1. **Cloud Service**

IBM Business Automation Content Services on Cloud is a comprehensive content management cloud service that delivers document management and content lifecycle management capabilities that can be provisioned as a flexible, cost-effective cloud service for new and existing applications.

The general Cloud Service capabilities include:

a. **Content Service capabilities supported by the Cloud Service:**
   - Document Management with version control and compound documents
   - Content Collaboration with social capabilities
   - Document review & approval workflows
   - Ability to integrate content access with multiple repositories
   - SharePoint integration
   - Microsoft Office integration
   - Microsoft Office document viewing with annotation support
   - Document redaction
     - Redaction support limited to PDF and image file formats; other formats will be quoted separately.
     - Auto detection of sensitive data for redaction purposes requires subscription to IBM Datacap on Cloud Insight Edition.
   - Mobile device support
   - Development Tools (APIs, Event Handlers & Plug-ins):
     - APIs – Content Management Interoperability Service (CMIS), Java and .NET over Web Services protocol.
     - Custom classifiers, will be provisioned upon service request.
     - User interface plug-ins, will be provisioned upon service request.
     - DITA Model & Classifiers, will be provisioned upon service request.
     - Custom event actions, will be provisioned upon service request.

b. **SAML single sign-on** – supports delegation of user authentication to the Client Identity Provider through SAML.

c. **User Management** – provides REST API's for Clients to manage users that have access to the cloud service.

d. **Cloud Service Web Site** – provides a web site for users to access the operating environments and administration capability for configuring and managing the Cloud Service.

e. **Outbound Virtual Private Network (VPN)** – provides an optional single software-based VPN connection for secure and encrypted outbound communication from the Cloud Service to systems external to the Cloud Service. Information about the VPN will be provided upon written request through a support ticket.

f. **Email Notifications** – provides a notification function that notifies users about their Cloud Service access, password changes and will also notify administrators of Cloud Service status and scheduled changes.

g. **Automated Monitoring and Recovery** – 24/7 monitoring of the availability of the Cloud Service and executes a recovery if it becomes unresponsive or unreachable.
h. Scheduled Service Updates – Maintenance and feature updates to the Cloud Service occur every 30 to 90 days. IBM will provide a two-week notification to Account Administrators prior to scheduled service updates. For major updates that involve an upgrade of the core product, IBM will coordinate with Clients to upgrade a non-production environment to enable Clients to test the new version before the Production environment is upgraded. Clients are responsible for testing their applications at the new version within the non-production environment and providing feedback to IBM within 30 days on any issues.

i. Account Administrator – has a user login and password which provides access to the operating environment to manage a user’s access to the operating environment and assign and delete user roles. Multiple users may be granted Account Administrator access.

The Cloud Service is offered in two configurations based on purchase of either Express Users or Enterprise Users and API Calls.

1.1 IBM Business Automation Content Services on Cloud Express

This configuration is based on purchase of Express Users and API Calls. In addition to the general features described above, this configuration includes the following specific capabilities:

- Operating Environment – provides a single instance with a single virtual environment that can be used for production or non-production uses. This environment is not provided with high availability. Capacity for the environment is based on the quantity of Express Users and API Calls purchased for the Cloud Service instance.
- Disaster Recovery – Cloud Service performs a daily backup of the configuration and production data that can be used for automated recovery of the Cloud Service. The backup is encrypted and stored at a different data center location in the same global region.
- Object stores – Client is limited to one object store.
- Storage – The cloud service provides 500GB of content storage. Client can add more storage with the Additional Storage purchase option.

1.2 IBM Business Automation Content Services on Cloud Enterprise

This configuration is based on purchase of Enterprise Users and API Calls. In addition to the general features described above, this configuration includes the following specific capabilities:

- Operating Environment – provides a single instance with a dedicated development, test, and production environment with the following characteristics:
  - Non-production development environment – a virtual environment with no high availability for non-production use. Capacity for this environment is based on the quantity of Enterprise Users and API Calls purchased for the Cloud Service instance.
  - Non-production test environment – a virtual environment with no high availability for non-production use. Capacity for this environment is based on the quantity of Enterprise Users and API Calls purchased for the Cloud Service instance.
  - Production environment – a highly available production ready virtual environment. Capacity for this environment is based on the quantity of Enterprise Users and API Calls purchased for the Cloud Service instance.
- Disaster Recovery – Cloud Service uses a combination of backups and data replication of configuration and production data to a different data center location in the same global region that can be used for automated recovery of the Cloud Service.
- Object stores – Multiple object stores are supported. Purchase of Additional memory may be required if multiple object stores are leveraged in the Cloud Service.
- Storage – The Cloud Service provides content storage depending on the total quantity of Concurrent User entitlements purchased. Clients can add more storage with the Additional Storage purchase option.

<table>
<thead>
<tr>
<th>Enterprise Concurrent Users</th>
<th>Amount of Production Content Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 or greater</td>
<td>500GB</td>
</tr>
<tr>
<td>100 or greater</td>
<td>1 TB</td>
</tr>
<tr>
<td>Enterprise Concurrent Users</td>
<td>Amount of Production Content Storage</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>200 or greater</td>
<td>1 TB</td>
</tr>
<tr>
<td>300 or greater</td>
<td>2 TB</td>
</tr>
<tr>
<td>400 or greater</td>
<td>2 TB</td>
</tr>
<tr>
<td>500 or greater</td>
<td>3 TB</td>
</tr>
<tr>
<td>1,000 or greater</td>
<td>3 TB</td>
</tr>
<tr>
<td>2,000 or greater</td>
<td>4 TB</td>
</tr>
<tr>
<td>5,000 or greater</td>
<td>5 TB</td>
</tr>
</tbody>
</table>

1.3 Optional Features

1.3.1 IBM Business Automation Content Services on Cloud Additional Storage

The Cloud Service provides a purchase option for additional storage for cases when the requirements go beyond the capacity provided for the quantity of users and API calls purchased. The quantity of storage (1TB increments) can be applied to a single environment or split across multiple environments within the Cloud Service instance. This feature is available for the Express or Enterprise configuration.

1.3.2 IBM Business Automation Content Services on Cloud Archive Storage

The Cloud Service provides a purchase option for archival storage. Archival storage provides a cost-effective alternative for data requiring less frequent access. This option is meant to complement, not replace, the standard storage option which is targeted for more current, higher access, data storage. Archival storage can be purchased in one TB increments. This feature is only available for the Enterprise configuration.

1.3.3 IBM Business Automation Content Services on Cloud Additional Memory

The Cloud Service provides a purchase option for additional memory for cases when the memory requirements of the solution go beyond the computing capacity provided for the quantity of users and API calls purchased. For example, deploying multiple applications or increasing the number of object stores can require more memory. The quantity of memory (16GB increments per virtual machine) can be applied to a single environment or split across multiple environments (in 16GB increments per virtual machine) within the Cloud Service instance. This feature is only available for the Enterprise configuration.

1.3.4 IBM Business Automation Content Services on Cloud VPN

The Cloud Service provides a purchase option for a software-based VPN connection for secure and encrypted inbound communication to the Cloud Service. Information about the VPN will be provided upon written request through a support ticket. This feature is only available for the Enterprise configuration.

1.3.5 IBM Business Automation Content Services on Cloud Additional Prod Environment

The Cloud Service provides a purchase option for additional production environments for production or non-production use. Each additional Production environment provides high availability. Capacity for this environment is based on the number of Prod Users purchased. This feature is only available for the Enterprise configuration.

1.3.6 IBM Business Automation Content Services on Cloud Additional Non-Prod Environment

The Cloud Service provides a purchase option for additional environments for non-production use. Each non-production environment does not provide high availability. Capacity for this environment is based on the number of Non-Prod Users purchased. This feature is only available for the Enterprise configuration.

2. Content and Data Protection

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that
they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM’s sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM’s Data Processing Addendum at http://ibm.com/dpa (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

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 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**

<table>
<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>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 99.9%</td>
<td>2%</td>
</tr>
<tr>
<td>Less than 99%</td>
<td>5%</td>
</tr>
<tr>
<td>Less than 95%</td>
<td>10%</td>
</tr>
</tbody>
</table>

* 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's software as a service support guide available at [https://www.ibm.com/software/support/saas_support_guide.html](https://www.ibm.com/software/support/saas_support_guide.html) provides technical support contact and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering. Client may request a capability configuration change request as mentioned in the Cloud Service section through a service request. IBM may limit the number of changes it will satisfy within a given month.

5. **Entitlement and Billing Information**

5.1 **Charge Metrics**

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

- **Concurrent User** is a unit of measure by which the Cloud Service can be obtained. A Concurrent User is a person who is accessing the Cloud Service at any particular point in time. Regardless of whether the person is simultaneously accessing the Cloud Service multiple times, the person counts only as a single Concurrent User. Client must obtain entitlements for the maximum number of Concurrent Users simultaneously accessing the Cloud Service in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means during the measurement period specified in Client's PoE or Transaction Document.

- **Thousand API Calls** is a unit of measure by which the Cloud Service can be obtained. An API Call is the invocation of the Cloud Service through a programmable interface. Sufficient entitlements must be obtained to cover the total number of API Calls, rounded up to the nearest Thousand, during the measurement period specified in Client's PoE or Transaction Document.

- **Connection** is a unit of measure by which the Cloud Service can be obtained. A Connection is a link or association of a database, application, server, or any other type of device to the Cloud Service. Sufficient entitlements must be obtained to cover the total number of Connections which have been or are made to the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

- **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.

- **Gigabytes** is a unit of measure by which the Cloud Service can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

5.2 **Overage Charges**

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

5.3 **Billing Frequency**

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

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 **General**

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

7.2 **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.

7.3 **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.