

### IBM Digital Content Hub

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

IBM Digital Content Hub is a cloud-based content management solution that enables line-of-business users to store and manage web content and related assets such as images, documents and videos. It provides a rich set of APIs to enable access its facilities as well as a tablet-friendly business user interface to manage content and assets.

##### 1.1 IBM Digital Content Hub – Base

This Cloud Service offering provides Client with the ability to store up to 10,000 content items, subject to the following asset storage and data transfer allowances:

- Asset Storage – 10GB
- Data Transfer – 100GB

**Asset Storage** – is defined as the total storage in GB required for all content and assets that are managed within the Cloud Service.

**Data Transfer** – is defined as the total data transfer in GB consumed by applications requesting published content or assets from the Cloud Service.

##### 1.1.1 IBM Digital Content Hub – Base – Asset Storage Pay Per Use

This service provides additional Asset Storage capacity in increments of 10GB on a pay-per-use basis when Client exceeds its entitled Additional Asset Storage capacity.

##### 1.1.2 IBM Digital Content Hub – Base – Data Transfer Pay Per Use

This service provides additional Data Transfer capacity in increments of 100GB on a pay-per-use basis when Client exceeds its entitled Additional Data Transfer capacity.

#### 1.2 Optional / Additional offerings for IBM Digital Content Hub – Base

##### 1.2.1 IBM Digital Content Hub – Base – Additional Asset Storage

This optional offering increases Client's Asset Storage allowance beyond what included in the IBM Digital Content Hub – Base subscription in increments of 10GB.

##### 1.2.2 IBM Digital Content Hub – Base – Additional Data Transfer

This optional offering increases Client's Data Transfer allowance beyond what included in the IBM Digital Content Hub – Base subscription in increments of 100GB.

#### 1.3 IBM Digital Content Hub – Standard

This Cloud Service offering provides Client with the ability to store up to 100,000 content items, as well as the following asset storage and data transfer allowances:

- Asset Storage – 25GB
- Data Transfer – 250GB

##### 1.3.1 IBM Digital Content Hub – Standard – Asset Storage Pay Per Use

This service provides additional Asset Storage capacity in increments of 10GB on a pay-per-use basis when Client exceeds its entitled Additional Asset Storage capacity.

##### 1.3.2 IBM Digital Content Hub – Standard – Data Transfer Pay Per Use

This service provides additional Data Transfer capacity in increments of 100GB on a pay-per-use basis when Client exceeds its entitled Additional Data Transfer capacity.

## **1.4 Optional / Additional offerings for IBM Digital Content Hub – Standard**

### **1.4.1 IBM Digital Content Hub – Standard – Additional Asset Storage**

This optional offering increases Client's Asset Storage allowance beyond what included in the IBM Digital Content Hub – Standard subscription in increments of 10GB.

### **1.4.2 IBM Digital Content Hub – Standard – Additional Data Transfer**

This optional offering increases Client's Data Transfer allowance beyond what included in the IBM Digital Content Hub – Standard subscription in increments of 100GB.

## **1.5 IBM Digital Content Hub – Plus**

This Cloud Service offering provides Client with the following asset storage and data transfer allowances:

- Asset Storage – 50GB
- Data Transfer – 500GB

### **1.5.1 IBM Digital Content Hub – Plus – Asset Storage Pay Per Use**

This service provides additional Asset Storage capacity in increments of 10GB on a pay-per-use basis when Client exceeds its entitled Additional Asset Storage capacity.

### **1.5.2 IBM Digital Content Hub – Plus – Data Transfer Pay Per Use**

This service provides additional Data Transfer capacity in increments of 100GB on a pay-per-use basis when Client exceeds its entitled Additional Data Transfer capacity.

## **1.6 Optional / Additional offerings for IBM Digital Content Hub – Plus**

### **1.6.1 IBM Digital Content Hub – Plus – Additional Asset Storage**

This optional offering increases Client's Asset Storage allowance beyond what included in the IBM Digital Content Hub – Plus subscription in increments of 10GB.

### **1.6.2 IBM Digital Content Hub – Plus – Additional Data Transfer**

This optional offering increases Client's Data Transfer allowance beyond what included in the IBM Digital Content Hub – Plus subscription in increments of 100GB.

## **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 not designed to any specific security requirements for regulated content, such as personal information or sensitive personal information. Client is responsible to determine if this Cloud Service meets Clients needs with regard to the type of content Client uses in connection with the Cloud Service.

## **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 authoring and delivery 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<br>(% of monthly subscription fee* for contracted month that is the subject of a claim) |
|--|--|
| < 99.9%                                | 2%   |
| < 99%                                  | 5%   |
| < 98%                                  | 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.

Example: 60 minutes total Downtime during contracted month

|   |
|---|
| <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>43,200 total minutes in a 30 day contracted month<br/>                     - 60 minutes Downtime<br/>                     = 43,140 minutes</p> <hr style="width: 50%; margin-left: 0;"/> <p>43,200 total minutes</p> </div> <div style="width: 35%; text-align: right;"> <p>= 2% Availability credit for 99.8% availability during the contracted month</p> </div> </div> |
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## 4. Technical Support

Technical support for the Cloud Service is provided via telephone, online forums, 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. **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 Proof of Entitlement (PoE) or Transaction Document.
- b. **Gigabyte** – is a unit of measure by which the Cloud Service can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the Cloud Service during the measurement period specified in Client's Proof of Entitlement or Transaction Document.

### 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 Pay Per Use Charges

If Client's actual usage of the Asset Storage and Data Transfer allocation included in the Cloud Service subscription during the measurement period exceeds the limit included in the entitlement, Client will be charged for the overage usage on a pay-per-use basis 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 General**

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

### **7.2 Cookies**

Client is aware and agrees that IBM may, as part of the normal operation and support of the Cloud Service, collect personal information from Client (your employees and contractors) related to the use of the Cloud Service, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our Cloud Service for the purpose of improving user experience and/or tailoring interactions with Client. Client confirms that it will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client's employees and contractors to access, update, correct or delete their collected personal information.

### **7.3 Data Use**

IBM (a) may compile aggregate and Summary data related to Client's use of IBM Digital Content Hub (excluding personally identifiable information), and (b) may prepare reports, studies analyses, and other work product resulting from this compilation and analysis (collectively the "Compiled Data"). IBM retains all ownership rights in and to the Compiled Data.

Further Client data and content may be utilized by IBM for internal research, testing, and development in a non-production environment provided IBM first removes those data fields which contain Client's identity, and Client may elect for their data or content not to be used for such non-production purposes by contacting Technical Support.