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 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 Charges

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. Term and Renewal Options

The term of the IBM SaaS begins on the date IBM notifies Client of their access to the IBM SaaS, as documented in the PoE. The PoE will specify whether the IBM SaaS 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 IBM SaaS will automatically renew for the term specified in the PoE.

For continuous use, the IBM SaaS will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The IBM SaaS will remain available to the end of the calendar month after such 90 day 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.

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 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
3	Minor business impact: Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 1 business days
4	Minimal business impact: An inquiry or non-technical request.	Within 2 business days

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 IBM SaaS.

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

A Human Resources Data Source ("HR Data Source") **supported in service engagements** is limited by two criteria:

a. Size – Individual files within a data source can be up to 100 columns, 2 million rows and 1GB of data. Size may not exceed any one of these criteria. Each data source can contain up to three related individual files from the same application. *While sizes up to 100 columns are supported, for the optimal experience, 70 columns or fewer is recommended.*

b. HR application – A single data source is one extracted from 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.

An HR application is defined as the original transactional system – even if the data is exported from a data warehouse. A single data source from a data warehouse must fit the same criteria as a single data source as defined above.

Data source delivery is supported by a data structure. This may be based upon an existing IBM Kenexa template or a custom format built by services. Custom formats must be developed utilizing consulting hours delivered as part of a starter package or with add-on blocks of consulting engagements.

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 the defined period or will expire. This period for Basic engagements is 3 months. This period for Plus engagements is 4 months. 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.

7. Twitter Content in Talent Insights powered by Watson Analytics

7.1 Definitions

a. “Analysis Reports” means the results or output created by Client’s applications on the IBM SaaS from the process of analyzing and deriving information from the Twitter Content. Such results may not contain Twitter Content, but may contain content that is duplicative to that in the Twitter Content, such as search terms and references to the subject matter of the Tweets.

b. “Tweet ID” means a unique identification number generated for each Tweet.

c. “Tweets” means a public posting with a text body of no more than 140 characters made by any end user of the Twitter service.

d. “Twitter Content” means Tweets, Tweet IDs, public Twitter end user profile information, and any other Twitter data and information made available to Client.

7.2 Use of Twitter Content

Client shall not be given any access to the raw Twitter Content. The IBM SaaS provides a means for Client to select and use Twitter Content solely within the IBM SaaS for the sole purpose of conducting analysis on the Twitter Content and producing Analysis Reports.

Twitter Content is neither owned nor controlled by IBM. Twitter Content may include materials that are illegal, inaccurate, misleading, indecent, or otherwise objectionable. IBM or its suppliers have no obligation to review, filter, verify, edit or remove any Twitter Content. However, IBM or its suppliers may, at their sole discretion, do so. Client must utilize the functionality provided by IBM to promptly delete or modify any Twitter Content that may be stored on the IBM SaaS. Client shall have a right to download and remove the Analysis Report from the SaaS.

7.3 Volume of Twitter Data

Clients are limited to the following:

- 50,000 Tweets per data set

7.4 Restrictions on Twitter Content

Client shall not:

a. Use Twitter Content in violation of any applicable law including but not limited to privacy laws or for any unauthorized or improper purposes.

b. Use Twitter Content provided as part of the SaaS to perform analysis on a small group of individuals or a single individual for any unlawful or discriminatory purpose.

c. Use Twitter Content provided as part of the SaaS to perform analysis that will be included as a part of an advertising network.

d. Use the Twitter Content to produce analysis that performs a regularly-produced, time-based series of measurements made using the same, or similar, methodologies for the purpose of comparing television program performance over time, or against a defined set or subset of other television programs.

e. Use any aggregate Twitter user metrics, such as number of users or accounts, obtained while accessing and using the Twitter Content as part of the SaaS for any purpose.

f. Use the Twitter Content for any other purpose except for the limited purpose allowed for in the SaaS.

7.5 Termination by IBM

Client's use of the Twitter Content shall cease upon termination of the SaaS.

Notwithstanding the foregoing, in addition to the rights of suspension and termination in the Agreement, IBM may cease providing access to the Twitter Content at any time without notice and without the obligation to provide Client a refund, credit, or other compensation.

7.6 Warranty and Indemnification Disclaimer for Twitter Content

NOTWITHSTANDING THE WARRANTY SET FORTH IN THE AGREEMENT, THE TWITTER CONTENT IS PROVIDED SOLELY “AS IS”, “AS AVAILABLE” WITH ALL FAULTS, AND CLIENT'S USE OF THE TWITTER CONTENT IS AT ITS SOLE RISK. IBM DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE,NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING,USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THE TWITTER CONTENT. IBM DOES NOT WARRANT THAT THE ACCESS TO THE TWITTER CONTENT WILL BE UNINTERRUPTED, OR ERROR-FREE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CLIENT MAY HAVE WARRANTY RIGHTS UNDER LAW WHICHMAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS SUCH LAW PROVIDES OTHERWISE).ANY OBLIGATION FOR IBM TO INDEMNIFY CLIENT UNDER THE AGREEMENT DOES NOT APPLY IN ANY WAY TO CLIENT'S ACCESS AND USE OF THE TWITTER CONTENT.

7.7 Government Use

The Twitter Content is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the Twitter Content by any government entity is prohibited, except as expressly permitted by the terms of this Agreement. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. If Client uses the Twitter Content in its official capacity as an employee or representative of a U.S., state or local government entity and Client is legally unable to accept the jurisdiction, venue or other clauses herein, then those clauses do not apply to such entity, but only to the extent as required by applicable law. Contractor/manufacturer is Twitter, Inc. 1355 Market Street, Suite 900, San Francisco, California 94103.

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
- Twitter content
- Client is responsible for maintaining any promises of data confidentiality made to employees when using IBM Kenexa Talent Insights.
- Maximum limits for drag and drop of load files to Talent Insights is up to 10,000,000 rows and 512 columns. The file size can be up to 4 GB. *It is recommended that users load files with fewer than 70 columns for optimal analytics experience.*

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**	**Plus Services Upgrade #**
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.'*

*# Plus service upgrades **can only be purchased** in conjunction with one year basic service pack.*

Talent Insights is a single product with multiple named capabilities including Explore, Predict and Assemble. Service packs are focused on data preparation, consulting and training specific to named capabilities within the product.

- Explore capabilities leverage cognitive technology to discover and raise patterns and relationships in data and facilitate natural language interaction to generate customizable visualizations.
- Predict capabilities leverage sophisticated algorithms to deliver predictions based on starting target data fields.
- Assemble capabilities allow users to share what they have discovered and collected in Explore and Predict.

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 Explore and Predict 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 for Explore and Predict are agreed upon that will be the focus for the Explore and Predict engagement. Identification of preliminary HR 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 analyze within Explore.
  - The three HR Data Sources included in the Explore 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. These HR Data Sources will also serve as the underlying source for Predict analysis.
  - 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 HR Data Sources.
- **Starter Pack Plus Only** – Choose scenario(s) that can serve as tests of the self-service predictive environment to prove out the data integration.

  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 HR 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 HR 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 HR 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 HR Data Source may consist of up to 3 separate but related files.
    - Each file within a template may contain up to 1 GB, 100 columns or 2 million rows. If HR Data Sources exceed any of the criteria for file number, size or column number they will be counted as multiple HR Data Sources and charged accordingly. *It is recommended that users load files with fewer than 70 columns for optimal analytics experience.*
    - 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 HR Data Sources
    - If a connector exists, data will be provisioned and loaded daily.

c. **Phase III – Data Profiling** - HR 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.
- **Starter Pack Plus Only**
    - Perform analysis of the data available and the readiness of the data to create a workable predictive model. This includes looking at:
        (i) Coverage – determine if data is available to cover the different types of inputs that may drive the outcome
        (ii) Quality Target – for the predictive scenario, determining if the target variable(s) is of high enough quality to serve as a predictor. For instance, if Client wishes to look at voluntary turnover or regrettable turnover, complete records indicating which turnovers were voluntary and are regrettable must be included.
        (iii) Input Quality – determining the quality level of the input variables. For those of lower quality, based on the hypothesis, determining if these quality problems will be an issue.
        (iv) Identify key inputs based on the Client hypothesis (e.g. Client thinks that compensation is driver of low-tenured attrition then we need to be sure we have good coverage of compensation data).
    - Load data into Talent Insights Prediction and look at quality scores.
        (i) If the total number of missing values for any column is greater than 25%, IBM will eliminate the column (if not important) or create a default value in place of the missing values to fully populate the column.
        (ii) If the total number of missing values is smaller than 25%, IBM decides if it is acceptable to allow Watson Analytics to impute the value via the average. If it is not acceptable, IBM will set the missing values to default values if possible.
        (iii) If class imbalance is found within a Target column, IBM will determine if this will negatively impact the model.

(iv) IBM will evaluate outliers to see if they are errors or true outliers and then determine if outliers are minimal or large enough to potentially bias the model.

(v) Consider negative impact of skewed data in Target column on data model.

- 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 HR Data Sources.

- IBM Kenexa reviews file relationships between Kenexa and 3rd party HR 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.
- **Starter Pack Plus Only**
  - Enrichment of predictive model data
    (i) Create classification variables to serve as additional targets
    (ii) Create classification variables for key inputs
  - Predictive model pre-execution and verification – run the model, review the outcomes and refine
  - Evaluate the predictive results and as necessary:
    (i) Create better targets
    (ii) Eliminate obvious correlations
    (iii) Re-run predictive model and verify results

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 HR 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 purchase of Starter Pack Plus or 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 HR 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.
    - **Starter Pack Plus Only** – Insights are based on use of Explore, Predict and Assemble capabilities.
- Demonstration and sharing of best practices on Talent Insights to help the Client get the most out of the tool.
    - **Starter Pack Plus Only** – includes demonstration and best practices for Predictive and Assemble capabilities.
- **Starter Pack Plus Only** – Consultation and assistance in set up of Assemble dashboards and training on Assemble capabilities.
- 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.
- **Starter Pack Plus Only** – Presentation includes findings from Predict and Assemble capabilities.

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 Basic 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 to Explore functionality. Services include the assistance of a dedicated consultant to define business problems, identify HR Data Sources to support analysis of key business questions, the initial preparation and one time load of three HR 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 Basic 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 to Explore functionality. In Year One services include the assistance of a dedicated consultant to define business problems, identify HR Data Sources to support analysis of key business questions, the initial preparation and one time load of three HR 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 HR 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 Basic 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 to Explore functionality. In Year One, services include the assistance of a dedicated consultant to define business problems, identify HR Data Sources to support analysis of key business questions, the initial preparation and one time load of three HR 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 HR 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 Starter Pack Upgrade to Plus – One Year Term

IBM Kenexa Talent Insights Consulting may be purchased as On Demand Set-Up service (described in the table above) **as an add-on to the one year basic starter pack only** and includes the assistance of a dedicated consultant to define predict business problems, leveraging HR Data Sources previously set up in a basic data preparation services engagement, to support analysis of key business questions, provisioning of predict and assemble product training and guidance in driving insights and recommendations. The set up of new HR Data Sources or reload of data are not included unless optional data preparation Plus or refresh services are purchased. Unless otherwise specifically noted, all services are delivered remotely including the kick off call.

2.7 IBM Kenexa Talent Insights Services Starter Pack Plus Engagement

The IBM Kenexa Talent Insights Services Starter Pack Plus may be purchased as a Set Up service. This consists of a one year service bundle (described in the table above) designed to assist new Clients in onboarding with the Explore as well as the Predict and Assemble capabilities of Talent Insights. Services include the assistance of a dedicated consultant to define business problems, identify HR Data Sources , to support analysis of key business questions, test and evaluation of predictive scenarios, data enrichment, the initial preparation and one time load of three HR Data Sources, provisioning of product training and guidance in driving insights and recommendations.

2.8 IBM Kenexa Talent Insights Basic 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 . Where a pre-existing Talent Insights data template does not exist data integration services must be purchased in conjunction with consulting services.

2.9 IBM Kenexa Talent Insights Data Preparation Services Plus Engagement

IBM Kenexa Talent Insights Data Preparation Plus may be purchased either as 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 including data preparation steps flagged as Plus only. Where a pre-existing Talent Insights data template does not exist, Plus data integration services must be purchased in conjunction with Plus consulting services.

2.10 IBM Kenexa Talent Insights Workforce Basic 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 HR Data Sources to support analysis of key business questions, provisioning of product training and guidance in driving insights and recommendations. The set up of new HR 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.

2.11 IBM Kenexa Talent Insights Workforce Consulting Plus Engagement

IBM Kenexa Talent Insights Consulting Plus 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 HR Data Sources to support analysis of key business questions, provisioning of product training and guidance in driving insights and recommendations which include Explore, Predict and Assemble functionality. The set up of new HR Data Sources or reload of data are not included unless optional data preparation Plus or refresh services are purchased. Unless otherwise specifically noted, all services are delivered remotely, including the kickoff call.

2.12 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 . File refreshes are the load of new or incremental data to a HR Data Source set up as part of the services starter pack engagement or standalone 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 HR 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 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.

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 IBM SaaS 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 IBM SaaS based on the duration of time during which production system processing for the IBM SaaS is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the IBM SaaS 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 IBM SaaS 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 IBM SaaS.

For bundled IBM SaaSs (individual IBM SaaS 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 IBM SaaS, 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 at a given time.

2. Service Levels

Availability of the IBM SaaS 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 IBM SaaS was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the IBM SaaS 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 ——— 43,200 total minutes	= 5% Availability credit for 98.8% availability during the contracted month