

Service Description

IBM Kenexa LCMS Premier on Cloud

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. Cloud Service

1.1 IBM Kenexa LCMS Premier on Cloud Author

IBM Kenexa LCMS Premier on Cloud Author includes the Author function that enables development of reusable content in a collaborative environment for multi-modal delivery; manages and reuses content with searching, client-based metadata, dynamic taxonomy, object tracking, and reporting capabilities; can import, tag, track, and manage external, or legacy, content; and can author content for single-sourcing. This Cloud Service includes entitlement to one production site and one non-production site.

"Non-Production" means the Cloud Service can be used by Client only for internal non-production activities, including testing, staging, quality assurance activity and/or developing internally-used additions or extensions to the Cloud Service using published application programming interfaces. Client is not authorized to use any part of the Cloud Service for any other purpose without acquiring the appropriate production entitlements. The SLAs do not apply for non-production sites.

1.2 Optional Features for LCMS Premier on Cloud Author (available after initial implementation services)

- IBM Kenexa LCMS Premier Delivery on Cloud
Required for Clients receiving e-learning delivery via the AICC standard, or content using delivery APIs. Content is dynamically formatted at the time of delivery.
IBM Kenexa LCMS Premier on Cloud Additional Authoring Template
- Provides one additional template that contains standards for authoring content in support of specific Client requirements.
IBM Kenexa LCMS Premier on Cloud Additional Microsoft Content Conversion
- Provides one additional mapping file that enables the importing and conversion of a specified formatted Word or PowerPoint file into native LCMS format.
- IBM Kenexa LCMS Premier on Cloud Additional Language
Provides an additional language pack for language support beyond the base language pack provided with IBM Kenexa LCMS Premier on Cloud Author.
- IBM Kenexa LCMS Premier on Cloud Additional Non-Production Hosted Site
Entitles the Client to an additional staging site they can use for internal testing or training purposes.
- IBM Kenexa LCMS Premier on Cloud Express
Entitles Client to functions that help generate new e-learning content using the LCMS with little or no formal user training. Client is required to have five or more IBM Kenexa LCMS Premier on Cloud Author entitlements to be eligible to order this Cloud service.

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 is included in IBM's Privacy Shield certification when Client chooses to host content 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 of an event that has impacted the Cloud Service availability. 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 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)
93.0 – 99.2%	5%
Less than 93%	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

During the subscription period and after IBM notifies Client that access to the Cloud Service is available, technical support for the Cloud Service is provided via email and an online problem reporting system. Any enhancements, updates, and other materials provided by IBM as part of any such technical support are considered to be part of the Cloud Service and therefore governed by this Service Description. Technical support is included with the Cloud Service and is not available as a separate offering. Support tickets will be assigned a severity level based on the table 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. 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
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 3 hours

Severity	Severity Definition	Response Time Objectives During Support 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

5. Entitlement and Billing Information

5.1 Charge Metrics

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

- a. **Access** – is a unit of measure by which the Cloud Service may be obtained. An Access is the right 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 the Client's Proof of Entitlement (PoE) or Transaction Document.
- b. **Authorized User** – is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the Cloud Service during the measurement period specified in the Client's PoE or Transaction Document.
- c. **Eligible Participant** – is a unit of measure by which the Cloud Service can be obtained. Each individual or entity eligible to participate in any service delivery program managed or tracked by the Cloud Service is an Eligible Participant. Sufficient entitlements must be obtained to cover all Eligible Participants managed or tracked within the Cloud Service during the measurement period specified in the Client's PoE or Transaction Document. For this Cloud Service, an Eligible Participant is any user in the LCMS.
- 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 the Client's PoE or Transaction Document.

5.2 Set-Up Charges

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

5.3 Partial Month Charges

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

5.4 On Demand Charges

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

6. Term and Renewal Options

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

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 LCMS Premier on Cloud Author can support optional convenience utilities which provide authoring capabilities for learning content.

The utilities are for unlimited use with the IBM Cloud Service only.

For IBM Kenexa LCMS Premier on Cloud Author, the utilities will be sent to Client electronically after verification of Client's Proof of Entitlement for the IBM Cloud Service and acceptance of the license terms.

8. Client Reference

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