IBM Kenexa Talent Insights

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, Client agrees to the ToU.

The ToU is governed by the IBM International Passport Advantage Agreement, the IBM International Passport Advantage Express Agreement, or the IBM International Agreement for Selected IBM SaaS Offerings, as applicable ("Agreement") and together with the ToU make the complete agreement.

1. IBM SaaS

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

- IBM Kenexa Talent Insights with 10 Users
- IBM Kenexa Talent Insights Additional User

2. Charge Metrics

The IBM SaaS is sold under one of the following charge metric(s) as specified in the Transaction Document:

a. Instance is a unit of measure by which the IBM SaaS can be obtained. An Instance is access to a specific configuration of the IBM SaaS. Sufficient entitlements must be obtained for each Instance of the IBM SaaS 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 IBM SaaS can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the the IBM SaaS 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 IBM SaaS 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 IBM SaaS. Sufficient entitlements must be obtained to cover each Engagement.

3. Charges and Billing

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

3.1 Set-Up

Set-up charges will be specified in a Transaction Document.

3.2 Partial Month Charges

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

3.3 On Demand Charges

On-Demand options will be invoiced in the month the on-demand option is ordered by Client at the rate set forth in the Transaction Document.

4. IBM SaaS Subscription Period Renewal Options

Client'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 Client's PoE states that Client's renewal is automatic, Client may terminate the expiring IBM SaaS Subscription Period by written request to Client'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 Client's renewal is continuous, Client 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, Client will need to provide IBM or its IBM Business Partner with ninety (90) days written notice requesting that Client's IBM SaaS be cancelled. Upon cancellation of Client's access, Client 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 Client's renewal type is "terminate", the IBM SaaS will terminate at the end of the Subscription Period and Client's access to the IBM SaaS will be removed. To continue to use the IBM SaaS beyond the end date, Client will need to place an order with Client's IBM sales representative or IBM Business Partner to purchase a new Subscription Period.

5. Technical Support

During the Subscription Period and after IBM notifies Client that access to the IBM SaaS is available, technical support for the IBM SaaS is provided via phone, email, and an online problem reporting system. Any enhancements, updates, and other materials provided by IBM as part of any such technical support are considered to be part of the IBM SaaS and therefore governed by this ToU. Technical support is included with the IBM SaaS and is not available as a separate offering.

More information about hours of availability, email addresses, online problem reporting systems, and other technical support communication vehicles and processes are described in the IBM Software as a Service Support Handbook.

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
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	24x7
2	Significant business impact: A service business feature or function of the service is severely restricted in its use or Client is in jeopardy of missing business deadlines.	Within 2 business hours	M-F business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 4 business hours	M-F business hours
4	Minimal business impact: An inquiry or non-technical request.	Within 1 business day	M-F business hours

6. IBM SaaS Offering Additional Terms

6.1 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.

6.2 Derived Benefit Locations

Where applicable, taxes are based upon the location(s) Client 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 Client provides additional information to IBM. Client is responsible for keeping such information current and providing any changes to IBM.

6.3 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.

6.4 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.

6.5 Personal Information/Sensitive Personal Information

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)

6.6 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.

6.7 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.

Appendix A

1. 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 one environment that is to be used in both Production and Testing. Client receives one 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.

2. Optional Offerings

2.1 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.

2.2 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.

2.3 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 6.6) 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.

2.4 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 6.6) 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.

2.5 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 6.6) 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.

2.6 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 6.6). Where a pre-existing Talent Insights data template does not exist data integration services must be purchased in conjunction with consulting services.

2.7 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 6.6) 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.

2.8 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 6.6). 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.

Appendix B

IBM provides the following availability service level agreement ("SLA") for the IBM SaaS and is applicable if specified in Client's Proof of Entitlement (PoE) or Transaction Document:

The version of this SLA that is current at the commencement or renewal of the term of Client's subscription will apply. Client understands that the SLA does not constitute.

1. Definitions

a. "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 IBM SaaS.

b. "Claim" means a claim Client submits to IBM that an SLA has not been met during a Contracted Month.

c. "Contracted Month" means each full month during the term of the IBM SaaS 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.

d. "Downtime" means a period of time during which production system processing for the IBM SaaS has stopped and Client's users are unable to use all aspects of the IBM SaaS for which they have permissions. Downtime does not include the period of time when the IBM SaaS is not available because of:

- A scheduled or announced maintenance outage;
- Events or causes beyond IBM's control (e.g., natural disaster, internet outages, emergency maintenance, etc.);
- Problems with Client's or a third party's applications, equipment, or data;
- Client's failure to adhere to required system configurations and supported platforms for accessing the IBM SaaS; or
- IBM's compliance with any designs, specifications, or instructions provided to IBM by Client or a third party on Client's behalf.

e. "Event" means a circumstance or set of circumstances taken together, resulting in a failure to meet an SLA.

2. Availability Credits

a. To submit a Claim, Client must log a Severity 1 support ticket for each Event with the IBM technical support help desk, within 24 hours of Client first becoming aware that the Event has impacted Client's use of the IBM SaaS. Client must provide all necessary information about the Event and reasonably assist IBM with the diagnosis and resolution of the Event.

b. Client must submit the Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month in which the Claim arose.

c. Availability Credits are based on the duration of the Downtime measured from the time Client reports that Client was first impacted by the Downtime. For each valid Claim, IBM will apply the highest applicable Availability Credit based on the achieved SLA during each Contracted Month, as shown in the table below. IBM will not be liable for multiple Availability Credits for the same Event in the same Contracted Month.

d. For Bundled Service (individual IBM SaaS packaged and sold together for a single combined price), the Availability Credit will be calculated based on the single combined monthly price for the Bundled Service, and not the monthly subscription fee for each individual IBM SaaS. Client may only submit Claims relating to one individual IBM SaaS in a bundle in any Contracted Month, and IBM will not be liable for Availability Credits with respect to more than one IBM SaaS in a bundle in any Contracted Month.

e. If Client purchased the IBM SaaS from a valid IBM reseller in a remarketing transaction in which IBM maintains primary responsibility for fulfilling the IBM SaaS and SLA commitments, the Availability Credit will be based on the then-current Relationship Suggested Value Price (RSVP) for the IBM SaaS in effect for the Contracted Month which is the subject of a Claim, discounted at a rate of 50%.

f. The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed ten percent (10%) of one twelfth (1/12th) of the annual charge paid by Client to IBM for the IBM SaaS.

3. Service Levels

Availability of the IBM SaaS during a Contracted Month is as follows:

Availability during a Contracted Month	**Availability Credit (% of Monthly Subscription Fee for Contracted Month which is the subject of a Claim)**
93.0% - 99.2%	5%
Less than 93%	10%

Availability, expressed as a percentage, is calculated as: (a) the total number of minutes in a Contracted Month, minus (b) the total number of minutes of Downtime in a Contracted Month, divided by (c) the total number of minutes in a 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 ____ 43,200 total minutes	= 5% Availability Credit for 98.8% Achieved Service Level during the Contracted Month

4. Exclusions

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

- Beta and trial services.
- Non-production environments, including but not limited to, test, disaster recovery, quality assurance, or development.
- Claims made by Client’s users, guests, participants and permitted invitees of the IBM SaaS.