



IBM Terms of Use – SaaS Specific Offering Terms

IBM Kenexa Talent Acquisition

The Terms of Use (“ToU”) is composed of this IBM Terms of Use - SaaS Specific Offering Terms (“SaaS Specific Offering Terms”) and a document entitled IBM Terms of Use - General Terms (“General Terms”) available at the following URL: www.ibm.com/software/sla/sladb.nsf/sla/tou-gen-terms/. In the event of a conflict, the SaaS Specific Offering Terms prevail over the General Terms. By ordering, accessing or using the IBM SaaS, Customer agrees to the ToU.

1. IBM SaaS

The following IBM SaaS offerings are covered by these SaaS Specific Offering Terms:

- IBM Kenexa Talent Acquisition
- IBM Kenexa Talent Acquisition with Behavioral Assessments
- IBM Kenexa Talent Acquisition BrassRing and Onboard
- IBM Kenexa Talent Insights for Talent Acquisition

2. Charge Metrics

The IBM SaaS is sold under the following charge metric as specified in the Transaction Document:

- a. Employee is a unit of measure by which the IBM SaaS can be obtained. An Employee is a unique person employed in or otherwise paid by or acting on behalf of Customer's Enterprise, whether or not given access to the IBM SaaS. Sufficient entitlements must be obtained to cover the number of Employees during the measurement period specified in Customer's Proof of Entitlement (PoE) or Transaction Document.

3. Charges and Billing

The amount payable for the IBM SaaS is specified in a Transaction Document.

3.1 Partial Month Charges

The partial month charge is a pro-rated daily rate that will be charged to Customer. The partial month charges are calculated based on the remaining days of the partial month starting on the date Customer is notified by IBM that their access to the IBM SaaS is available.

4. IBM SaaS Subscription Period Renewal Options

Customer's PoE will set forth whether the IBM SaaS will renew at the end of the Subscription Period, by designating one of the following:

4.1 Automatic Renewal

If Customer's PoE states that Customer's renewal is automatic, Customer may terminate the expiring IBM SaaS Subscription Period by written request to Customer's IBM sales representative or IBM Business Partner, at least ninety (90) days prior to the expiration date as set forth in the PoE. If IBM or its IBM Business Partner does not receive such termination notice by the expiration date, the expiring Subscription Period will be automatically renewed for either one year or the same duration as the original Subscription Period as set forth in the PoE.

4.2 Continuous Billing

When the PoE states that Customer's renewal is continuous, Customer will continue to have access to the IBM SaaS and will be billed for the usage of the IBM SaaS on a continuous basis. To discontinue use of the IBM SaaS and stop the continuous billing process, Customer will need to provide IBM or its IBM Business Partner with ninety (90) days written notice requesting that Customer's IBM SaaS be cancelled. Upon cancellation of Customer's access, Customer will be billed for any outstanding access charges through the month in which the cancellation took effect.

4.3 Renewal Required

When the PoE states that Customer's renewal type is “terminate”, the IBM SaaS will terminate at the end of the Subscription Period and Customer's access to the IBM SaaS will be removed. To continue to use the IBM SaaS beyond the end date, Customer will need to place an order with Customer's IBM sales representative or IBM Business Partner to purchase a new Subscription Period.

5. Technical Support

Baseline customer support is provided with the IBM SaaS offering and Enabling Software, as applicable, during the Subscription Period. The technical and customer support available is detailed at:

<http://www.ibm.com/software/support/kenexa/suite.html>

6. IBM SaaS Offering Additional Terms

6.1 Safe Harbor Certification

IBM abides by the U.S. - EU Safe Harbor Framework as set forth by the United States Department of Commerce regarding the collection, use and retention of information collected from the European Union. For more information about Safe Harbor or to access IBM's certification statement, go to

<http://www.export.gov/safeharbor/>.

6.2 Normative Data

Notwithstanding anything to the contrary, for normative research, analyses and reporting purposes only, IBM may retain and use the Customer content provided to IBM under this TOU in aggregated, anonymous format (i.e., so that Customer 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.

6.3 Return or Removal of Customer Data

Upon Customer's written request following termination or expiry of either the ToU or the Agreement, IBM, subject to its backup and retention policies, will delete or return to Customer all Personal Data made available to the IBM SaaS.

6.4 Data Collection

Customer agrees that IBM may use cookies and tracking technologies to collect personally identifiable information in gathering usage statistics and information designed to help improve user experience and/or to tailor interactions with users in accordance with <http://www-01.ibm.com/software/info/product-privacy/index.html>. Where required by applicable law, Customer has notified the users and obtained their consent to do all of the above.

6.5 Guest Use

A Guest User is an IBM SaaS User that is authorized by Customer to access IBM SaaS to exchange data with Customer or to use IBM SaaS on behalf of Customer. Customer's Guest Users may be required to execute an online agreement provided by IBM in order to access and use the IBM SaaS. Customer is responsible for these Guest Users, including but not limited to a) any claims made by the Guest Users relating to the IBM SaaS or b) any misuses of the IBM SaaS by these Guest Users.

6.6 Prohibited Uses

The following uses are prohibited by Microsoft:

No High Risk Use: Customer may not use the IBM SaaS in any application or situation where the IBM SaaS failure could lead to death or serious bodily injury of any person or lead to severe physical or environmental damage ("High Risk Use").

Examples of High Risk Use include, but are not limited to: Aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of IBM SaaS for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

6.7 IBM SaaS User Profile Information

In connection with Customer's use of the IBM SaaS, Customer acknowledges and agrees that: (i) IBM SaaS User names, titles, company names and photographs may be posted by an IBM SaaS User as part of a profile ("Profile") and that the Profile can be viewed by other IBM SaaS Users, and (ii) at any time Customer may request that an IBM SaaS User Profile be corrected or removed from the IBM SaaS and such Profile will be corrected or removed, but removal may prevent access to the IBM SaaS.

6.8 Data Processing

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

Customer agrees that IBM may process Content including any Personal Data across a country border to the following countries: England, India, Ireland, and the USA, as well as Japan and the Netherlands solely for IBM Connections Social Cloud.

Depending on Customer's specific service support structure, Customer 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.

Customer 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.

6.9 Derived Benefit Locations

Where applicable, taxes are based upon the location(s) Customer identifies as receiving benefit of the IBM SaaS. IBM will apply taxes based upon the business address listed when ordering an IBM SaaS as the primary benefit location unless Customer provides additional information to IBM. Customer is responsible for keeping such information current and providing any changes to IBM.

Appendix A

1. IBM Kenexa Talent Acquisition

The IBM Kenexa Talent Acquisition SaaS offering is made up of the following components:

a. IBM Kenexa BrassRing on Cloud

IBM Kenexa BrassRing on Cloud is a scalable, online tool that helps employers and recruiters centralize and manage the Talent Acquisition process across multiple company divisions or locations. Base offering features include:

- Creating and posting job requisitions
- Sourcing
- Talent Gateways for candidates to search jobs and submit interest
- Tracking applications and work flow
- Screening candidates
- Approval levels to facilitate the selection processes
- Standard and ad-hoc reporting capabilities
- Social media interfaces and mobile technology

b. IBM Kenexa Onboard on Cloud

IBM Kenexa Onboard on Cloud is a platform featuring [forms management](#) that helps drive efficiency in Customer's organization by standardizing and automating the onboarding process. The base offering includes access to Onboard by New Hires (via a New Hire Portal) and access for the hiring manager, recruiter and/or HR specialist.

Onboard base offering also provides the ability to:

- collect data to populate government forms as well as company-specific forms.
- generate notifications to outside systems (such as Human Resource Information Systems).
- process a new hire in the U.S. through E-Verify.

c. IBM Connections Social Cloud

IBM Connections Social Cloud base offering includes:

- Social Dashboard – A single view of Customer's social business network with access to applications and meetings, and a view of events and content for access to in progress work items, support forums, profile and storage information.
- People – Allows Customer to manage profiles and contacts across Customer's business network inside and outside of Customer's organization.
- File storage and sharing – Provides the ability to upload and store files in a centralized library, where files may be access controlled to be private or shared with individual users or groups, as readers or authors. File information such as updates, version history, comments, download history, tagging and file check-in/check-out is provided.
- Communities, Blogs, and Wikis– Provides the ability to work together with people with shared files, activities, and bookmarks, create and share new communities with customized permissions, search for content across communities, send community emails, create and manage community surveys, create wikis, blogs and ideation blogs, and discussion forums.
- Activities – Allows for a team space for tasks such as tracking to-dos, information and actions around a topic or meeting.
- Instant Messaging – Real time communication with individuals and groups, view availability for contacts, create custom groups, and contact information.
- Mobile apps for IBM Connections and IBM Sametime

- Guest Access – Provides the ability to invite guests who can collaborate and work on content shared with them with a subset of the social collaboration and meeting capabilities.

The IBM Kenexa Talent Acquisition will support the following languages:

- English
- Spanish
- German
- Italian
- French
- Simplified Chinese

IBM Kenexa Talent Acquisition Customer Branding

The IBM Kenexa Talent Acquisition can be branded to Customer's company logo and colors.

2. IBM Kenexa Talent Acquisition with Behavioral Assessments

The IBM Kenexa Talent Acquisition with Behavioral Assessments SaaS offering is made up of the following components:

a. IBM Kenexa BrassRing on Cloud

IBM Kenexa BrassRing on Cloud is a scalable, online tool that helps employers and recruiters centralize and manage the Talent Acquisition process across multiple company divisions or locations. Base offering features include:

- Creating and posting job requisitions
- Sourcing Talent Gateways for candidates to search jobs and submit interest
- Tracking applications and work flow
- Screening candidates
- Approval levels to facilitate the selection processes
- Standard and ad-hoc reporting capabilities
- Social media interfaces and mobile technology

b. IBM Kenexa Onboard on Cloud

IBM Kenexa Onboard on Cloud is a platform featuring [forms management](#) that helps drive efficiency in Customer's organization by standardizing and automating the onboarding process. The base offering includes access to Onboard by New Hires (via a New Hire Portal) and access for the hiring manager, recruiter and/or HR specialist.

Onboard base offering also provides the ability to:

- collect data to populate government forms as well as company-specific forms.
- generate notifications to outside systems (such as Human Resource Information Systems).
- process a new hire in the U.S. through E-Verify.

c. IBM Connections Social Cloud

IBM Connections Social Cloud base offering includes:

- Social Dashboard – A single view of Customer's social business network with access to applications and meetings, and a view of events and content for access to in progress work items, support forums, profile and storage information.
- People – Allows Customer to manage profiles and contacts across Customer's business network inside and outside of Customer's organization.
- File storage and sharing – Provides the ability to upload and store files in a centralized library, where files may be access controlled to be private or shared with individual users or groups, as readers or authors. File information such as updates, version history, comments, download history, tagging and file check-in/check-out is provided.
- Communities, Blogs, and Wikis– Provides the ability to work together with people with shared files, activities, and bookmarks, create and share new communities with customized

permissions, search for content across communities, send community emails, create and manage community surveys, create wikis, blogs and ideation blogs, and discussion forums.

- Activities – Allows for a team space for tasks such as tracking to-dos, information and actions around a topic or meeting.
- Instant Messaging – Real time communication with individuals and groups, view availability for contacts, create custom groups, and contact information.
- Mobile apps for IBM Connections and IBM Sametime
- Guest Access – Provides the ability to invite guests who can collaborate and work on content shared with them with a subset of the social collaboration and meeting capabilities.

d. IBM Kenexa Behavioral Assessments on Cloud

IBM Kenexa Behavioral Assessments base offering provides Customers with unlimited access to the below specified assessments.

- IBM Kenexa Engagement Indicator Assessment
- IBM Kenexa Customer Satisfaction Indicator Assessment
- IBM Kenexa Motivation Questionnaire

The IBM Kenexa Talent Acquisition with Behavioral Assessments base offering will support the following languages:

- English
- Spanish
- German
- Italian
- French
- Simplified Chinese

IBM Kenexa Talent Acquisition with Behavioral Assessments Customer Branding

The IBM Kenexa Talent Acquisition can be branded to Customer's company logo and colors.

3. IBM Kenexa Talent Acquisition BrassRing and Onboard

The IBM Kenexa Talent Acquisition BrassRing and Onboard SaaS offering is made up of the following components:

a. IBM Kenexa BrassRing on Cloud

IBM Kenexa BrassRing on Cloud is a scalable, online tool that helps employers and recruiters centralize and manage the Talent Acquisition process across multiple company divisions or locations. Base offering features include:

- Creating and posting job requisitions
- Sourcing
- Talent Gateways for candidates to search jobs and submit interest
- Tracking applications and work flow
- Screening candidates
- Approval levels to facilitate the selection processes
- Standard and ad-hoc reporting capabilities
- Social media interfaces and mobile technology

b. IBM Kenexa Onboard on Cloud

IBM Kenexa Onboard on Cloud is a platform featuring [forms management](#) that helps drive efficiency in Customer's organization by standardizing and automating the onboarding process. The base offering includes access to Onboard by New Hires (via a New Hire Portal) and access for the hiring manager, recruiter and/or HR specialist.

Onboard base offering also provides the ability to:

- collect data to populate government forms as well as company-specific forms.

- generate notifications to outside systems (such as Human Resource Information Systems). process a new hire in the U.S. through E-Verify

The IBM Kenexa Talent Acquisition base offering will support the following languages:

- English
- Spanish
- German
- Italian
- French
- Simplified Chinese

IBM Kenexa Talent Acquisition Customer Branding

The IBM Kenexa Talent Acquisition can be branded to Customer's company logo and colors.

4. Optional Offerings

4.1 IBM Kenexa Talent Insights for Talent Acquisition

IBM Kenexa Talent Insights for Talent Acquisition is a talent analytics solution that helps enable users to quickly gain insight from their Talent Acquisition data. Additional sources of data may be used and may require data integration services. Data from IBM Kenexa Talent Optimization may not be used.

- **Guided data discovery** – the ability for users to select from a set of predefined Talent Questions to initiate data discovery.
- **Ad-hoc data discovery with natural language text** – the ability for users to use natural language text to initiate data discovery.
- **Additional data sources** – the ability to perform data discovery upon the following data sources, which may require data integration services:
 - IBM Kenexa Behavioral Assessments for Executive Roles on Cloud; IBM Kenexa Behavioral Assessments for Hourly Roles on Cloud; IBM Kenexa Behavioral Assessments for Professional and Managerial Roles on Cloud; IBM Kenexa Prove It! Add-ons; IBM Kenexa Rated Behavioral Assessments for Managerial and Leadership Roles on Cloud; IBM Kenexa Skills Assessments on Cloud; IBM Kenexa CompAnalyst Enterprise on Cloud, IBM Kenexa CompAnalyst Executive for Compensation Consultants on Cloud; IBM Kenexa CompAnalyst Executive; IBM Kenexa CompAnalyst Job Description Builder; IBM Kenexa CompAnalyst Market Data on Cloud; IBM Kenexa CompAnalyst Market Data Limited for US on Cloud; IBM Kenexa CompAnalyst Market Data Reporting; IBM Kenexa CompAnalyst Premier on Cloud; IBM Kenexa Compensation Add-On Offerings on Cloud; IBM Kenexa IPAS on Cloud; IBM Kenexa Competency Manager on Cloud; IBM Kenexa Interview Builder on Cloud; IBM Kenexa Predictive Hiring for Hourly Roles; IBM Kenexa Predictive Hiring for Professional and Managerial Roles; IBM Kenexa Predictive Retention; IBM Kenexa Skills Manager on Cloud; IBM Kenexa Survey Advantage Entry on Cloud; IBM Kenexa Survey Advantage on Cloud; IBM Kenexa Talent Frameworks; IBM Kenexa Talent Manager on Cloud; IBM Kenexa Workforce Readiness.
- **Single sign on access via Talent Acquisition** – The offering is hosted in a multi-tenant environment. The offering is accessible on computing devices through a web browser via the IBM Kenexa Talent Acquisition.
- **Language** – will only be available in English.

Appendix B

IBM provides this Service Level Agreement (SLA) to its Customers subject to the following terms. The version of this SLA that is current at the commencement or renewal of the term of your subscription will apply. You understand that the SLA does not constitute a warranty to you.

This SLA is only applicable to the IBM SaaS offerings that contain the following component services, and only to the functions of these specific components, not the entire SaaS offering:

- IBM Kenexa Brassring on Cloud
- IBM Kenexa Onboard on Cloud
- IBM Connections Social Cloud

This SLA also applies to the following IBM SaaS offering in its entirety:

- IBM Kenexa Talent Insights for Talent Acquisition

1. Definitions

- "Authorized Contact" means the individual you have specified to IBM who is authorized to submit Claims under this SLA.
- "Availability Credit" means the remedy IBM will provide for a validated Claim. The Availability Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the Service.
- "Claim" means a claim submitted by your Authorized Contact to IBM pursuant to this SLA that a Service Level has not been met during a Contracted Month.
- "Contracted Month" means each full month during the term of the Service measured from 12:00 a.m. Eastern US time on the first day of the month through 11:59 p.m. Eastern US time on the last day of the month.
- "Customer" means an entity subscribing for the Service directly from IBM and which is not in default of any material obligations, including payment obligations, under its contract with IBM for the Service.
- "Downtime" means a period of time during which production system processing for the Service has stopped and all of your users are unable to use all aspects of the Service for which they have appropriate permissions. Downtime does not include the period of time when the Service is not available as a result of:
 - (1) Planned System Downtime.
 - (2) Events or causes beyond IBM's control (e.g., natural disaster, internet outages, etc.).
 - (3) Problems with Customer or third party applications, equipment or data.
 - (4) Customer or third party acts or omissions (including anyone gaining access to the Service by means of your passwords or equipment).
 - (5) Failure to adhere to required system configurations and supported platforms for accessing the Service.
- "Event" means a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level.
- "Planned System Downtime" means a scheduled outage of the Service for the purpose of service maintenance.
- "Service" means the IBM Kenexa service(s) to which this SLA applies. This SLA applies to each Service individually and not in combination.
- "Service Level" means the standard set forth below by which IBM measures the level of service it provides in this SLA.

2. Availability Credits

- a. In order to be eligible to submit a Claim you must have logged a support ticket for each Event with the IBM customer support help desk for the applicable Service, in accordance with IBM procedure for reporting Severity 1 support issues. You must provide all necessary detailed information about the Event and reasonably assist IBM with the diagnosis and resolution of the Event to the extent required for Severity 1 support tickets. Such ticket must be logged within 24 hours of your first becoming aware that the Event has impacted your use of the Service.
- b. Your Authorized Contact must submit your Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month which is the subject of the Claim.
- c. Your Authorized Contact must provide to IBM all reasonable details regarding the Claim, including but not limited to, detailed descriptions of all relevant Events and the Service Level claimed not to have been met.
- d. IBM will measure and report internally total combined Downtime during each Contracted Month. For each valid Claim, IBM will apply the highest applicable Availability Credit based on the total combined Downtime during each Contracted Month. IBM will not be liable for multiple Availability Credits for the same Event in the same Contracted Month.
- e. The total Availability Credits awarded with respect to any Contracted Month will not, under any circumstance, exceed 10 percent (10%) of one twelfth (1/12th) of the annual charge paid by you to IBM for the Service.
- f. IBM will use its reasonable judgment to validate Claims based on information available in IBM's records, which will prevail in the event of a conflict with data in your records.
- g. THE AVAILABILITY CREDITS PROVIDED TO YOU IN ACCORDANCE WITH THIS SLA ARE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM.

3. Service Levels – Availability of Service during a Contracted Month

Achieved Service Level (during a Contracted Month)	Availability Credit (% of Monthly Service Invoice for Contracted Month which is the subject of a Claim)
93.0% - 99.2%	5%
Less than 93%	10%

“Achieved Service Level” percentage is calculated as: (a) the total number of minutes in a Contracted Month (minus the minutes of Planned System Downtime), minus (b) the total number of minutes of non-scheduled Downtime in a Contracted Month, divided by (c) the total number of minutes in a Contracted Month (minus the minutes of Planned System Downtime), with the resulting fraction expressed as a percentage.

4. Exclusions

This SLA is made available only to IBM Customers. This SLA does not apply to the following:

- Beta and trial Services.
- Non-production environments, including but not limited to test, staging, disaster recovery, or QA.
- Claims made by an IBM Customer's users, guests, participants and permitted invitees of the Service.
- If you have breached any material obligations under the Terms of Use, Acceptable Use Policy or your contract for the Service, including without limitation, breach of any payment obligations.