

Service Description

IBM Maximo Asset Performance Management for Energy and Utilities SaaS

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

1. Cloud Service

IBM Maximo Asset Performance Management for Energy and Utilities SaaS offers cognitive, descriptive, predictive, and prescriptive analytic tools, combined with visualization, internet-of-things data integration, and data like capabilities to handle the big data needs of the utility industry.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Maximo APM for E&U SaaS – Standard User

Subscription to this Cloud Service includes user application configuration, data science and development capabilities, and functionality enabled by the Cloud Service Artifacts.

- a. Ability to administer the Cloud Service via administrative interfaces
- b. Import and export data/results from/to Client's and third parties' systems to help facilitate system integration.
- c. Create or modify Cloud Service Artifacts for their environment using the enabling software, with the exception of IBM ILOG CPLEX Optimization Studio.
- d. Leverage Weather Content during creation or modification of Cloud Service Artifacts.
- e. Consolidation and visualization of data from disparate sources
- f. Data analytics
- g. Reporting and collaboration

1.2 Optional Services

1.2.1 IBM Maximo APM for E&U SaaS – Decision Optimization User

This service allows Client to create or modify Cloud Service Artifacts for their environment using the enabling software IBM ILOG CPLEX Optimization Studio.

1.2.2 IBM Maximo APM for E&U SaaS – Limited User

Users of this offering have access to the following capabilities only:

- a. Limited Users may access the system to use read-only features like dashboards.
- b. Download reports or generate pre-defined reports.

1.2.3 IBM Maximo APM for E&U SaaS – Asset

Subscription to this Cloud Service includes the following capabilities:

- a. Asset Analytics is used to measure and define the maximum number of assets that can be managed in the Cloud Service.
- b. It enables Standard Users to run on assets the analytical models included in the Cloud Service or other custom built analytical models.
- c. It enables Limited Users to access read-only features on assets included in the Cloud Service or custom built.

1.2.4 IBM IoT for Energy and Utilities Weather Data on Cloud

Subscription to this Cloud Service includes the following capabilities:

- a. Access to Weather Content through Application Programming Interfaces (APIs) for use with Cloud Service Artifacts.
- b. Access to Weather Content visualizations available in the Cloud Service.

1.2.5 IBM Maximo APM for E&U – Non-Production SaaS

This Cloud Service enables Client to use the Maximo Asset Performance Management for Energy and Utilities SaaS functions available to the Standard User but is limited to use in a non-production environment. Non-production use is defined as 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.

1.2.6 IBM Maximo APM for E&U – Visual Insights Instance

This service uses the power of artificial intelligence to: create deep learning classification or object detection models to learn to recognize different output or defect classes; detect objects in an image of a product or assembly; and manage the life cycle of the models through training, testing, validation, deployment to a physical or virtual edge, and versioning. Includes one TB of permanent storage.

1.2.7 IBM Maximo APM for E&U – Visual Insights Training

This service allows users to train classification or object detection models created in IBM Visual Insights with uploaded images. The number of Items (images) used to train or re-train the models in the IBM Visual Insights service is calculated at the end of each month and the Client is billed for the service usage based on consumption.

1.2.8 IBM Maximo APM for E&U – Visual Insights Scoring

This optional scoring service is available on a subscription basis. Models trained in the IBM Visual Insights Center in the Cloud can be deployed to such an optional edge and images can be sent to the edge for scoring. Results of scoring can be monitored and reviewed in the Visual Insights solution in the Cloud.

1.2.9 IBM Maximo APM for E&U – Storage

This Cloud Service makes available one TB additional permanent storage to support the functions offered by the Cloud Service.

1.3 Acceleration Services

1.3.1 IBM Maximo APM for E&U – Setup Instance

This setup service enables the activation of the Cloud Service before the start of the Cloud Service billing period for users and assets. Users do not have access to the Cloud Service during the activation period.

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 if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1400256238509>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides the 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:

- Authorized User is a unique user authorized to access to the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Instance is each access to specific configuration of the Cloud Services.
- Concurrent User is the number of users simultaneously accessing the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device, or application server) at any particular point in time. A person who is simultaneously accessing the Cloud Service multiple times counts only as a single Concurrent User.
- Asset is a uniquely identified tangible resource or item of value to be accessed or managed by the Cloud Services.
- Terabyte (TB) is 2 to the 40th power bytes of data processed by, analyzed, used, stored, or configured in the Cloud Services.
- Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service.

An Item is an image of parts and equipment used to train the model with the training service or to analyze for defects or validate assembly using the scoring service.

4.2 Remote Services Charges

A remote service will expire 90 days from purchase regardless of whether the remote service has been used.

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 Enabling Software

The Cloud Service contains the following Enabling Software:

- IBM Cognos Framework Manager
- BM Data Server Runtime Client
- IBM SPSS Modeler Premium
- IBM SPSS Collaboration and Deployment Services
- IBM SPSS Statistics
- IBM SPSS Data Access Pack

- IBM Integration Bus
- IBM ILOG CPLEX Optimization Studio

5.2 Cloud Service Artifacts

Cloud Service Artifacts are a variety of predefined and preconfigured materials which include, but are not limited to: predictive models; business rules; message flows; business intelligence models, reports, and dashboards; master data management model structure; and data schema. Cloud Service Artifacts are listed in the Cloud Service Artifacts list in the relevant Cloud Service user guide.

Client may use the Cloud Service to modify the Cloud Service Artifacts or to create new Cloud Service Artifacts. Cloud Service Artifacts may not be used independently of the Cloud Service. Should Client's access to the Cloud Service be terminated, Client must remove all Cloud Services Artifacts from its systems and destroy all copies.

IBM offers technical support for unmodified Cloud Service Artifacts only.

5.3 IBM SPSS Data Access Pack

The IBM SPSS Data Access Pack is provided exclusively for use by the following enabling software: IBM SPSS Modeler Premium.

Neither Client nor any application, program or device is authorized to directly use or access the services of the IBM SPSS Data Access Pack, except Client may access the IBM SPSS Data Access Pack to perform administrative functions for the IBM SPSS Data Access Pack such as backup, recovery and authorized configuration.

5.4 IBM Weather Content

Weather Content means weather data, both historical and forecasted (including without limitation forecasts, maps, alerts and graphs).

5.4.1 Termination of Service

Upon expiration or termination of Client's subscription, Client shall immediately cease all use of Weather Content and promptly delete all Weather Content from its systems.

5.4.2 Restriction on Usage

Client's use of the Weather Content is restricted solely to its own internal use. Client may not reproduce, redistribute, retransmit, demonstrate, convey, sublicense, externally display or exhibit either:

- the Weather Content, any parts thereof; or
- any results, conclusions or insights reached as a result of using Weather Content ("Derived Content"), directly or indirectly, in any form or manner, accessible by a third party (e.g. Client's customers, business partners or product end users) ("Third Party Facing Application") the essential purpose of which is to provide historic, current or forecast weather or atmospheric conditions or analysis thereof. To the extent Client does or authorizes the display of Derived Content as part of a Third Party Facing Application, Client shall not imply, directly or indirectly that IBM provides, endorses, sponsors, certifies or approves the Derived Content or any products or services promoted or associated with the Derived Content.

Client shall not use the Cloud Service or Weather Content to target or trigger advertising, serve advertising based on the Weather Content being associated with the location of any user of a consumer facing technology (e.g., weather-triggered advertising), or use the Cloud Service or Weather Content for any marketing or content-based decisioning.

Client shall not use the Weather Content as part of any offering of any type emanating from a television or radio broadcast (e.g., over-the-air, cable, satellite) or subscription streaming service (e.g., Sling Television, Netflix, Hulu, Amazon Prime Video, HBO GO, or radio equivalent) delivered on, through or by any means or medium.

Client agrees that the APIs and related specifications and documentation are IBM confidential information and cannot be used or disclosed outside the terms of this Service Document.

Client acknowledges IBM may change the style, form or content of, and eliminate or discontinue segments of, the Weather Content from time to time and at any time in its sole discretion; provided, IBM

will include Client in its communications to similarly situated customers regarding material changes in the Weather Content.

Weather Content may only be used in conjunction with the Cloud Service in accordance with the terms of this Service Document. Weather Content may not be used independently of this Cloud Service.

5.4.3 Country Limitations on Usage

Client is responsible for, and IBM's obligations under this Service Document shall be conditioned on Client determining whether its use of the Weather Content is permissible and, to the extent necessary, obtaining, all necessary licenses, permits, approvals or authorizations from any governmental entity or agency in the country or territory in which it operates or uses the Weather Content.