

Service Description

IBM Content Manager OnDemand on Cloud

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 Content Manager OnDemand on Cloud (Cloud Service) provides:

- a. High Speed Archival
 - Load, index and archive application generated print output such as reports, bills, statements, policies, explanation of benefits, payment/credit transactions etc
 - Flexibility to handle large data files with multiple documents
 - Support for variety of file formats PDF, AFP, LineData, XML
- b. Auto Indexing
 - Loading and Indexing program in Cloud automatically extract meta data from reports, statements etc and populate index fields in relational database for efficient search and retrieval
- c. Efficient Storage Utilization
 - Archived data is compressed for efficient storage utilization
- d. Archival with document expiry
 - To further optimize storage utilization, business policies can be defined to automatically expire archived data based on type of report/statement etc.
- e. Archival of banking transactions that comply with XML standards
- f. Web and mobile access to archived statements, reports etc.
- g. Full Text Search can be enabled to find stored documents by any text contained within a document
- h. Holds can be enabled to prevent document expiration
- i. Periodic distribution of reports to designated internal users
- j. Replication of production data to a secondary location in support of disaster recovery
- k. Secure, virtual private infrastructure
- l. Up to 4 TB of outbound bandwidth; higher bandwidth quoted separately
- m. 24x7 production environment monitoring, data encryption in transit and at rest, 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)
- n. Active Directory Integration

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

- Authentication to the Cloud Service LDAP Server replicating back to on-premise Client LDAP
 - 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
- Authenticate to the Cloud Service LDAP server where the Client manages the users (not in the Client domain)
- Point to on-premise Client domain controller for authentication
 - Possible performance implications
 - Authenticates for the life of the session

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

Custom solution implementation, configuration, and integration services are available for an additional charge under a statement of work.

All of the above features are available through purchase of the Required Entitlements of IBM Content Manager OnDemand on Cloud as described below.

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 Content Manager OnDemand Bronze V2.0

- a. PDF document loading and Indexing: after documents have been submitted by Client into the designated staging area on Cloud, Bronze configuration provides loading and indexing of up to 25GB data in 12 hour period
- b. AFP and or Line Data document loading and indexing: after documents have been submitted by Client into the designated staging area on Cloud, Bronze configuration provides loading and indexing of up to 450GB data in 12 hour period
- c. PDF document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Bronze configuration provides loading and indexing of up to 15GB data with 30,000 concurrent document searches and retrieval operations in 12 hour period
- d. AFP and or Line Data document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Bronze configuration provides loading and indexing of up to 250GB data along with 30,000 concurrent document searches and retrieval operations in 12 hour period
- e. Bronze configuration provides 1TB of storage; additional TB storage can be separately purchased

1.2 IBM Content Manager OnDemand Silver V2.0

- a. PDF document loading and Indexing: after documents have been submitted by Client into the designated staging area on Cloud, Silver configuration provides loading and indexing of up to 50GB data in 12 hour period
- b. AFP and or Line Data document loading and indexing: after documents have been submitted by Client into the designated staging area on Cloud, Silver configuration provides loading and indexing of up to 900 GB data in 12 hour period
- c. PDF document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Silver configuration provides loading and indexing of up to 30GB data with 60,000 concurrent document searches and retrieval operations in 12 hour period
- d. AFP and or Line Data document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Silver configuration provides loading and indexing of up to 500GB data along with 60,000 concurrent document searches and retrieval operations in 12 hour period
- e. Silver configuration provides 1TB of storage; additional TB storage can be separately purchased

1.3 IBM Content Manager OnDemand Gold V2.0

- a. PDF document loading and Indexing: after documents have been submitted by Client into the designated staging area on Cloud, Gold configuration provides loading and indexing of up to 100GB data in 12 hour period
- b. AFP and or Line Data document loading and indexing: after documents have been submitted by Client into the designated staging area on Cloud, Gold configuration provides loading and indexing of up to 1800 GB data in 12 hour period
- c. PDF document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Gold configuration provides loading and indexing of up to 60GB data with 120,000 concurrent document searches and retrieval operations in 12 hour period

- d. AFP and or Line Data document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Gold configuration provides loading and indexing of up to 1 Terabyte data along with 120,000 concurrent document searches and retrieval operations in 12 hour period
- e. Gold configuration provides 3TB of storage; additional TB storage can be separately purchased

1.4 IBM Content Manager OnDemand Platinum V2.0

- a. PDF document loading and Indexing: after documents have been submitted by Client into the designated staging area on Cloud, Platinum configuration provides loading and indexing of up to 250GB data in 12 hour period
- b. AFP and or Line Data document loading and indexing: after documents have been submitted by Client into the designated staging area on Cloud, Platinum configuration provides loading and indexing of up to 4.5 TB data in 12 hour period
- c. PDF document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Platinum configuration provides loading and indexing of up to 150GB data with 300,000 concurrent document searches and retrieval operations in 12 hour period
- d. AFP and or Line Data document loading and Indexing with concurrent document search/retrieval: after documents have been submitted by Client into the designated staging area on Cloud, Platinum configuration provides loading and indexing of up to 2.5TB data along with 300,000 concurrent document searches and retrieval operations in 12 hour period
- e. Platinum configuration provides 5TB of storage; additional TB storage can be separately purchased

1.5 Optional Services

1.5.1 IBM Content Manager OnDemand Storage Add-On V2.0

If Client exceeds the TB storage included with the selected configuration, Client must purchase additional entitlement.

1.5.2 IBM Content Manager OnDemand Report Application Definition Add-On 2.0

Client may purchase additional report/statement or application definitions for on demand setup at any time. Each Request entitlement provides setup of up to 10 report/statement or application output definitions.

1.5.3 IBM Content Manager OnDemand Non-Production Environment Bronze V2.0

Client may purchase a separate instance for test and development purposes. This development environment may not be used for production purposes.

- The non-production environment configuration is sized the same and provides similar processing capacity as IBM Content Manager OnDemand Bronze 2.0.
- The non-production environment does not provide high availability or disaster recovery.

1.5.4 IBM Content Manager OnDemand Non-Production Environment Silver V2.0

Client may purchase a separate instance for test and development purposes. This development environment may not be used for production purposes.

- The non-production environment configuration is sized the same and provides similar processing capacity as IBM Content Manager OnDemand Silver 2.0.
- The non-production environment does not provide high availability or disaster recovery.

1.5.5 IBM Content Manager OnDemand Non-Production Environment Gold V2.0

Client may purchase a separate instance for test and development purposes. This development environment may not be used for production purposes.

- The non-production environment configuration is sized the same and provides similar processing capacity as IBM Content Manager OnDemand Gold 2.0.
- The non-production environment does not provide high availability or disaster recovery.

1.5.6 IBM Content Manager OnDemand Non-Production Environment Platinum V2.0

Client may purchase a separate instance for test and development purposes. This development environment may not be used for production purposes.

- The non-production environment configuration is sized the same and provides similar processing capacity as IBM Content Manager OnDemand Platinum 2.0.
- The non-production environment does not provide high availability or disaster recovery.

1.6 Set-up Services

1.6.1 IBM Content Manager Enterprise Edition 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.

1.6.2 IBM Content Manager Enterprise Edition 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 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 principals will not degrade the security of the Cloud Service.

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 when requested by the Client for the intended workload, and may impact the solution architecture and service fees. All data is protected using FIPS 1402 level 1 compliant whole disk encryption.

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 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 50 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

3.2 Service Levels

The service is designed to be highly available with the target of being available outside of the maintenance windows. However, if system availability falls below the thresholds noted below, service credits may be requested using the process defined previously.

| Availability during a contracted month | Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim) |
|--|---|
| <99% | 5% |
| <97% | 10% |
| <95% | 25% |
| <90% | 50% |

* 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.

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: 50%; margin: 0 auto;"/> 43,200 total minutes | = 5% Availability credit for 98.8% availability during the contracted month |
|---|---|

4. Business Continuity

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.

| Business Continuity Objectives | |
|--------------------------------|--|
| Recovery Point Objective | 4 hours |
| Recovery Time Objective | <ul style="list-style-type: none"> • 4 consecutive hours when a secondary, equivalent Non-production environment is purchased • At least 24 consecutive hours, if no secondary Non-Production environment is purchased |

5. Technical Support

Technical support for the Cloud Service is provided via an online problem reporting system or by telephone. IBM will provide technical support contact information and related information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering. Response times will vary based on the nature and severity of the issues, as depicted below.

| 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 |

6. Entitlement and Billing Information

6.1 Charge Metrics

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

- a. 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.
- b. 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.
- c. Request is a unit of measure by which the Cloud Service can be obtained. A Request is the act by the client that authorized IBM to perform a service. Depending upon the service, the Request can be in the form of a written notice or a support request which is made by phone call, email or online case. Sufficient entitlements must be obtained to cover the total number of Requests submitted to the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- d. 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 IBM SaaS. Sufficient entitlements must be obtained to cover each Engagement.

6.2 Partial Month Charges

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

6.3 On Demand Charges

On-Demand charges, as specified in the Transaction Document, will apply when Client requests activation of the On-Demand part.

For example

Client may purchase additional report/statement or application definitions for on demand setup at any time. Each Request entitlement provides setup of up to 10 report/statement or application output definitions.

6.4 Setup Service Charges

Setup services are purchased on a per Engagement basis and will be billed at the rate specified in the Transaction Document.

7. 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.

8. Enabling Software

The following enabling software is included with the Cloud Service:

- a. **AFP Viewer:** Client may access and download AFP Viewer. AFP Viewer is a web browser plug-in which Client may install on user's web browser to view documents in AFP (Advanced Function Printing) format. Client may install AFP viewer on those user's web browser who have been set up for web access and need to access and view documents in AFP format. Information for downloading AFP Viewer plug-in will be provided upon written request by Client.
- b. **IBM Content Manager OnDemand Windows Client Software:** Client may access and download this client software for purposes of testing and verification, or for purposes of creating user-ids of those personnel within Client's organization who will be accessing the Cloud Service.
- c. **OnDemand Web Enablement Kit:** OnDemand Web Enablement Kit provides Java APIs for Content Manager OnDemand. Client may access and download this software for the purposes of developing custom applications that need to access or interoperate with the Cloud Service.

9. Additional Terms

9.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

9.2 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.

9.3 FTP Software

To submit reports, statements or any other documents to be loaded and indexed into the Cloud Service, Client is required to use FTP (File Transfer Protocol) client software. IBM will provide connection information to connect to the Cloud Service for submitting data to be loaded and indexed into the Cloud Service

9.4 Virtual Private Network (VPN)

Client may select to utilize a software VPN connection for the purpose of securely connecting to the Cloud Service. Information about the VPN will be provided upon written request by Client.

9.5 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 IBM 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

9.6 Web or Mobile Access to Cloud Service

Client will designate specific person(s), called "User Administrator(s)" to setup accounts for those users who will require web and or mobile access to the Cloud Service. Only the users within the Client's organization can have access to the Cloud Service via web or mobile interface. IBM will provide connection information for web/mobile access.

9.7 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 (Client's 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.

9.8 Restricted Function in Cloud Service

The Cloud Service prohibits use of the CD-ROM mastering option and Client agrees such function is not available for use.