

Service Description

IBM Master Data Management 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 Master Data Management (MDM) on Cloud manages master data for single or multiple domains – customers, suppliers, locations, products, services offerings, accounts and more – for improving application & business process effectiveness.

Several key features include:

- A services-oriented architecture delivers functionality through intelligent, pre-packaged web services that can be used to seamlessly integrate MDM into existing business processes and technical architectures.
- Pre-built and extensible data models for any domain are optimized for master data management.
- Business process management capabilities enable Client to implement policies and coordinate multi-step / multi-role workflows for data stewardship and data governance.
- Stewardship Center allows business users, data stewards, and IT teams to collaboratively improve master data quality by resolving data quality tasks and creating master data in compliance with corporate governance policies.
- Matching and search engine employ advanced statistical techniques to automatically resolve and manage data quality issues via probabilistic or deterministic options.

There are various parts available for the Client to choose from, these parts can be categorized as:

- a. Premium
This is the hosted version of the IBM Master Data Management product with built-in backup feature.
- b. High Availability
This is the hosted version of IBM Master Data Management product built-in backup and high availability feature.
- c. Base (Non-Premium or Non-High Availability)
This is the hosted version of the IBM Master Data Management product.

There are different configurations available to meet the need of the Client:

- a. Small
Hosted on virtual machines inside the IBM Cloud environment.
- b. Medium
Hosted on virtual machines inside the IBM Cloud environment.
- c. Large
Hosted on bare metal virtual machines inside the IBM Cloud environment.

There are Non-Production configurations available for Client development and testing requirement.

The Client has the option to purchase labor based managed add-on services to maintain and manage the infrastructure.

1.1 IBM Master Data Management on Cloud Available Configurations

- a. IBM Master Data Management on Cloud Premium Small
- b. IBM Master Data Management on Cloud Premium Medium
- c. IBM Master Data Management on Cloud Premium Large
- d. IBM Master Data Management on Cloud with High Availability Small
- e. IBM Master Data Management on Cloud with High Availability Medium

- f. IBM Master Data Management on Cloud with High Availability Large
- g. IBM Master Data Management on Cloud Non-Production
- h. IBM Master Data Management on Cloud Additional MDM Developer
- i. IBM Master Data Management on Cloud Additional BPM Developer
- j. IBM Master Data Management on Cloud Additional Virtual Runtime
- k. IBM Master Data Management on Cloud Small – renewal only, no new purchase
- l. IBM Master Data Management on Cloud Medium – renewal only, no new purchase
- m. IBM Master Data Management on Cloud Large – renewal only, no new purchase

The details of the configurations for the above offerings are available at https://public.dhe.ibm.com/cloud/bluemix/hosted/mdmoncloud_specifications.pdf.

The configurations may undergo revision.

The welcome letter shared with the Client provides the configuration of the offering purchased.

1.2 Optional Services

1.2.1 IBM Master Data Management on Cloud Silver-level Managed Services

Silver level Managed Services are available for the following configurations:

- IBM Master Data Management on Cloud Premium, Small, Silver Level Managed Services
- IBM Master Data Management on Cloud Premium, Medium, Silver Level Managed Services
- IBM Master Data Management on Cloud Premium, Large, Silver Level Managed Services
- IBM Master Data Management on Cloud with High Availability, Small, Silver Level Managed Service
- IBM Master Data Management on Cloud with High Availability, Medium, Silver Level Managed Service
- IBM Master Data Management on Cloud with High Availability, Large, Silver Level Managed Service

Monthly remote consulting for operations and maintenance activities include:

- a. Customer success management:
Dedicated point of contact aligned for coordination to support customer success.
- b. Patching:
 - Identify, schedule, and apply operating system security patches.
 - Identify, schedule, and apply DBMS installation of fixes and security patches.
 - Identify, schedule, and apply purchased offering product temporary fix (PTFs), patches, and security fixes.
- c. Manage backups of file system and databases using the bundled purchased and implemented IBM Spectrum Protect solution.
Restore from backups as needed, no more frequently than daily.
- d. Firewall rules regular review:
Scheduled review and reporting of what is network accessible and how.

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

This subscription service is purchased per month and expires as specified in the Client's Proof of Entitlement.

1.2.2 IBM Master Data Management on Cloud Gold-level Managed Services

Gold level Managed Services are available for the following configurations

- IBM Master Data Management on Cloud Premium, Small, Gold Level Managed Services
- IBM Master Data Management on Cloud Premium, Medium, Gold Level Managed Services
- IBM Master Data Management on Cloud Premium, Large, Gold Level Managed Services
- IBM Master Data Management on Cloud with High Availability, Small, Gold Level Managed Service

- IBM Master Data Management on Cloud with High Availability, Medium, Gold Level Managed Service
 - IBM Master Data Management on Cloud with High Availability, Large, Gold Level Managed Service
- Monthly remote consulting for operations and maintenance activities include:
- a. Customer success management:
 - Dedicated point of contact aligned for coordination to support customer success.
 - b. Patching:
 - Identify, schedule, and apply operating system security patches.
 - Identify, schedule, and apply DBMS installation of fixes and security patches.
 - Identify, schedule, and apply purchased offering product temporary fix (PTFs), patches, and security fixes.
 - c. Manage backups of file system and databases using the bundled purchased and implemented IBM Spectrum Protect solution.
 - d. Firewall rules regular review:
 - Scheduled review and reporting of what is network accessible and how.
 - e. Around-the-clock monitoring and incident response:
 - Install IBM monitoring agent. Confirm alerts are being generated and communicated.
 - Open IBM product offering support requests on the Client's behalf if necessary based on alerts.
 - Report on status through closure.
 - Coordinate development of proposals for additional IBM services if necessary to supplement customer and third party resolution of implementation/configuration related issues.
 - f. Provisioned MDM Database maintenance:
 - Monitor, alert and take corrective action for DBMS space and transaction logs.
 - Perform capacity and performance assessment services, including monitoring physical resources to support Client's planning for performance and growth objectives.
 - Delete or archive unnecessary files.

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

This subscription service is purchased per month and expires as specified in the Client's Proof of Entitlement.

1.3 Setup Services

Setup services can be acquired to assist Client with the initial installation of the core offering.

1.3.1 IBM Master Data Management on Cloud Jump Start

This service provides up to 50 hours of remote consulting time for startup activities including:

- a. assistance with use cases;
- b. coaching on proven practices for reports, dashboards and other systems tooling;
- c. guided assistance and advice on preparation, execution and validation for initial data loading; and
- d. other administrative and configuration topics of interest (collectively, "startup activities").

This remotely delivered 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.

1.3.2 IBM Master Data Management on Cloud Accelerator

This service provides up to 50 hours of remote consulting time to be used for performing activities including:

- a. assistance with use cases, including data movement use cases in support of a one-time, point in time, data movement;
- b. coaching on proven practices for reports, dashboards and other systems tooling;
- c. guided assistance and advice on preparation, execution and validation for initial data loading (including set-up of source and target environments and data movement as defined in data movement use case); and
- d. other administrative and configuration topics of interest (collectively, "Activities").

This remotely delivered 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. Content and Data Protection

The Data Processing and Protection Data Sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options.

Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the security of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=FE3BF3202CC511E6BB9940A4D7191A34>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s).

3. Service Level Objective

IBM provides the following service level objective ("SLO") for the Cloud Service:

- 99.9% service availability outside of regularly scheduled maintenance windows

Service level objectives are a goal and do not constitute a warranty to Client. There is no refund, credit, or other remedy available to Client in the event IBM does not meet the SLO.

4. Technical Support

Technical support for the Cloud Service is provided via the IBM Cloud support portal which can be accessed at: <https://ibm.biz/bluemixsupport>. Client can select the option of "Technical Support", and then "Data & Analytics" option should be selected. All the relevant details should be filled in the form and ticket should be submitted. 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:

- 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.
- 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.

5.2 Set-Up Charges

A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

An on-demand set-up charge, if ordered, will be billed at the rate specified in the Transaction Document for each setup service.

5.3 Billing Frequency

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

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 General

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

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

7.2 Non-Production Limitation

If the Cloud Service is designated as "Non-Production", the Cloud Service can only be used as part of Client's development and test environment for internal non-production activities, including but not limited to testing, performance tuning, fault diagnosis, internal benchmarking, 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 purposes without acquiring the appropriate entitlements.

7.3 Use Restrictions and Limitations

Client is not authorized to use IBM WebSphere eXtreme Scale.

7.3.1 Business Process Manager

Master Data Management on Cloud offerings include Business Process Manager applications. Use of IBM Process Server, IBM Process Center, and IBM Process Designer included in the Cloud Service is limited to Master Data Governance and Stewardship Processes only. Master Data Governance and Stewardship Processes create, read, update and delete data to improve the master data quality for use by external applications or processes. A Master Data Governance and Stewardship Process may access additional contextual data from other systems to display in read only format within the context of a Master Data Stewardship Process decision. A Master Data Governance and Stewardship Process may only pass these master data quality decisions to other systems for the purpose of master data synchronization.

7.3.2 Rational Application Developer

Master Data Management on Cloud offerings include Rapid Application Developer, Use of IBM Rational Application Developer for WebSphere Software is limited to hosting the Master Data Management Workbench and customizing runtimes included in the Cloud Service.

7.3.3 Information Server

Master Data Management on Cloud offerings include Information Server. Use of Information Server in the Cloud Service is limited to supporting Master Data Management processes and Master Data Management related data.

7.3.4 IBM Spectrum Protect (Tivoli Storage Manager), provided for the Premium and High availability services

The Premium and High Availability versions of this Cloud Service include functionality from IBM Spectrum Protect (Tivoli Storage Manager) which may only be used by Client in connection with Client's use of this Cloud Service and may not be used for any other purpose.

7.4 Client Obligations for Master Data Management on Cloud

Client is obligated to install patches for the Cloud Service, Operating System, and other software in a timely manner to avoid defects, avoid security issues, and maintain currency with new functionality.

IBM may request critical security patches to be installed by the Client in a timely manner to avoid impacting not only the Client, but other Clients as well. Failure to do so may result in the suspension of Client's Cloud Service.

Client may install additional third party packages for use with the Cloud Service. IBM is not obligated to support these packages and is not responsible for impacts to the performance of the Cloud Service (i.e. Master Data Management on Cloud, the operating system, or the hardware platform as a whole) due to these additional packages.

Client is responsible for backing up the solution.

Client is responsible for monitoring and recovering the solution.