

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

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

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

Each Base Service Offering Instance includes 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 Features or Services

### 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 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 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 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 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 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 except when implemented as a standby disaster recovery site.

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

### 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.

### 1.6.5 IBM Datacap Federal Datacenter Add-On

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

## 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 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.

### 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.

The Cloud Service is currently ISO27001 certified. ISO27001 certified cloud product listings are available at: <http://www-01.ibm.com/common/ssi/cgi-bin/ssialiasubtype=ST&infotype=SA&htmlfid=KUJ12444USEN&attachment=KUJ12444USEN.PDF>.

The Cloud Service is HIPAA ready with customer notification of this requirement.

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 3 business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime"). Downtime is related to the complete system unavailability (not issues with specific functions) and is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

#### 3.2 Service Levels

Availability of the Cloud Service during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
< 99.8%	2%
< 99%	5%
< 95%	10%

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

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

### 4. Technical Support

Technical support for the Cloud Service is provided via email and an online problem reporting system. IBM will make available the IBM Software as a Service Support Handbook which provides technical support contact information and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

### 5. Entitlement and Billing Information

#### 5.1 Charge Metrics

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

- a. Engagement is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the Cloud Service. Sufficient entitlements must be obtained to cover each Engagement.
- b. Instance is a unit of measure by which the Cloud Service can be obtained. An Instance is access to a specific configuration of the Cloud Service. Sufficient entitlements must be obtained for each Instance of the Cloud Service made available to access and use during the measurement period specified in Client's PoE or Transaction Document.
- c. Terabyte is a unit of measure by which the Cloud Service can be obtained. A Terabyte is 2 to the 40th power bytes. Sufficient entitlements must be obtained to cover the total number of Terabytes processed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

**5.2 Set-Up 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. Additional Terms**

**7.1 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 (if any)
Developer Workstation – IBM Datacap	Datacap Authorized License Terms: <a href="http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/EC6C6522AB1AC0E885258088006B9739OpenDocument">http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/EC6C6522AB1AC0E885258088006B9739OpenDocument</a>  <b>Additional overriding terms</b> 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: <a href="http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/DEC843F6A52273E6852580960046ABEDOpenDocument">http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/DEC843F6A52273E6852580960046ABEDOpenDocument</a>  <b>Additional overriding terms</b> 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.

**7.2 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.

### 7.3 Cloud Service Expiration

Before expiration or termination of the Cloud Service it is Client's responsibility to use any of the provided reporting or export features of the Cloud Service to extract any data to be retained by the Client. If requested, IBM can assist with providing an extract of the client's data in an industry standard, mutually agreeable format prior to contract termination. Additional data migration services are also available and would be quoted separately. Upon contract termination IBM will securely erase the environment and all data backups.

### 7.4 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"><li>• 4 consecutive hours when a secondary, equivalent Non-Production environment is purchased.</li><li>• At least 24 consecutive hours, if no secondary Non-Production environment is purchased.</li></ul>