

## Service Description

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### IBM Content Manager Enterprise Edition 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

IBM Content Manager Enterprise Edition on Cloud is a virtual private cloud solution that offers a centrally provisioned, secure and scalable environment designed to address full content management and workflow requirements. It provides knowledge workers or business analysts with following capabilities and features:

- a. Web and Mobile access to content with support for iOS and Android devices
- b. Collaborative document management to allow teams to share and collaborate on documents easily
- c. Integration with Microsoft office to enable viewing and saving of documents from within Microsoft Office applications.
- d. Document versioning with easy check-in, checkout
- e. Fast document search including search for documents across Cloud and on-prem IBM Content Manager repositories or third party repositories compliant with CMIS interface.
- f. Zero footprint viewing and annotation of hundreds of file types without requiring any custom viewers to be installed on desktops.
- g. Integration with Box to enable sharing of documents with users inside or outside the enterprise without granting such users any access to Content Manager Enterprise Edition on Cloud. Box services are not included with this Cloud Service. Client must acquire Box services separately.
- h. Embedded document routing to help define and automate content centric workflows
- i. Suite of APIs, use available Java API, or WebServices or CMIS interface to develop and integrate custom applications with IBM Content Manager Enterprise Edition on Cloud
- j. Retention Management policies to define and control how long content should stay in IBM Content Manager Enterprise Edition on Cloud
- k. Replication of production data to a secondary location in support of disaster recovery
- l. Provides one production environment
- m. Up to 4 TB of outbound bandwidth; higher bandwidth quoted separately
- n. Provides 24x7 production environment monitoring, data encryption in transit and at rest, 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).
- o. Optionally provides Active Directory Integration

Client must purchase a subscription to a base service offering as defined below.

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.

#### 1.1 IBM Content Manager Enterprise Edition Bronze

- Bronze configuration is intended to support ingesting, viewing, editing, or storing up to 6,000 documents per day and up to 50 concurrent knowledge workers actively working
- Bronze configuration provides 1TB of Storage; additional TB storage can be separately purchased

## **1.2 IBM Content Manager Enterprise Edition Silver**

- Silver configuration is intended to support ingesting, viewing, editing, or storing up to 15,000 documents per day, and up to 250 concurrent knowledge workers actively working
- Silver configuration provides 1TB of Storage; additional TB storage can be separately purchased

## **1.3 IBM Content Manager Enterprise Edition Gold**

- Gold configuration is intended to support ingesting, viewing, editing, or storing up to 100,000 documents per day, and up to 1,000 concurrent knowledge workers actively working
- Gold configuration provides 3TB of Storage; additional TB storage can be separately purchased

## **1.4 IBM Content Manager Enterprise Edition Platinum**

- Platinum configuration is intended to support ingesting, viewing, editing, or storing up to 200,000 documents per day, and up to 5,000 concurrent knowledge workers actively working
- Platinum configuration provides 5TB of Storage; additional TB storage can be separately purchased

## **1.5 Optional Services**

### **1.5.1 IBM Content Manager Enterprise Edition Storage Add-On**

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

### **1.5.2 IBM Content Manager Enterprise Edition 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.

### **1.5.3 IBM Content Manager Enterprise Edition Non-Production Environments**

Client may purchase an additional instance for test and development purposes. This non-production environment may not be used for production purposes.

- a. IBM Content Manager Enterprise Edition Non-Production Environment Bronze
  - (1) The Non-Production environment configuration is sized the same as IBM Content Manager Enterprise Edition Bronze
  - (2) The Non-Production environment does not provide high availability or disaster recovery
- b. IBM Content Manager Enterprise Edition Non-Production Environment Silver
  - (1) The Non-Production environment configuration is sized the same as IBM Content Manager Enterprise Edition Silver
  - (2) The Non-Production environment does not provide high availability or disaster recovery
- c. IBM Content Manager Enterprise Edition Non-Production Environment Gold
  - (1) The Non-Production environment configuration is sized the same as IBM Content Manager Enterprise Edition Gold
  - (2) The Non-Production environment does not provide high availability or disaster recovery
- d. IBM Content Manager Enterprise Edition Non-Production Environment Platinum
  - (1) The Non-Production environment configuration is sized the same as IBM Content Manager Enterprise Edition Platinum
  - (2) The Non-Production environment does not provide high availability or disaster recovery

## **1.6 Set-up Services**

### **1.6.1 IBM Content Manager Enterprise Edition 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.

### 1.6.2 IBM Content Manager Enterprise Edition 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 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.

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, FFIEC, PCI, etc.) when requested by the Client for the intended workload, and may impact the solution architecture and charges.

The Cloud Service will enable Client to input and manage content containing information which may be considered personal and sensitive personal information (PI/SPI) under applicable privacy laws, including but not limited to:

- a. Contact information (e.g. address, phone and cell numbers, email)
- b. Sensitive personal information (e.g. government identification number, date of birth, citizenship, passport number, etc.)
- c. Employment information (e.g. education, job history, work location, compensation and benefits, job history, and performance).

## 3. Service Level Agreements

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 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 a 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	= 5% Availability credit for 98.9% availability during the contracted month
<hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	

#### 4. Business Continuity

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>

#### 5. Technical Support

Technical support for the Cloud Service is provided via email and a support portal. 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.

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
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	24x7
2	Significant business impact: A critical feature or function of the service is severely restricted in its use and it is having significant business impact.	Within 2 business hours	M-F business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 1 business day	M-F business hours
4	Minimal business impact: An inquiry or non-	Within 1 business	M-F business

	technical request, or maintenance item that can wait until future scheduled maintenance / release	day	hours
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## 6. Entitlement and Billing Information

### 6.1 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.

### 6.2 Partial Month Charges

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

### 6.3 Setup Service Charges

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

## 7. 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.

## 8. Enabling Software

The following enabling software is included with the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service.

- a. **System Administration Client Software:** Client may access and download System Administration Client software. System Administration Client Software is Java application which may be installed on the desktop of privileged user with administration access to help such users to define and view item-type definitions, define users, groups, define ACLs, privileges, etc.
- b. **Java SDK:** Client may access and download this software for the purposes of developing custom applications that will be accessing the Cloud Service.

## 9. Additional Terms

### 9.1 General

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

### 9.2 External User Access

Client may choose to give external users access to the Client. Client is responsible for these external users, including but not limited to a) any claims made by the external users relating to the Cloud Service, or b) any misuses of the Cloud Service by these External Users.

### **9.3 Links to Third Party Websites or Other Services**

If Client or a Cloud Service User transmits content to a third party website or other service that is linked to or made available by the Cloud Service, Client and the Cloud Service User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Client and the third party website or service. IBM makes no warranties or representations about such third party sites or services, and shall have no liability for such third party sites or services.

### **9.4 Virtual Private Network (VPN)**

Client may select to utilize a software VPN connection for the purpose of securely connecting to the Cloud Service. Information about the VPN will be provided upon written request by Client.

### **9.5 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.