



Service Description

IBM Kenexa Talent Insights

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 Kenexa Talent Insights with 10 Users

IBM Kenexa Talent Insights is a talent analytics solution that helps enable users to quickly gain insight from their human resources data.

- Guided data discovery – the ability for users to select from a set of predefined talent questions to initiate analysis. The questions are based on the talent data templates that are utilized.
- Language – available in English.
- Access – Client receives a url with a username and password for each user to access Talent Insights. Clients who have purchased IBM Kenexa Talent Acquisition, IBM Kenexa Talent Optimization, or IBM Kenexa BrassRing on Cloud will access Talent Insights via a single sign on portal.
- Includes 10 users
- Client is responsible for maintaining any promises of data confidentiality made to employees when using IBM Kenexa Talent Insights.

IBM Kenexa Talent Insights is a human resources service offering designed to enable Client to input, manage, sort, and view applicant, hiring, and employee data. The service is provided in a SoftLayer cloud computing environment with dedicated virtual private network connectivity. The service enables Client to input and manage content containing information which may be considered personal and sensitive personal information (PI/SPI) under applicable privacy laws:

- Contact information (e.g. address, phone and cell numbers, email)
- Sensitive personal information (e.g., government identification number, date of birth, citizenship, passport number, etc.)
- Employment information (e.g., education, job history, work location, compensation and benefits, job history, and performance)

1.1 Optional Offerings

1.1.1 IBM Kenexa Talent Insights Additional User

IBM Kenexa Talent Insights Additional User is a subscription offering that provides additional Authorized User entitlements above the 10 users included in the base subscription.

1.1.2 IBM Kenexa Talent Insights Additional Services

	Starter Pack Engagement - Year 1	Starter Pack Engagement - Year 2*	Starter Pack Engagement - Year 3**	Data Preparation Services Engagement	Data File Refresh Engagement	Workforce Consulting Engagement
Phase 1 – Business Problem Definition	✓	✓	✓	✓ ***		✓
Phase 2 – Data Receipt	✓			✓	✓	
Phase 3 – Data Profiling	✓			✓		
Phase 4 – Data Transformation	✓			✓		
Phase 5 – Data Shaping	✓			✓	✓	

Phase 6 – Data Customization	✓			✓		
Phase 7 – Analysis and Insights	✓	✓	✓			✓
Phase 8 – Review and Wrap Up	✓	✓	✓			✓

**Two year starter pack engagements include all services in Years 1 and 2 as indicated above.*

***Three year starter pack engagements include all services in Years 1, 2 and 3 as indicated above.*

****Phase 1 of Data Preparation Services will ONLY include a 'Data Needs and Availability Review.'*

Definition of Phases:

a. **Phase I (Starter Pack Engagements) – Business Problem Definition**

- Remotely administered kickoff meeting
 - Client specific business problems are defined and prioritized through a collaboration of the client and IBM dedicated consultant.
 - Identification of client's key business problem(s), strategic objective(s), and data interests for Talent Insights and identification of a single area of analysis for the engagement.

Deliverables: kickoff presentation and written summary outlining business problems/strategic objectives and single area of analysis agreed upon that will be the focus for the engagement. Identification of preliminary data sources by IBM.

- Data needs and availability review
 - Prioritization of key business problems and strategic objectives to select one key area of analysis the IBM consultant will partner with the client to explore.
 - The three data sources included in the starter package will be structured broadly enough to support the key area for analysis included in the consulting engagement as well as more general client-driven analytics.
 - Further areas of analysis can be supported through the purchase of additional consulting engagements.
 - Define data elements to be extracted and delivered for agreed upon data sources.

Deliverables: Recommendations on data structure for data delivery. This will be performed using pre-existing templates as a starting point where available and appropriate.

*** Phase I (For Data Preparation Services Engagement) Data Needs and Availability Review

A review of data source requirements and match to Talent Insights HR application data templates. (This service does not include a kickoff meeting.)

- Define data elements to be extracted and delivered for agreed upon data sources.

Deliverables: Recommendations on data structure for data delivery. This will be performed using pre-existing templates as a starting point where data services are engaged without consulting. Where consulting is purchased and utilized in conjunction with data set up custom templates can be developed.

b. **Phase II – Data Receipt – Delivery of files for processing by IBM.**

- Third party data sources
 - Client is provided with details to transmit file
 - Client delivers data files to IBM
 - Files should be delivered in IBM pre-defined csv style templates following required column naming conventions for standard fields.
 - Fully custom templates used to support a data source may consist of up to 3 separate but related files.

- Each file within a template may not exceed 250 MB or 100 columns. If data sources exceed any of the criteria for file number, size or column number they will be counted as multiple data sources and charged accordingly.
- Demographics and other drill down details must be provided if data hierarchies are to be supported.
- IBM monitors and tests data delivery and storage tools as necessary for file updates purchased.

Deliverables: Confirmation of receipt and file compliance with requirements.

- Kenexa data sources
 - If a connector exists, data will be provisioned and loaded daily.

c. **Phase III – Data Profiling** - Data source(s) is reviewed and statistics and information collected about files to clarify the structure, content, relationships and derivation rules of the data.

- Overview of data file quality is generated including details of missing data, malformed data, and inconsistently formatted data.
- Client is consulted on missing or malformed data, and new data files are delivered as needed.
- Client is consulted on rules and procedures to be implemented in data shaping and transformation steps.
- Drafting is performed of file synonyms and customization.
- Up to three passes at final files are allowable on the part of the client before final files are accepted for shaping.

Deliverables: Final file formats are established, and client delivers final files. Customization of file formats documented.

d. **Phase IV – Data Transformation** – The formulation of an overall structure within and between data sources.

- IBM Kenexa reviews file relationships between Kenexa and 3rd party data sources.
- IBM Kenexa verifies parent/foreign key relationships for cross-dataset discovery.
- IBM Kenexa formulates overall data structure prototype.
- IBM Kenexa validates and tests data structure.

Deliverable: Overall data structure and steps for transformation are documented for use in subsequent data loads by the client or by IBM Data Services where optional data refresh engagements are purchased.

e. **Phase V – Data Shaping** – The normalization and cleansing of data sources

- IBM Kenexa creates business rules for, and then, performs data shaping. This includes but is not limited to:
 - Identification of missing data and data of the incorrect type in a field (numbers in an alpha field, date in a currency field, etc.) and resolution with the client.
 - Enforcing descriptive column headers for custom fields and compliance with naming conventions for standard files
 - Basic file structure issues such as removing row headings, nested headers, empty row columns, empty rows, textual rows following the data, summary rows and columns, subtotals and aggregations, leading and trailing spaces, and de-duplicating data.
- Data services will NOT, without additional contracted work, address inconsistencies in formatting in job titles, degrees, or other free text data that is ungoverned in source data, nor will it address underlying quality issues related to missing values, constant values, imbalance, influential categories, outliers and skewness. These are the responsibility of the client unless otherwise noted.
- IBM confirms process and schedule for recurrent data loads if relevant. At Client's option, additional data refresh engagements may be purchased separately.

Deliverable: Documentation of data cleansing steps performed and cleansed files ready for load.

- f. **Phase VI – Data Customization** – Data customization specifications collected and implemented in data source integration phase I is implemented including addition or modification of synonyms, data groupings, default aggregations and pre-defined questions.

- Data files are tested.
- IBM collects, documents and implements customizations.
- IBM Data Integration passes project to consulting.

Deliverables: Confirmation of testing and customization

- g. **Phase VII - Analysis and Insights**

- Sharing insights related to business problem/strategic objectives as identified in the kickoff.
- Demonstration and sharing of best practices on Talent Insights to help the client get the most out of the tool.
- Weekly calls for 5 consecutive weeks with Talent Insights users and project team to discuss insights related to the business problem/strategic objective.

Deliverables: Analysis of questions relevant to identified business problem/strategic objective and summary of results in a presentation to be delivered to the client. Data reference guide describing the client's data fields available in the tool. Training presentation to help the client understand functionality specific to their business problem/strategic objective outlined.

- h. **Phase VIII - Review and Wrap Up**

- Executive Presentation (remotely delivered) on analytics findings through Talent Insights for business problem and strategic objective.
- Transition of client to global support and details provided on how to purchase incremental services as necessary.

Deliverables: Executive presentation based on Talent Insight findings for the identified business problem and strategic objective focused on during the kick off call including guidance around appropriate/inappropriate interpretations of data, recommendations regarding potential actions, solutions and suggested next steps.

1.1.3 IBM Kenexa Talent Insights Services Starter Pack Engagement – One Year Term

The One Year IBM Kenexa Talent Insights Services Starter Pack may be purchased as a Set Up service. This consists of a service bundle (described in the table above) designed to assist new clients in onboarding. Services include the assistance of a dedicated consultant to define business problems, identify data sources (as defined in section 8.3) to support analysis of key business questions, the initial preparation and one time load of three data sources, provisioning of product training and guidance in driving insights and recommendations. Unless otherwise specifically noted, all services, including the kickoff call, are delivered remotely.

1.1.4 IBM Kenexa Talent Insights Services Starter Pack Engagement – Two Year Term

The Two Year IBM Kenexa Talent Insights Services Starter Pack may be purchased as a Set Up service. This consists of a service bundle (described in the table) above designed to assist new clients in onboarding. In Year One services include the assistance of a dedicated consultant to define business problems, identify data sources (as defined in section 8.3) to support analysis of key business questions, the initial preparation and one time load of three data sources, provisioning of product training and guidance in driving insights and recommendations.

In Year Two, additional consulting services are provided to support incremental or ongoing business problem identification and analysis. The set up of new data sources or reload of data are not included unless additional optional data preparation or refresh services are purchased. Unless otherwise specifically noted, all services are delivered remotely including the kickoff call.

1.1.5 IBM Kenexa Talent Insights Services Starter Pack Engagement – Three Year Term

The Three Year IBM Kenexa Talent Insights Services Starter Pack may be purchased as a Set Up service. This consists of a service bundle (described in the table above) designed to assist new clients in onboarding. In Year One, services include the assistance of a dedicated consultant to define business problems, identify data sources (as defined in section 8.3) to support analysis of key business questions, the initial preparation and one time load of three data sources, provisioning of product training and guidance in driving insights and recommendations.

In Year Two and Year Three, additional consulting services are provided to support incremental or ongoing business problem identification and analysis. The set up of new data sources or reload of data are not included unless additional optional data preparation or refresh services are purchased. Unless otherwise specifically noted, all services are delivered remotely including the kickoff call.

1.1.6 IBM Kenexa Talent Insights Data Preparation Services Engagement

IBM Kenexa Talent Insights Data Preparation may be purchased as either a Set Up or On Demand Set Up service (described in the table above) consisting of the one time set up and load of one HR data source (as defined in section 8.3). Where a pre-existing Talent Insights data template does not exist data integration services must be purchased in conjunction with consulting services.

1.1.7 IBM Kenexa Talent Insights Workforce Consulting Engagement

IBM Kenexa Talent Insights Consulting may be purchased as either a Set Up or On Demand Set Up service (described in the table above) and includes the assistance of a dedicated consultant to define business problems, identify data sources (as defined in section 8.3) to support analysis of key business questions, provisioning of product training and guidance in driving insights and recommendations. The set up of new data sources or reload of data are not included unless optional data preparation or refresh services are purchased. Unless otherwise specifically noted, all services are delivered remotely including the kickoff call.

1.1.8 IBM Kenexa Talent Insights Data File Refresh Engagement

IBM Kenexa Talent Insights Data File Refresh may be purchased as either a Set Up or On Demand Set Up service (consisting of one load of one HR data source (as defined in section 8.3). File refreshes are the load of new or incremental data to a data source set up as part of the services starter pack engagement or stand alone data preparation services engagement.

Services included in data file refresh activities are described below:

- Services consist of IBM Kenexa Talent Insights Data Integration phases - data receipt, profiling, transformation and data shaping stages included in file set up.
- Use of data refresh engagements requires the prior purchase of Data Preparation Services Engagement for the data source to be refreshed and exact adherence to the file structures previously set up.
- Data file refresh services beyond this scope, including but not limited to data structure changes, changes to data cleansing rules, and changes to data customization performed in data profiling, may be contracted separately via a Statement of Work.

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 and privacy principals will not degrade the security of 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 four 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.

For bundled Cloud Services (individual Cloud Service offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled Cloud Service, and not the monthly subscription fee for each individual Cloud Service. Client may only submit claims relating to one individual Cloud Service in a bundle at a given time.

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)
93% - 99.2%	5%
Less than 93%	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%. 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	= 5% Availability credit for 98.8% 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. 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.

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. 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 Proof of Entitlement (PoE) or Transaction Document
- b. 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 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 Proof of Entitlement (PoE) or Transaction Document.
- c. 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.

5.2 Set-Up Charges

An initial setup fee applies at the rate and billing term specified in the 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 On Demand Charges

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

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 Cookies

Client is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Client (Client's employees and contractors) related to the use of the IBM SaaS, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our IBM SaaS 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.

7.2 Normative Data

Notwithstanding anything to the contrary, for normative research, analyses and reporting purposes only, IBM may retain and use the Client content provided to IBM under this TOU in aggregated, anonymous format (i.e., so that Client cannot be identified as the source of the confidential information and so that personally identifiable information allowing the identification of individual employees and/or applicants is removed). The provisions of this section will survive the termination or expiration of the transaction.

7.3 Data Processing

For transactions performed in all EU Member States, Iceland, Liechtenstein, Norway and Switzerland, the following terms apply:

Client agrees that IBM may process content including any Personal Data across a country border to the following countries: the Netherlands, Ireland, and the USA.

Depending on Client's specific service support structure, Client also agrees that IBM may process content including any Personal Data across a country border to these additional following countries:

Australia, Brazil, Canada, China, France, Finland, Germany, Hong Kong, Japan, New Zealand, Latin America, Mexico, Netherlands, Poland, Singapore, Spain, South Africa, Sweden, and Switzerland.

Client agrees that IBM may, on notice, vary this list of country locations when it reasonably determines it necessary for the provision of the Cloud Services.

When IBM's US-EU and US-Swiss Safe Harbor Frameworks do not apply to a transfer of EEA or Swiss Personal Data, the parties or their relevant affiliates may enter into separate standard unmodified EU Model Clause agreements in their corresponding roles pursuant to EC Decision 2010/87/EU with optional clauses removed. All disputes or liability arising under these agreements, even if entered into by affiliates, will be treated by the parties as if the dispute or liability arose between them under the terms of this Agreement.

7.4 Data Definitions

*Human Resources (HR) Data Source

An HR data source is a single HR application such as applicant tracking, recognition, learning management, compensation benchmarking, employee engagement survey, employee assessment or Human Resources Information Systems (HRIS). It may also include sources that are used in conjunction with HR data for HR analytics like Client Relationship Management systems (CRM) or financial data.

A "data source" is defined as the original source transactional system -- even if the data is exported from a data warehouse. A data source is supported by a template. This may be based upon an existing IBM Kenexa template or a custom template built by services. Custom templates must be developed utilizing consulting hours delivered as a part of the starter package or with add-on blocks of consulting engagements.

A data warehouse may be considered multiple data sources depending on the type of data that is extracted. A single data source from a data warehouse is a single file or series of up to three inter-related files with fewer than 100 columns oriented around an HR application such as applicant tracking, recognition, learning management, compensation benchmarking, employee engagement surveys, employee assessments or HRIS.

7.5 Client Responsibilities

- The client is responsible for maintaining any promises of data confidentiality made to employees when using IBM Kenexa Talent Insights.
- The client will be required to assign user types in order to restrict user access to appropriate data.
- When optional consulting or data integration service engagements are purchased the client is responsible for providing appropriate technical and Human Resources (HR) subject matter expertise and resources to support the specification and delivery of data as well as for delivering data in a timely manner based upon the agreed upon project schedule. Delays in data delivery can impact the implementation of projects, overall project schedules and cost.
- When the client confirms readiness to begin starter package engagements, optional consulting engagements and/or data preparation engagements and kickoff has occurred, services (with the exception of data refreshes, addressed in a separate point below) must be used within 3 months or will expire. Multiple engagements purchased at the same time do not need to kick off at the same time but after individual kickoffs have occurred the same period of expiration applies.
- After services have been completed or have expired the client will be supported by global support. No ongoing support by the data or consulting team will be provided beyond the end of the services engagement. Where multi-year starter packages are purchased each consulting engagement will have a comparable kickoff and engagement period. Support between engagements in multi-year starter packages will be provided by global support.

- When data refresh engagements are purchased (whether monthly or quarterly) data must be delivered on the agreed upon project schedule and at regular intervals. Clients may not skip a refresh. It will be considered used when the scheduled refresh period has passed by more than 5 business days. Data refreshes and other service engagements will not extend beyond the period of the product subscription and will automatically expire with no refund.
- Talent Insights is expressly designed for HR analytics so non-HR data can only be brought into the tool to support HR analytics. It is the responsibility of the client to adhere to guidelines regarding what data is appropriate to load.