

Service Description

IBM Facilities and Real Estate Management on Cloud (TRIRIGA)

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 Facilities and Real Estate Management on Cloud (TRIRIGA) is a solution to manage the lifecycle of facilities and real estate that includes or supports the following processes and functions:

- Real estate management – Provide a solution for transaction management, lease administration and lease accounting; use business analytics to identify performance of real estate assets, leases, providers and processes.
- Capital projects – Enable capital project planning; identify funding priorities within capital programs; provide integrated processes and analytics.
- Space management – Identify opportunities for better facility utilization and occupancy management; enable department accountability for space use; view uploaded floor plans; assist with relocation processes; analyze strategic space planning; space and asset reservation management; track budgets, costs and schedules.
- Facility maintenance – Use condition-based facility assessments; provide financial and environmental impact analysis to help with capital planning; manage facilities maintenance service requests; automate facility maintenance services; use business analytics to identify performance of facilities, assets, resources and facility maintenance processes.
- Energy management – Manage enterprise carbon accounting and environmental investment analysis; provide financial and environmental impact analysis to improve capital planning; use financial and environmental impact analysis to improve capital planning; use analytics to identify potential work tasks for equipment.
- Application administration - Manage the underlying real estate, facility and asset portfolio data; manage user access; extend applications using technology platform; interface via Web Service over a VPN connection.

Based on a user's entitlement, the user will have access to designated portions of these processes and functions.

- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Self Service User:** Create requests, create reservations, search knowledge base, input timecards, respond to bid requests, respond to emails with offline forms (up to 25), search locations, people, and assets. Client must be entitled to the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise Users to obtain entitlements to IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Self Service Users.
- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Anywhere User:** Create and access work tasks from a mobile device using the IBM TRIRIGA Anywhere mobile application. Client must be entitled to the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise Users to obtain entitlements to IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Anywhere Users.
- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Approvals and Reporting User:** Participate in approval processes, monitor performance metrics, view reports with read only access to data and functions of Self Service. Client must be entitled to the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise Users to obtain entitlements to IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Approvals and Reporting Users.
- IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Occasional User:** Participate in limited processes, limited to tasks, surveys, invoices and requests for payment, document management. Includes functions of Self Service, Anywhere, and Approvals and Reporting users. Client must be entitled to the IBM Facilities and Real Estate Management on Cloud (TRIRIGA)

Enterprise Users to obtain entitlements to IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Occasional Users.

- e. **IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise User:** Authorized Users may participate in all implemented business processes and administrative functions. Concurrent Users may participate in all implemented business processes and administrative functions with the exception of self-service reservations, offline, and application builder tools.

1.1 Optional Services

1.1.1 IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Non-Production

IBM Facilities and Real Estate Management on Cloud (TRIRIGA) 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.

1.1.2 IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Non-Production Capacity Add-On

Each IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Non-Production Capacity Add-On entitlement increases the size of one IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Non-Production Instance to allow an additional 30 users to access the Instance simultaneously. If Client adds capacity to an IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Non-Production Instance by purchasing the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Non-Production Capacity Add-On, that additional capacity cannot be re-assigned to another IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Non-Production Instance at a later date.

1.1.3 IBM Facilities and Real Estate Management on Cloud Flex (TRIRIGA) Offerings

IBM Facilities and Real Estate Management on Cloud Flex Enterprise User (TRIRIGA) and IBM Facilities and Real Estate Management on Cloud Flex Occasional User (TRIRIGA) are optional add-ons which offer Client customization within the Cloud Service environments and additional support to manage IBM Facilities and Real Estate Management on Cloud (TRIRIGA).

1.1.4 IBM Facilities and Real Estate Management on Cloud Flex Development Environment (TRIRIGA)

IBM Facilities and Real Estate Management on Cloud Flex Development Environment (TRIRIGA) provides Client with a Non-Production instance and enhanced access for development purposes.

1.2 IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Configuration Limitation

Cloud Service Clients cannot access or change configuration parameters below the application layer, such as database or middleware configurations. The Cloud Service is configurable at the application layer using the IBM TRIRIGA Application Builder tools included with the Cloud Service or by creating integrations using the IBM TRIRIGA Connector for Business Application tools included with the Cloud Service.

Cloud Service utilizes a continuous delivery model, with different rules for platform and technology updates and for application updates. Platform and technology updates are performed by IBM periodically and at IBM's sole discretion for all Cloud Service Clients. When applied, application updates will override a Client's application configurations with the Cloud Service as-shipped application functionality. However, application updates will not be applied for Cloud Service Clients who do not specifically select the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Setup for As-Shipped Applications or for Cloud Service Clients who select the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) On-Demand Setup for Fully Configurable Applications.

2. Security Description

This Cloud Service follows IBM's data security and privacy principles for IBM SaaS which are available at <https://www.ibm.com/cloud/resourcecenter/content/80> and any additional terms provided in this section. Any change to IBM's data security policies will not degrade the security of the Cloud Service.

This Cloud Service is US-EU Safe Harbor certified.

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 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)
<99.8%	2%
<98.8%	5%
<95.0%	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%.

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: 475 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month – 475 minutes Downtime = 42,725 minutes	= 2% Availability credit for 98.9% availability during the contracted month
<hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	

4. Technical Support

Technical support for the Cloud Service is provided via email, online forums, and an online problem reporting system. 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 1 hour
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 2 business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not presenting a critical impact on operations.	Within 4 business hours
4	Minimal business impact: An inquiry or non-technical request.	Within 1 business day

5. Entitlement and Billing Information

5.1 Charge Metrics

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

- a. Authorized User is a unit of measure by which the Cloud Service can 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 Client's PoE or Transaction Document.
- b. 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 entitlements for the maximum number of Concurrent Users simultaneously 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 Client's PoE or Transaction Document.
- 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 Set-Up Charges

The IBM Facilities and Real Estate Management on Cloud (TRIRIGA) for As-Shipped Applications Set Up and IBM Facilities and Real Estate Management on Cloud (TRIRIGA) for Fully Configurable Applications On-Demand Setup are associated with fees specified in a Transaction Document.

5.3 Partial Month Charges

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

5.4 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, Client will be charged for the overage as 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. Offering Additional Terms

7.1 Non-Production Limitation

If the Cloud Service is designated as "Non-Production" or "Development Environment", the Cloud Service can be used by Client 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. Client is not authorized to use any part of the Cloud Service for any other purpose without acquiring the appropriate production entitlements.

Client must be entitled to the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise Users to obtain entitlements to Non-Production instance(s) of the Cloud Service.

Client must be entitled to the IBM Facilities and Real Estate Management on Cloud Flex Enterprise User (TRIRIGA) to obtain entitlements to IBM Facilities and Real Estate Management on Cloud Flex Development Environment (TRIRIGA), which is a Non-Production Instance(s) of the Cloud Service. With IBM Facilities and Real Estate Management on Cloud Flex Development Environment (TRIRIGA) up to 5 users are provided remote access with an enhanced level of control in the environment.

7.2 IBM Facilities and Real Estate Management on Cloud Flex (TRIRIGA) Entitlement Requirements

- All entitled users of IBM Facilities and Real Estate Management on Cloud Flex Enterprise User (TRIRIGA) must be covered by an entitlement to the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Enterprise User
- All entitled users of IBM Facilities and Real Estate Management on Cloud Flex Occasional User (TRIRIGA) must be covered by an entitlement to the IBM Facilities and Real Estate Management on Cloud (TRIRIGA) Occasional User.

7.3 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.

7.4 Links to Third Party Websites or Other Services

Where applicable, if Client or a Cloud Service user transmits content to a third party website or other service that is linked to or made accessible by the Cloud Service, or incorporates any third party content such as applications or databases into an Cloud Service environment, Client and the Cloud Service user provide IBM with the consent to enable any such transmission of Content and receipt, use, and support of any third party content but any 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. IBM reserves the right to decline support of any third-party or custom application or process for any reason, including, but not limited to: perceived security risks, licensing or performance exposures.

7.5 No Personal Health Information

The Cloud Service is not designed to comply with HIPAA and may not be used for the transmission or storage of any Personal Health Information