



Service Description

IBM Assessment for Vendor Risk Management

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

IBM Assessment for Vendor Risk Management is a service that provides Clients with a toolset designed to help manage third-party risks, compliance, and issues across the GRC enabled enterprise.

1.1 Offerings

The Client may select from the following available offerings

1.1.1 IBM Assessment for Vendor Risk Management

IBM Assessment for Vendor Risk Management is a tool that helps Clients manage third-party risks by enabling stakeholders to identify and respond to issues and risk indicators. Optimum use of the Cloud Service will support up to 500 third-party vendors with a total transactional volume of up to 40 concurrent users. If these limits are exceeded, Client may experience a decrease in performance and will not be supported. Before expiration or termination of the Cloud Service, Client can use any of the provided reporting or export features of the Cloud Service to extract data. Custom data extraction services are available under a separate agreement.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=79E08A8001B011E7982D0C38141F4056>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

| Availability | Credit (% of monthly subscription fee*) |
|-----------------|--|
| Less than 99.9% | 2% |
| Less than 99.0% | 5% |
| Less than 95.0% | 10% |

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the

Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Instance is each access to specific configuration of the Cloud Services.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 Backup

Backups are performed daily. IBM will retain a backup copy of Client's data for up to three (3) years during the term of the Cloud Service. Client is responsible for configuring the Cloud Service security to prohibit individual users from deleting data, and once the data is deleted Client acknowledges and agrees IBM is not obligated to recover the deleted data and, if available, may charge for such effort.

5.2 Restricted Use

This Cloud Service includes the functionality of IBM OpenPages with Watson on Cloud. Client is not authorized to use this functionality for any purpose outside of its direct configuration as enabled to support the Cloud Service.