



IBM Cloud Services Agreement

IBM Cloud Service Description: IBM Maximo Asset Management (SaaS)

The following is the Service Description for your Order:

1. Cloud Service Description

Section 1.1 below is the base offering that you must order to use the Cloud Service, however Sections 1.2 through 1.3 below describe optional services that you may order. The offerings that you have ordered are specified in your Order Document. For the purpose of this Cloud Service, the Order Document will consist of the Quotation that IBM presents to you and the Proof of Entitlement (PoE) that you will receive from IBM confirming the Cloud Services have been provisioned setting forth the beginning and end date for the term of the Cloud Service.

1.1 IBM Maximo Asset Management (SaaS)

IBM Maximo Asset Management (SaaS) is an enterprise asset management and IT asset management solution that includes or supports the following processes and functions:

- Enterprise asset management - track and manage asset and location data throughout the asset lifecycle.
- IT asset management – track and manage IT asset and location through the asset lifecycle.
- Work management - manage planned and unplanned work activities, from initial request through completion and recording.
- Contract management - support for purchase, lease, rental, warranty, labor rate, software, master, blanket and user-defined contracts.
- Inventory management – track and manage details of asset related inventory, including quantity, location, usage, and value.
- Procurement management - support phases of procurement like direct purchasing and inventory replenishment.
- Service management - define service offerings, establish service level agreements (SLAs), monitor service level delivery and implement escalation procedures.

1.2 IBM Maximo Asset Management

IBM Maximo Asset Management (SaaS) Non-Production is an optional service that provides all of the capability available with the base offering described in Section A but provided in a Non-Production Instance. If the Cloud Service is designated as "Non-Production", the Cloud Service can be used only for internal non-production activities, including 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. For performance reasons, no more than 30 users can use the non-production Instance simultaneously in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means.

1.3 IBM Maximo Asset Management (SaaS) Non-Production Capacity Add-On

IBM Maximo Asset Management (SaaS) Non-Production Capacity Add-On is an optional service that increases the size of one IBM Maximo Asset Management (SaaS) Non-Production Instance to allow an additional 30 users to access the instance simultaneously.

1.4 IBM Maximo Asset Management (SaaS) Scheduler

IBM Maximo Asset Management (SaaS) Scheduler is an optional service that enables planners to create work schedules and dispatch assignments for field technicians.

2. Security Description

IBM implements and maintains the practices and procedures described in this section.

2.1 Security Policies

IBM maintains privacy and security policies that are communicated to IBM employees. IBM requires privacy and security education to individuals worldwide that support IBM data centers and we maintain a security team that is focused on information security. IBM security policies and standards are reviewed and re-evaluated annually. IBM security incidents are handled in accordance with a comprehensive incident response procedure.

2.2 Access Control

Access to client data is allowed only by authorized IBM support representatives according to principles of segregation of duties. IBM support staff use two-factor authentication to an intermediate "gateway" management host. All connections are encrypted channels when accessing client data. All access to client data and transfer of data into or out of the hosting environment is logged.

2.3 Service Integrity & Availability

Modifications to operating system resources and application software are governed by IBM's change management process. Changes to firewall rules are also governed by the change management process and are separately reviewed by the IBM security staff before implementation. IBM monitors the data center resources 24x7. Internal and external vulnerability scanning is regularly conducted by authorized administrators and third party vendors to help detect and resolve potential system security exposures. Malware detection (antivirus, intrusion detection, vulnerability scanning, and intrusion prevention) systems are in place throughout all IBM data centers. IBM's data center services support a variety of information delivery protocols for transmission of data over public networks. Examples include HTTPS/SFTP/FTPS/S/MIME and site-to-site VPN. Backup data intended for off-site storage is encrypted prior to transport.

2.4 Activity logging

IBM maintains logs of its activity for systems, applications, data repositories, middleware and network infrastructure devices that are capable of and configured for logging activity. To minimize the possibility of tampering and to enable central analysis, alerting and reporting, activity logging is done in real-time to central log repositories. Data is signed to prevent tampering. Logs are analyzed in real-time and via periodic analysis reports to look for anomalous behavior. Operations staff is alerted to anomalies and contacts a 24x7 on-call security specialist when needed.

2.5 Physical Security

IBM maintains physical security standards designed to restrict unauthorized physical access to data center resources. Only limited access points exist into the IBM data centers, which are controlled by two-factor authentication and monitored by surveillance cameras. Access is allowed only to authorized staff that have approved access. Operations staff verifies the approval and issues an access badge granting the necessary access. Employees issued such badges must surrender other access badges and can only possess the data center access badge for the duration of their activity. Usage of badges is logged. Non-IBM visitors are registered upon entering on premises and are escorted when they are on the premises. Delivery areas and loading docks and other points where unauthorized persons may enter the premises are controlled and isolated.

2.6 Compliance

IBM reviews security and privacy-related activities for compliance with IBM's business requirements. Assessments and audits are conducted regularly by IBM to confirm compliance with its information security policies. Workforce security education and awareness training is completed by IBM's employees and vendor employees on an annual basis. Personnel are reminded of their job objectives and their responsibility to meet ethical business conduct, confidentiality, and IBM's security obligations on an annual basis.

3. Service Level Commitment

IBM provides the following service level commitment ("SLA") for the Cloud Service, after IBM makes the Cloud Service available to you.

3.1 Definitions

"Authorized Contact" – means the individual you have specified to IBM who is authorized to submit Claims under this SLA.

“Availability Credit” – means the remedy IBM will provide for a validated Claim. The Availability Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the Service.

“Claim” – means a claim submitted by your Authorized Contact to IBM pursuant to this SLA that a Service Level has not been met during a Contracted Month.

“Contracted Month” – means each full month during the term of the Service measured from 12:00 a.m. Eastern US time on the first day of the month through 11:59 p.m. Eastern US time on the last day of the month.

“Customer” – means an entity subscribing for the Service directly from IBM, which has entitlement for use of the Service at the time of submitting a Claim, and which is not in default of any material obligations, including payment obligations, under its contract with IBM for the Service.

“Downtime” – means a period of time during which production system processing for the Service has stopped and all of your users are unable to use all aspects of the Service for which they have appropriate permissions. By way of clarification, there is no “Downtime” if any user can use any aspect of the Service for which they have appropriate permissions. Downtime does not include the period of time when the Service is not available as a result of:

- Planned System Downtime
- Force Majeure.
- Problems with Customer or third party applications, integrations, equipment or data.
- Customer or third party acts or omissions (including anyone gaining access to the Service by means of your passwords or equipment).
- Failure to adhere to required system configurations and supported platforms for accessing the Service.
- IBM’s compliance with any designs, specifications, or instructions provided by Customer or a third party on Customer’s behalf.

“Event” – means a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level.

“Force Majeure” – means acts of God, terrorism, labor action, fire, flood, earthquake, riot, war, governmental acts, orders or restrictions, viruses, denial of service attacks and other malicious conduct, utility and network connectivity failures, or any other cause of Service unavailability that was outside IBM’s reasonable control.

“Planned System Downtime” – means a scheduled outage of the Service for the purpose of service maintenance or system updates, such as but not limited to, when a release, patch or hot fix is applied.

“Service Level” – means the standard set forth below by which IBM measures the level of service it provides in this SLA.

“Service” – means the IBM Maximo Asset Management (SaaS) production instance to which this SLA applies, as shown on the first page of this Service Description. This SLA applies to each Service individually and not in combination.

3.2 Availability Credits

In order to be eligible to submit a Claim you must have logged a support ticket for each Event with the IBM customer support help desk for the applicable Service, in accordance with IBM procedure for reporting Severity 1 support issues. You must provide all necessary detailed information about the Event, including the time you were first impacted by the Event, and reasonably assist IBM with the diagnosis and resolution of the Event to the extent required for Severity 1 support tickets. Such ticket must be logged within twenty-four (24) hours of your first becoming aware that the Event has impacted your use of the Service.

Your Authorized Contact must submit your Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month which is the subject of the Claim.

Your Authorized Contact must provide to IBM all reasonable details regarding the Claim, including but not limited to, detailed descriptions of all relevant Events and the Service Level claimed not to have been met.

IBM will measure internally total combined Downtime during each Contracted Month. Availability Credits will be based on the duration of the Downtime measured from the time you report that you were first impacted by the Downtime. For each valid Claim, IBM will apply the highest applicable Availability Credit corresponding to the total combined availability during each Contracted Month, based on the table below. IBM will not be liable for multiple Availability Credits for the same Event in the same Contracted Month.

For Bundled Services (individual Services packaged and sold together for a single combined price), the Availability Credit will be calculated based on the single combined monthly price for the Bundled Services, and not the monthly subscription fee for each individual Services. You may only submit Claims related to one individual Service in a bundle in any Contracted Month, and IBM will not be liable for Availability Credits with respect to more than one Service in a bundle in any Contracted Month.

The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed 10 percent (10%) of one twelfth (1/12th) of the annual charge paid by you to IBM for the Service.

IBM will use its reasonable judgment to validate Claims based on information available in IBM's records, which will prevail in the event of a conflict with data in your records.

THE AVAILABILITY CREDITS PROVIDED TO YOU IN ACCORDANCE WITH THIS SLA ARE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM.

3.3 Service Levels

Availability of Service during a Contracted Month:

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee for Contracted Month which is the subject of a Claim)
Less than 99.8%	2%
Less than 98.8%	5%
Less than 95.0%	10%

“Availability” percentage is calculated as: (a) the total number of minutes in a Contracted Month, minus (b) the total number of minutes of Downtime in a Contracted Month, divided by (c) the total number of minutes in a Contracted Month, with the resulting fraction expressed as a percentage.

Example: 432 minutes total Downtime during Contracted Month

43,200 total minutes in a 30 day Contracted Month - 432 minutes Downtime = 42,768 minutes <hr/> 43,200 total minutes in a 30 day Contracted Month	= 2% Availability Credit for 99.0% availability during the Contracted Month
---	--

3.4 Exclusions

This SLA is made available only to IBM Customers. This SLA does not apply to the following:

- Beta and trial Services.
- Non-production instances, including but not limited to test, disaster recovery, training, Q&A, or development.
- Claims made by an IBM Customer's users, guests, and participants of the Service.
- Services, programs, enabling software or agents running on client systems or third party-provided systems
- If you have breached any material obligations under the Terms of Use, Acceptable Use Policy or your contract for the Service, including without limitation, breach of any payment obligations.

4. Entitlement, Billing, Term and Support information

4.1 Charge Metrics

The Cloud Service offerings are sold in accordance with the following metric(s):

a. Authorized User

Authorized User is a unit of measure by which the Cloud Service can be obtained. Customer 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 Customer's Order Document.

b. Concurrent User

Concurrent User is a unit of measure by which the Cloud Service can be obtained. A Concurrent User is a person who is accessing the Cloud Service at any particular point in time. Regardless of whether the person is simultaneously accessing the Cloud Service multiple times, the person counts only as a single Concurrent User. Client must obtain an entitlement for each simultaneous Concurrent User accessing the Cloud Service in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means during the measurement period specified in the Order Document.

c. Instance

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 Order Document.

4.2 Charges and Billing

4.2.1 Billing Options

The amount payable for the Cloud Service offerings are specified in the Order Document as follows:

- a. Entire commitment amount upfront
- b. Monthly (in arrears)
- c. Quarterly (upfront)
- d. Annually (upfront)

The selected billing option will be valid for the length of the term as specified in the Order Document. The amount payable per billing cycle will be based on the monthly or annual subscription fee and number of billing cycles in a year plus any overage charges.

4.2.2 Partial Month Charges

The Partial Month charge is a pro-rated daily rate. The Partial Month Charges are calculated based on the remaining days of the partial month starting on the date you are notified by IBM that your access to the Cloud Service offering is available.

4.2.3 Overages

If your actual usage of the Cloud Service during the measurement period exceeds the entitlement stated on the POE portion of the Order Document, then you will be invoiced for the overage, as set forth in the Order Document.

4.3 Term and Renewal Options

4.3.1 Term

The term of the Cloud Service will begin on the date that IBM notifies you that you have access to the portions of the Cloud Service that are described in the Order Document. The PoE portion of the Order Document will confirm the exact date of the start and end of the term, as well as how or whether the term will renew. You are permitted to increase your level of use of the Cloud Service during the term by contacting IBM or an IBM Business Partner. We will include that change in an Order Document.

4.3.2 Cloud Services Term Renewal Options

Your Order Document will set forth whether the Cloud Service will renew at the end of the term, by designating the term as one of the following:

a. Automatic Renewal

If your Order Document states that your renewal is automatic, you may terminate the expiring Cloud Service term by written request, at least ninety (90) days prior to the expiration date of the term that is set forth in the Order Document. If IBM or an IBM Business Partner does not receive such termination notice by the expiration date, the expiring term will be automatically renewed for either a one year term or the same duration as the original term as set forth in the PoE portion of the Order Document.

b. Continuous Billing

When the Order Document notes that your billing is continuous, you will continue to have access to the Cloud Service and will be billed for the usage of the Cloud Service on a continuous billing basis. To discontinue use of the Cloud Service and stop the continuous billing process, you will need to provide IBM or an IBM Business Partner with ninety (90) days written notice requesting that your Cloud Service be cancelled. Upon cancellation of your access, you will be billed for any outstanding access charges through the month in which the cancellation took effect.

c. Renewal Required

When the Order Document notes that your renewal type is “terminate”, the Cloud Service will terminate at the end of the term and your access to the Cloud Service will be removed. To continue to use the Cloud Service beyond the end date, you will need to place an order with your IBM sales representative or IBM Business Partner to purchase a new subscription term.

4.4 Technical Support

Technical support for the Cloud Service is available during the subscription period.

Email Support & SaaS Support Portal Hours of Operation are as follows:

8:00 a.m. – 8:00 p.m. Eastern Standard Time zone, U.S., Monday – Friday (excluding holidays)

Support Hotline: 1-855-221-1166 in the U.S.

Email: support@ibmserviceengage.com

After Hours & System Down Support:

After Hours & System Down Support is available only for Severity 1 issues on business days, weekends, and holidays.

S e v e r i t y	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 service business feature or function of the service is severely restricted in its use or you are in jeopardy of missing business deadlines.	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 4 business hours	M-F business hours
4	Minimal business impact: An inquiry or non-technical request	Within 1 business day	M-F business hours

5. Additional Information

5.1 Non-Production Limitation

If the Cloud Service is designated as "Non-Production", the Cloud Service can be used by Customer only for internal non-production activities, including 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. Customer is not authorized to use any part of the Cloud Service for any other purpose without acquiring the appropriate production entitlements.

Customer must be entitled to the IBM Maximo Asset Management (SaaS) to obtain entitlements to Non-Production instance(s) of the Cloud Service.

IBM Maximo Asset Management (SaaS) Non-Production instances do not include high availability or the same frequency of backup as provided with the production instance. For performance reasons, no more than 30 users can use the non-production Instance simultaneously in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means.

Each IBM Maximo Asset Management (SaaS) Non-Production Capacity Add-On entitlement increases the size of one IBM Maximo Asset Management (SaaS) Non Production instance to allow an additional 30 users to access the instance simultaneously. If Customer adds capacity to an IBM Maximo Asset Management (SaaS) Non-Production instance by purchasing the IBM Maximo Asset Management (SaaS) Non-Production Capacity Add-On, that additional capacity cannot be re-assigned to another IBM Maximo Asset Management (SaaS) Non-Production instance at a later date.

5.2 IBM Maximo Asset Management (SaaS) Scheduler Limitation

All entitled users of IBM Maximo Asset Management (SaaS) Scheduler must be covered by an entitlement to the IBM Maximo Asset Management (SaaS).