IBM Case 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

IBM Case Manager on Cloud provides:

a. IBM Content Navigator to access advanced case management applications

b. Content-centric Case Management, enabling knowledge workers or business analysts to:
   1. utilize Case Builder to quickly and easily design and try out new case solutions;
   2. use sample solution templates provided;
   3. create and maintain case properties, user roles, in-boxes, document types, page and data visual layouts;
   4. employ embedded business rules which allows for easier development within the Case Manager Builder environment;
   5. create case tasks and their underlying workflows;
   6. utilize the Case Client runtime to display the solutions created by Case Builder;
   7. access the Content Navigator based UI provided;
   8. access to the Case Administrator for deploying and managing solutions;
   9. access to Configuration Manager User Interface (CMUI) to create and deploy custom widgets;
   10. access to Case Monitor and Case Analyzer to provide current and historical reporting on cases;
       a. Support for analysis requiring the use of OLAP Cubes will be quoted separately (including MS SQL licensing, infrastructure and support);
   11. access provided APIs to extend solutions;
   12. have access to full, unrestricted use of Case Foundation to provide active content and case workflow management; and
   13. have access to full, unrestricted use of FileNet Content Manager and its ECM repository.

Custom operational reports will be quoted separately.

c. A secure, virtual private infrastructure

d. Replication of production data to a secondary location in support of disaster recovery

e. Up to 4 TB of outbound bandwidth; higher bandwidth quoted separately

f. 24x7 production environment monitoring, virus scanning, intrusion detection / penetration testing services, software patches, and software upgrades (data migration services or activities required for custom configurations or extensions quoted separately).

g. If a Non Production Environment is purchased for Disaster Recovery purposes:
   1. Testing is performed on a representative sample from our overall Client portfolio at least once per year.
   2. Additional requirements such as testing on Client specific environments will be quoted separately.

h. Active Directory Integration

Included Options: (Microsoft Active Directory or IBM Tivoli Directory Server)

1. Authentication to the Cloud Service LDAP Server replicating back to on-premise Client LDAP:
   a. Support for one (1) Active Directory server.
- Provide a (Read Only) domain controller in the Cloud Service that is in the Client domain.
- Client manages all end user access to the cloud environment (groups, IDs, access).
- Full Admin rights to Client

(2) Authenticate to the Cloud Service LDAP server where the Client manages the users (not in the Client domain).

(3) Point to on-premise Client domain controller for authentication:
- Possible performance implications
- Authenticates for the life of the session.

(4) Provide SAML authentication if required.

Other configurations (e.g. manual or scripted excerpts of LDAP file directory to the Cloud Service; federation options including MS Federation Services or others) quoted separately.

Custom solution implementation, configuration, integration services and additional offerings not included in the Cloud Service are available for an additional charge under a statement of work.

Software upgrades as part of the service are included. Upgrades requiring migration of data or any custom extensions are not included.

The base offering includes provisioning in select data centers in a multi-tenant environment. Any provisioning outside of these centers will require the Dedicated Add-On. Each offering represents the capacity to process certain amounts of data volume and user operations in the specified time period as described below. The capacity descriptions are intended to be guidelines to help a Client select an appropriate configuration for intended workloads, actual results may vary based on Client specifics.

1.1 IBM Case Manager Copper 2.0
   a. Copper configuration is intended to support up to 15,000 new cases per year. This type of deployment typically will support ingesting and storing up to 250 case artifact documents per day and up to 25 knowledge workers concurrently working and completing as many as 100 cases per day.
   b. Copper configuration provides 500 GB of Storage; additional storage entitlement can be separately purchased.

1.2 IBM Case Manager Bronze 2.0
   a. Bronze configuration is intended to support up to 30,000 new cases per year. This type of deployment typically will support ingesting and storing up to 500 case artifact documents per day and up to 50 knowledge workers concurrently working and completing as many as 200 cases per day.
   b. Bronze configuration provides 1TB of Storage; additional storage entitlement can be separately purchased.

1.3 IBM Case Manager Silver 2.0
   a. Silver configuration is intended to support up to 300,000 new cases per year. This type of deployment typically will support ingesting and storing up to 20,000 case artifact documents per day and up to 250 knowledge workers concurrently working and completing as many as 1,000 cases per day.
   b. Silver configuration provides 1TB of Storage; additional storage entitlement can be separately purchased.

1.4 IBM Case Manager Gold 2.0
   a. Gold configuration is intended to support up to 750,000 new cases per year. This type of deployment typically will support ingesting and storing up to 50,000 case artifact documents per day and up to 1,000 knowledge workers concurrently working and completing as many as 2,500 cases per day.
   b. Gold configuration provides 3TB of Storage; additional storage entitlement can be separately purchased.
1.5 IBM Case Manager Platinum 2.0
   a. Platinum configuration is intended to support up to 3,000,000 new cases per year. This type of deployment typically will support ingesting and storing up to 200,000 case artifact documents per day and 3,000 knowledge workers actively working and completing as many as 10,000 cases per day.
   b. Platinum configuration provides 5TB of Storage; additional storage entitlement can be separately purchased.

1.6 Optional Features or Services

1.6.1 IBM Case Manager Storage Add-On 2.0
   If Client exceeds the TB storage included with the selected configuration, Client must purchase additional entitlement.

1.6.2 IBM Case Manager Non-Production Environment
   Client may purchase a separate instance for test and development purposes. This development environment may not be used for production purposes except when implemented as a standby disaster recovery site.
   a. The non-production environment does not provide high availability or disaster recovery.
   b. Client may choose different instance sizes for production and disaster recovery if desired:
      (1) IBM Case Manager Non-Production Environment Copper 2.0
          IBM Case Manager Non-Production Environment Copper 2.0 is sized the same and provides similar processing capacity as IBM Case Manager Copper 2.0.
      (2) IBM Case Manager Non-Production Environment Bronze 2.0
          IBM Case Manager Non-Production Environment Bronze 2.0 is sized the same and provides similar processing capacity as IBM Case Manager Bronze 2.0.
      (3) IBM Case Manager Non-Production Environment Silver 2.0
          IBM Case Manager Non-Production Environment Silver 2.0 is sized the same and provides similar processing capacity as IBM Case Manager Silver 2.0.
      (4) IBM Case Manager Non-Production Environment Gold 2.0
          IBM Case Manager Non-Production Environment Gold 2.0 is sized the same and provides similar processing capacity IBM Case Manager Gold 2.0.
      (5) IBM Case Manager Non-Production Environment Platinum 2.0
          IBM Case Manager Non-Production Environment Platinum 2.0 is sized the same and provides similar processing capacity IBM Case Manager Platinum 2.0.

1.6.3 IBM Case Manager Dedicated Add-On 2.0
   Client may upgrade a selected virtual private environment to a single tenant private infrastructure. This includes up to 20 TB of outbound bandwidth; higher bandwidth quoted separately.

1.6.4 IBM Case Manager Federal Datacenter Add-On
   This add-on service, available to US government Clients and other Clients as approved by IBM, provides the Client's selected Cloud Service configuration to be implemented as a virtual private environment infrastructure wholly contained in a federal data center.

1.6.5 IBM Case Manager on Cloud Jump Start
   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 proven 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 Client's Proof of Entitlement, regardless of whether all hours have been used.
1.6.6 IBM Case Manager on Cloud Accelerator

This on demand 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 proven 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. Security Description

This Cloud Service follows IBM's data security and privacy principles for Cloud Services 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 principals 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 client network access point. The Cloud Service does encrypt content when at rest.

All data is protected using FIPS 1402 level 1 compliant whole disk encryption. The data classification for this solution defaults to data being classified as Client sensitive. IBM will work with the Client to address other regulatory requirements (such as HIPAA, PIPEDA, etc.) when requested by the Client for the intended workload, and may impact the solution architecture and charges.

The Cloud Service is currently ISO27001 certified. ISO27001 certified cloud product listings are available at: http://www-01.ibm.com/common/ssi/cgi-bin/ssialias?subtype=ST&infotype=SA&htmlfid=KUJ12444USEN&attachment=KUJ12444USEN.PDF.

The Cloud Service is HIPAA ready with customer notification of this requirement.

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 related to the complete system unavailability (not issues with specific functions) and 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

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<thead>
<tr>
<th>Availability during a contracted month</th>
<th>Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)</th>
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<tbody>
<tr>
<td>&lt; 99.8%</td>
<td>2%</td>
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<tr>
<td>&lt; 99%</td>
<td>5%</td>
</tr>
<tr>
<td>&lt; 95%</td>
<td>10%</td>
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* 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 a contracted month divided by the total number of minutes in the contracted month.

4. Technical Support

Technical support for the Cloud Service is provided via email and an online problem reporting system. 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.

5. Entitlement and Billing Information

5.1 Charge Metrics

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

a. Engagement is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the Cloud Service. Sufficient entitlements must be obtained to cover each Engagement.

b. 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.

c. Terabyte is a unit of measure by which the Cloud Service can be obtained. A Terabyte is 2 to the 40th power bytes. Sufficient entitlements must be obtained to cover the total number of Terabytes processed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

5.2 Setup Service Charges

Setup Services are purchased on a per Engagement basis and will be billed at the rate 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. **Additional Terms**

7.1 **Backup**
Routine backups for the data and environments are provided. For production environments, asynchronous replication of production VM images, backups, metadata, and content to secondary center is also included.

7.2 **Cloud Service Expiration**
Before expiration or termination of the Cloud Service it is Client's responsibility to use any of the provided reporting or export features of the Cloud Service to extract any data to be retained by the Client. If requested, IBM can assist with providing an extract of the client's data in an industry standard, mutually agreeable format prior to contract termination. Additional data migration services are also available and would be quoted separately. Upon contract termination IBM will securely erase the environment and all data backups.

7.3 **Disaster Recovery**
The Cloud Service is configured to support business continuity objectives defined below. Business continuity objectives help ensure that an organization's critical business functions will be recovered to an operational state, with a minimal loss of data, within a reasonably short period following a disaster at the primary computing location. Once a determination is made that an incident at the primary computing location warrants a failover to the secondary location, business continuity plans and related activities shall be executed by IBM in support of the recovery objectives noted below. For this Cloud Service the non-production environment will be refreshed and reconfigured to accept production workloads until service at the primary location is restored.

<table>
<thead>
<tr>
<th>Business Continuity Objectives</th>
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<tbody>
<tr>
<td>Recovery Point Objective</td>
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<tr>
<td>Recovery Time Objective</td>
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7.4 **External User Access**
Client may choose to give external users access to the Cloud Service. Client is responsible for these external users, including but not limited to a) any claims made by the external users relating to the Cloud Service, or b) any misuses of the Cloud Service by these external users.

7.5 **Virtual Private Network (VPN)**
Client may select to utilize a software VPN connection for securely connecting to the Cloud Service. Information about the VPN will be provided upon written request by Client.

a. Configuration of up to 2 VPN endpoints (gateways) provided.

b. Additional endpoints quoted separately.

7.6 **Links to Third Party Websites or Other Services**
If Client or a Cloud Service user transmits content to a third party website or other service that is linked to or made available by the Cloud Service, Client and the Cloud Service user provide IBM with the consent to enable any such transmission of content, but 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.