

Service Description

IBM Cognos Analytics on Cloud Hosted

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

1. Cloud Service

The Cloud Service is hosted in a SoftLayer data center and Client will have access the most current functionality of IBM Cognos Analytics software to develop dashboards, interactive reports, custom analysis, ad-hoc queries, create new reports, view scheduled reports and consume active reports via web browser. The Cloud Service provides interactive OLAP exploration and allows a Client to create and format a wide variety of report types, including lists, cross tabs, charts, and financial statement style. The Cloud Service extends consumption of reports with a broad range of mobile devices including Apple iPhone, Android, and tablets.

1.1 Offerings

The Client may select from the following available offerings

1.1.1 IBM Cognos Analytics on Cloud Hosted User

One Instance entitlement of this Cloud Service includes one production Instance and one Non-Production Instance. The production Instance allows for 250GB of storage for user generated content (Content Store & Audit DB) as well as three (3) IBM Cognos Analytics Pods. The Non-Production Instance allows for 125GB of storage for user generated content (Content Store & Audit DB).

1.1.2 IBM Cognos Analytics on Cloud Hosted Basic User

One Instance entitlement of this Cloud Service includes one production Instance. The production Instance allows for 250GB of storage for user generated content (Content Store & Audit DB) as well as two (2) IBM Cognos Analytics Pods.

1.1.3 IBM Cognos Analytics on Cloud Hosted Viewer

This Cloud Service requires a minimum of one (1) entitlement to the IBM Cognos Analytics on Cloud Hosted User.

The IBM Cognos Analytics on Cloud Hosted Viewer is permitted to use only the following components or functions of the Cloud Service:

- Access the Cognos Analytics portal and View Reports
- Interact with Dashboards and Stories
- Run prompted Reports

1.1.4 IBM Cognos Analytics on Cloud Hosted Basic Viewer

This Cloud Service requires a minimum of one (1) entitlement to the IBM Cognos Analytics on Cloud Hosted Basic User.

The IBM Cognos Analytics on Cloud Hosted Viewer is permitted to use only the following components or functions of the Cloud Service:

- Access the Cognos Analytics portal and View Reports
- Interact with Dashboards and Stories
- Run prompted Reports

1.1.5 IBM Cognos Analytics on Cloud Hosted Capacity

One Instance entitlement of this Cloud Service includes one production Instance and one Non-Production Instance. The production Instance allows for 250GB of storage for user generated content (Content Store & Audit DB) as well as three (3) IBM Cognos Analytics pods. The Non-Production Instance allows for 125GB of storage for user generated content (Content Store & Audit DB).

1.1.6 IBM Cognos Analytics on Cloud Hosted Basic Capacity

One Instance entitlement of this Cloud Service includes one production Instance. The production Instance allows for 250GB of storage for user generated content (Content Store & Audit DB) as well as two (2) IBM Cognos Analytics pods.

1.1.7 IBM Cognos Analytics on Cloud Hosted Proof of Concept

This Cloud Service is a short-term subscription with a ninety day (90) maximum subscription. It provides a Non-Production use for 100 GB of storage for user generated content (Content Store & Audit DB).

1.1.8 IBM Cognos Analytics Standard – BYOL on Cloud

The Cloud Service allows for a maximum of 250GB of storage for user generated content as well as a minimum of three (3) IBM Cognos Analytics Report Servers (Additional Report Servers can be purchased as an add-on). Additionally, the IBM Cloud Service includes a separate environment with an Instance of IBM Cloud Service, that Client may use only for Non-Production activities. This Cloud service is also subject to the Terms Applicable to IBM Cognos Analytics on Cloud BYOL, below. Client may experience decreased performance if more than 1,500 Authorized Users are enabled in the Cloud Service.

1.1.9 IBM Cognos Analytics Enterprise – BYOL on Cloud

The Cloud Service allows for a maximum of 250GB of storage for user generated content (Content Store & Audit DB) as well as a minimum of five (5) IBM Cognos Analytics Report Servers (Additional Report Servers can be purchased as an add-on). Additionally, the Cloud Service includes a separate environment with an Instance of the Cloud Service, that Client may use only for Non-Production activities. This Non-production environment allows for a maximum of 125GB of storage for user generated content (Content Store & Audit DB). This Cloud service is also subject to the Terms Applicable to IBM Cognos Analytics on Cloud BYOL, below.

1.2 Optional Services

1.2.1 IBM Cognos Analytics on Cloud Hosted Additional Pod

This Cloud Service provides for the provisioning of one (1) additional IBM Cognos Analytics Pod. The IBM Cognos Pod renders reports, in PDF, HTML, XLS, XML and CSV This add-on is available to Clients entitled to the IBM Cognos Analytics on Cloud Hosted User, IBM Cognos Analytics on Cloud Hosted Additional Non-Production, IBM Cognos Analytics on Cloud Hosted Capacity, IBM Cognos Analytics on Cloud Hosted Basic User or IBM Cognos Analytics on Cloud Hosted Basic Capacity only.

1.2.2 IBM Cognos Analytics on Cloud Hosted Additional Non-Production

This Cloud Service provides for the provisioning of one (1) additional IBM Cognos Non-Production Instance. This Non-Production Instance allows for 125GB of storage for user generated content. This add-on is available to Clients entitled to the IBM Cognos Analytics on Cloud Hosted User, IBM Cognos Analytics on Cloud Hosted Capacity, IBM Cognos Analytics on Cloud Hosted Basic User, or IBM Cognos Analytics on Cloud Hosted Basic Capacity only.

1.2.3 IBM Cognos Analytics on Cloud Hosted Additional Storage

This optional Cloud Service provides an additional 100 GB of storage for user created content beyond the maximum defined in the contracted Cloud Service. This add-on is available to Clients entitled to the IBM Cognos Analytics on Cloud Hosted User, IBM Cognos Analytics on Cloud Hosted Capacity, IBM Cognos Analytics on Cloud Hosted Basic User, or IBM Cognos Analytics on Cloud Hosted Basic Capacity only.

1.3 Acceleration Services

1.3.1 IBM Cognos Analytics on Cloud Hosted Jump Start Remotely Delivered

This set-up service provides up to 50 hours of remote consulting time for startup activities including (1) assistance with use cases, (2) coaching on practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading, and (4) other administrative and configuration topics of interest (collectively, "startup activities"). This remotely delivered set-up service is purchased per Engagement and expires 90 days from the date of purchase of entitlement, as specified in the Transaction Document, regardless of whether all hours have been used.

1.3.2 IBM Cognos Analytics on Cloud Hosted Accelerator Remotely Delivered

This set-up service provides up to 50 hours of remote consulting time to be used for performing activities including (1) assistance with use cases, including data movement use cases in support of a one-time, point in time, data movement (2) coaching on practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading (including setup of source and target environments and data movement as defined in data movement use case) and (4) other administrative and configuration topics of interest (collectively, "Activities"). This remotely delivered set-up service is purchased per Engagement and expires 12 months from the date of purchase of entitlement or on the last day of the initial Cloud Service subscription term, whichever is earliest, regardless of whether all hours have been used.

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=E7BC3AD0240411E58BCB3FD1A5DC388F>

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:

- Authorized User is a unique user authorized to access the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Engagement is a professional or training service related to the Cloud Services.

- Instance is each access to specific configuration of the Cloud Services.
- Gigabyte (GB) is defined as 2 to the 30th power bytes of data processed by, used, stored or configured in the Cloud Services.
- Application Instance is a copy of a uniquely named software application program connected to or managed by the Cloud Services. An Application in multiple environments (such as test, development, staging or production) or multiple instances of an Application within a single environment are considered separate Application Instances.

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

Enabling software is provided to Client under the following terms:

Enabling Software	Applicable License Terms (if any)
IBM Cognos Framework Manager	http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/5E29C866388B1D808525834B0005A60F?OpenDocument
IBM Cognos Transformer	http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/67822D46168ACD5C852582BC00021061?OpenDocument
IBM Cognos for Microsoft Office	http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/D6A60B7348E8D46B852581CC0058339F?OpenDocument
IBM Cognos Analytics Software Development Kit	http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/BC114A9FDD98C98B8525833900161F72?OpenDocument

5.2 Client-Provided Materials

To the extent Client provides IBM with Client or third party drivers, jar files, license files, configuration files, and other materials that Client asks IBM to use in the Client's Cloud Service environment (collectively "Client-Provided Materials"): Client hereby grants IBM a fully-paid, non-exclusive, non-transferable, worldwide, limited license (without the right to sublicense), under Client's applicable intellectual property rights to use the Client-Provided Materials for the sole purpose of providing the Cloud Service to Client. IBM has sole discretion whether to use such Client-Provided Materials and may cease using Client-Provided Materials at its sole discretion at any time for any reason.

Client represents and warrants on an ongoing basis that (a) it has the necessary rights to give Client-Provided Materials to IBM, (b) IBM may lawfully use the Client-Provided Materials in providing the Cloud Service to Client, and (c) the Client-Provided Materials does not contain harmful code. Client must promptly inform IBM if Client loses the right to allow IBM to use the Client-Provided Materials or Client learns it contains harmful code.

Client acknowledges that (a) IBM does not warrant the functionality of Client-Provided Materials within the Cloud Service, and (b) IBM is not responsible or liable to Client to the extent the Client-Provided Materials impairs IBM's ability to meet IBM's: (1) representations and warranties regarding the Cloud Service, and/or (2) the Cloud Service's Service Level.

5.3 Cloud Service Environment Updates

If Client is provided notice by IBM that Client's environment must be updated to the latest version of IBM Cognos Analytics on Cloud, Client will have its environment updated within 60 days after notice is given, unless IBM agrees to a longer time period. In cases where Client has both a pre-production and

production environment, the pre-production environment will be updated first and the production environment no more than 2 weeks afterwards, unless IBM agrees to a longer time period between the update of the pre-production and production environments. IBM may update an IBM Cognos Analytics on Cloud environment to address significant vulnerabilities or regulatory requirements with no notice to Client.

In the event that Client is more than one update behind the latest version of IBM Cognos Analytics on Cloud, Client will have their environment updated to the latest version of IBM Cognos Analytics on Cloud, within 60 days of the latest version of IBM Cognos Analytics on Cloud being available, unless IBM agrees to a longer time period. In cases where Client has both pre-production and production environments, the pre-production environment will be updated first and the production environment no more than 2 weeks afterwards, unless IBM agrees to a longer time period between the update of the pre-production and production environments.

IBM Cognos Analytics is numbered as [Version].[Release].[Modification Level].[Interim Fix]. In the above text, 'version' refers to a Modification Level within the numbering of an IBM Cognos Analytics release. An example of a version change would be a change from 11.0.8 to 11.0.9. Changes between consecutive releases of the 'Version' or 'Release' number also constitute a single version change in this context.

5.4 Non-Production Limitation

If the Cloud Service is designated as "Non-Production", the Cloud Service can only be used as part of the Client's Non-Production activities, including but not limited to testing, performance tuning, fault diagnosis, benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the Cloud Service using published application programming interfaces.

5.5 Terms applicable to IBM Cognos Analytics on Cloud BYOL

Bring your own licenses (BYOL) offerings require the Client to have previously acquired appropriate license entitlements to the associated IBM program identified in the table below. Client's entitlements to the BYOL SaaS cannot exceed Client's entitlements to the associated IBM program, in the ratios specified below.

The BYOL offering does not include Subscription and Support for the associated IBM program. Client represents they have acquired the applicable (1) license entitlements and (2) Subscription and Support for the associated IBM program. During the Subscription Period of the BYOL offering, Client must maintain current Subscription and Support for the IBM program entitlements used in conjunction with the BYOL offering entitlements. In the event either Client's license to use the associated IBM program or Client's Subscription and Support for the associated IBM program is terminated, Client's right to use the BYOL offering will terminate.

Client may continue to use the entitlements to the associated IBM program that are applied to usage of the BYOL offering to deploy the associated IBM program concurrently with Client's use of the BYOL offering for the following period (the "Concurrent Usage period"): for Clients with a subscription term of less than three (3) years, no longer than ninety (90) days after the start of the Client's initial subscription to the BYOL offering; for Clients with a subscription term of three (3) years or more, no longer than one (1) year after the start of the Client's initial subscription to the BYOL offering. After the end of the Concurrent Usage period, for the duration of Client's use of the BYOL offering, Client's entitlements to the associated IBM program applied to usage of the BYOL offering are suspended and Client may no longer use those entitlements to deploy the associated IBM program (subject to any stated exceptions).

Associated IBM Program	BYOL Offering	BYOL Offering Authorized User Ratio
IBM Cognos Analytics Explorer	<ul style="list-style-type: none"> ● IBM Cognos Analytics Standard – BYOL on Cloud ● IBM Cognos Analytics Enterprise – BYOL on Cloud 	1:1
IBM Cognos Analytics User	<ul style="list-style-type: none"> ● IBM Cognos Analytics Standard – BYOL on Cloud ● IBM Cognos Analytics Enterprise – BYOL on Cloud 	1:1
IBM Cognos Analytics Information Distribution	<ul style="list-style-type: none"> ● IBM Cognos Analytics Standard – BYOL on Cloud ● IBM Cognos Analytics Enterprise – BYOL on Cloud 	1:1

5.6 Disaster Recovery

In the event the Cloud Service is not available because of a catastrophic event or cause beyond IBM's control at the data center where IBM provisions Client's Cloud Service, IBM will work to provide the Cloud Service to Client via another IBM data center within 14 calendar days. Please refer to the Service Level Agreement for outages not considered catastrophic or beyond IBM's control. VPN setup is not included.