

Service Description

IBM Kenexa Skills Manager 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

1.1 IBM Kenexa Skills Manager on Cloud

IBM Kenexa Skills Manager on Cloud provides Client with the ability to define skill requirements, to capture employee skills and then analyze and apply the results. Client's use of the Cloud Service is governed by the number of Authorized Users Client acquires as specified in the PoE. The Cloud Service will provide Client the following types of skills and capability assessment capabilities.

- Define skills – allows the hosting of skill or competency frameworks. The Cloud Service provides tools that can be used to extend or customize a framework. Skill frameworks with varying numbers of skill categories, skills and ranges of numerical skill levels can be accommodated. It is also possible to populate the system with numerous frameworks and expose these to discrete groups within the organization.
- Define job profiles – allows job profiles to be created and mapped to skills taken from the skills and competency frameworks populated in the system. A job profile defines the skills that a person is required to have and the level of proficiency that they require for each skill.
- Model organization – provides ability to model the organizational structure which impacts who validates the skill assessments of each employee. The model organization structure is then used to group employee skills reporting.
- Assess skills – provides individuals the ability to view the skills related to their profile. The individual selects the level that best describes their skill proficiency. It is also possible for a user to assess skills that are not core to their role. For example, an individual may hold skills that they have developed and used in a previous role, or in previous employment. The system also provides the option for individuals to self-select their job profiles.
- Confirm assessments – allows a manager to confirm or question their employee's skill proficiency. Where there is a disparity between the manager's assessment and the individual's, the manager can utilize a feature which requests the user to reassess their skills.
- Set learning & development – provides an individual ability to view of their current skill proficiency levels and the required skill levels for their profile. This represents a skills 'gap' – the difference between a person's current level and that required by their profile. Development plans can be created with objectives and development actions that are time-bound and set by the managers and employees. Learning and development activities Client developed can be added to help bridge the skill gaps identified. This information is presented as a learning and development roadmap for the individual and can also be aggregated at any business unit level to provide a comprehensive training plan.
- Analyze skills – saves the collated data to a skills database. A number of menu driven options are provided to generate business management reports and applications.

1.2 IBM Kenexa Skills Manager Library Administration on Cloud

IBM Kenexa Skills Manager Library Administration on Cloud provides a central repository for Client's job content and can be utilized to manage and develop competencies, job models and job descriptions as well as collaborate with other applications. Client's use of the Cloud Service is governed by the number of Instances required by the Client and specified in the PoE. The Cloud Service will provide Client the following types of skills and capability assessment capabilities:

- Define skills – allows the hosting of skill or competency frameworks. The Cloud Service provides tools that can be used to extend or customize a framework. Skill frameworks with varying numbers of skill categories, skills and ranges of numerical skill levels can be accommodated. It is also possible to populate the system with numerous frameworks and expose these to discrete groups within the organization.

- Define job profiles – allows job profiles to be created and mapped to skills taken from the skills and competency frameworks populated in the system. A job profile defines the skills that a person is required to have and the level of proficiency that they require for each skill.

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 principles will not degrade the security of the Cloud Service.

This Cloud Service may be used to process content that contains personal data if Client, as the data controller, determines that the technical and organizational security measures are appropriate to the risks presented by the processing and the nature of the data to be protected. Client recognizes that this Cloud Service does not offer features for the protection of sensitive personal data or data subject to additional regulatory requirements. Client acknowledges that IBM has no knowledge of the types of data that have been included in the content, and cannot make an assessment as to the suitability of the Cloud Services or the security protections which are in place.

2.1 Security Features and Responsibilities

The Cloud Service implements the following security features:

The Cloud Service does encrypt content during data transmission between the IBM network and the Client browser using TLS. The Cloud Service does not encrypt content when at rest awaiting data transmission .

This Cloud Service is included in IBM's Privacy Shield certification and applies when Client chooses to have the Cloud Service hosted in a data center located in the United States, and is subject to IBM's Privacy Shield Privacy Policy, available at http://www.ibm.com/privacy/details/us/en/privacy_shield.html.

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 that there is a critical business impact and the Cloud Service is not available. 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 3 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 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 (% of monthly subscription fee* for contracted month that is the subject of a claim)
93% – 99%	5%
< 93%	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 the contracted month, divided by the total number of minutes in the contracted month.

Example: 500 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month - 500 minutes Downtime = 42,700 minutes <hr style="width: 30%; margin-left: 0;"/> 43,200 total minutes	= 5% Availability credit for 98.8% availability during the contracted month
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4. Technical Support

Technical support for the Cloud Service is provided via email. 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.

Severity	Severity Definition	Response Time Objectives During Support Hours
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 4 business hours
2	Significant business impact: A service feature or function is severely restricted in its use or Client is in jeopardy of missing business deadlines.	Within 12 business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not presenting a critical impact on operations.	Within 24 business hours
4	Minimal business impact: An inquiry or non-technical request.	Within 48 business hours

5. Entitlement and Billing Information

5.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- a. **Access** – is a unit of measure by which the Cloud Service may be obtained. An Access is the right to use the Cloud Service. Client must obtain a single Access entitlement in order to use the Cloud Service during the measurement period specified in the PoE.
- b. **Authorized User** – is a unit of measure by which the Cloud Service may be obtained. Client 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 the PoE.
- c. **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 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

5.3 Remote Services Charges

A remote service charge will be billed at the rate specified in the Transaction Document for such remote service and will expire 90 days from purchase regardless of whether the remote service has been used.

5.4 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

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 Backup

Backups are performed daily for production instances. IBM will retain a backup copy of Client's data for a maximum period of 30 days for production instances. 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.

7.3 Cloud Service Expiration

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.

Upon receiving a support request from Client within 30 days of the Cloud Service expiration or termination date, IBM will return to Client an electronic copy of Client's content in the native application format.

7.4 Disaster Recovery

If Client has purchased at least one non-production environment, in the event of a major system disruption caused by a natural disaster (e.g. fire, earthquake, flood, etc.), disaster recovery will be accomplished by using commercially reasonable efforts to restore Client's production data to one of Client's non-production environments with a recovery objective of 1 week. This is not a warranty and no service level agreement is available.

7.5 Normative Data

Notwithstanding anything to the contrary, for normative research, analyses and reporting purposes only, IBM may retain and use Client content provided to IBM under this Service Description in aggregated, anonymous format (i.e., so that Client cannot be identified as the source of the confidential information and so that personally identifiable information allowing the identification of individual employees and/or

applicants is removed). The provisions of this section will survive the termination or expiration of the transaction.