



IBM Terms of Use – SaaS Specific Offering Terms

IBM Datacap on Cloud

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 Datacap Copper
- IBM Datacap Bronze
- IBM Datacap Silver
- IBM Datacap Gold
- IBM Datacap Platinum
- IBM Datacap Insight Edition Add-On Copper
- IBM Datacap Insight Edition Add-On Bronze
- IBM Datacap Insight Edition Add-On Silver
- IBM Datacap Insight Edition Add-On Gold
- IBM Datacap Insight Edition Add-On Platinum
- IBM Datacap Storage Add-On
- IBM Datacap Non-Production Environment Copper
- IBM Datacap Non-Production Environment Bronze
- IBM Datacap Non-Production Environment Silver
- IBM Datacap Non-Production Environment Gold
- IBM Datacap Non-Production Environment Platinum
- IBM Datacap Dedicated Add-On

2. Charge Metrics

The IBM SaaS is available under the charge metric 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. Terabyte is a unit of measure by which the IBM SaaS can be obtained. A Terabyte is 2 to the 40th power bytes. Sufficient entitlements must be obtained to cover the total number of Terabytes processed by the IBM SaaS during the measurement period specified in Client'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

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

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 email and support portal. 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 you are 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, or maintenance item for the next scheduled maintenance or release.	Within 1 business day	M-F business hours

6. IBM SaaS Offering Additional Terms

6.1 External User Access

Client may choose to give external users access to the IBM SaaS. Client is responsible for these external users, including but not limited to a) any claims made by the external users relating to the IBM SaaS, or b) any misuses of the IBM SaaS by these external users.

6.2 Virtual Private Network (VPN)

Client may select to utilize a software VPN connection for the purpose of securely connecting to the IBM SaaS. Information about the VPN will be provided upon written request by Client.

6.3 Links to Third Party Websites or Other Services

If Client or an IBM SaaS User transmits content to a third party website or other service that is linked to or made available by the IBM SaaS, Client and the IBM User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Client and the third party website or service. IBM makes no warranties or representations about such third party sites or services, and shall have no liability for such third party sites or services.

6.4 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 (your 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.

6.5 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.

6.6 Enabling Software

The following enabling software is included with the IBM SaaS:

- Datacap Mobile SDK

Appendix A

1. Service Overview

IBM Datacap on Cloud (IBM SaaS) is a private cloud solution for document capture and processing that provides:

- a. The creation and deployment of capture applications that:
 - Accept incoming documents in supported image and electronic document formats (e.g. PDF, TIF, JPG, DOC, RTF etc.)
 - Receive documents from multiple sources, including scanners, FAX, email, file systems, and mobile devices
 - Apply supported image enhancement capabilities such as auto-rotate, straighten, and despeckle to those documents
 - Apply data recognition and extraction techniques, such as Optical Character recognition, Intelligent Character recognition, Optical Mark Recognition, Bar Code Recognition as supported by Datacap
 - Define pages and “fingerprints” as templates for automated page recognition and data extraction
 - Data verification via automated rules or manually
 - Convert documents to alternate formats
 - Export to a directory or a supported IBM Cloud
 - Provides access to the IBM SaaS via the Datacap Mobile app available from the Apple App store or Google Play store
- b. A secure virtual private infrastructure
- c. Replication of production data to a secondary location in support of disaster recovery
- d. Up to 4 TB of outbound bandwidth; higher bandwidth quoted separately
- e. 24x7 production environment monitoring, data encryption in transit and at rest, virus scanning, intrusion detection / penetration testing services, software patches, and software upgrades (data migration services or activities required for custom configurations or extensions quoted separately).
- f. Active Directory Integration
Included Options: (Microsoft Active Directory or IBM Tivoli Directory Server)
 - Authentication to the IBM SaaS LDAP Server replicating back to on-premise Client LDAP
 - Provide a (Read Only) domain controller in the IBM SaaS that is in the Client domain
 - Client manages all end user access to the cloud environment (groups, IDs, access)
 - Full Admin rights to Client
 - Authenticate to the IBM SaaS LDAP server where the Client manages the users (not in the Client domain)
 - Point to on-premise Client domain controller for authentication
 - Possible performance implications
 - Authenticates for the life of the session

Other configurations (e.g. manual or scripted excerpts of LDAP file directory to the IBM SaaS; federation options including SAML, MS Federation Services, or others) quoted separately.

Custom solution implementation, configuration, and integration services are available for an additional charge under a statement of work.

2. Required Entitlements

Client must purchase a subscription to a Base Service Offering as defined below. Each Base Service Offering Instance includes:

- A production environment
- Temporary storage sufficient for one week document storage

Each Datacap on Cloud configuration (Copper, Bronze, Silver, Gold and Platinum) reflects the capacity of the IBM SaaS to support a Typical Capture Workload and can be used for planning purposes.

A Typical Capture Workload is defined as:

- Incoming PDF or TIF formatted files, B&W, good quality
- 5 page document
- “Light” image enhancement (Deskew, rotate, etc.)
- OCR first page only; extract between 5-10 fields
- Store as PDF or TIF
- Export metadata and Image to holding directory for maximum 7 days
- Based on 24 hour daily processing time

Other workloads are possible. Note that simpler workloads may result in higher throughput. More complex processing may likely result in lower throughput.

2.1 IBM Datacap Copper

This configuration is intended to support organizations, lines of business, or departments with:

- Processing up to 10,000 documents per day based on the Typical Capture Workload defined earlier
- Copper configuration provides 500GB of storage; additional TB storage can be separately purchased

2.2 IBM Datacap Bronze

This configuration is intended to support organizations, lines of business or departments with:

- Processing up to 50,000 documents per day based on the Typical Capture Workload defined earlier
- Bronze configuration provides 1TB of storage; additional TB storage can be separately purchased

2.3 IBM Datacap Silver

This configuration is intended to support organizations, lines of business or departments with:

- Processing up to 100,000 documents per day, based on the Typical Capture Workload defined earlier
- Silver configuration provides 1TB of storage; additional TB storage can be separately purchased

2.4 IBM Datacap Gold

This configuration is intended to support organizations, lines of business or departments with:

- Processing up to 500,000 documents per day, based on the Typical Capture Workload defined earlier
- Gold configuration provides 3TB of storage; additional TB storage can be separately purchased

2.5 IBM Datacap Platinum

This configuration is intended to support organizations, lines of business or departments with:

- Processing up to 1,000,000 documents per day, based on the Typical Capture Workload defined earlier
- Platinum configuration provides 5TB of storage; additional TB storage can be separately purchased

3. Optional Entitlements

3.1 IBM Datacap Insight Edition Entitlements

IBM Datacap Insight Edition delivers a set of cognitive capture capabilities, including:

- Actions, functions, and preconfigured Datacap rulesets that help enable organizations to automate identification, recognition, classification and data extraction of documents that are complex, variable, and that have unpredictable formatting

- b. Analytics to examine the structure and content of each page to help determine the document type, find undefined item value pairs in documents, identify and resolve business constructs (such as account numbers), and identify human, corporate, industry and other entities

3.1.2 IBM Datacap Insight Edition Add-On Copper

Available for organizations who have purchased IBM Datacap on Cloud Copper entitlement and who need advanced cognitive capture and document processing capabilities.

3.1.3 IBM Datacap Insight Edition Add-On Bronze

Available for organizations who have purchased IBM Datacap on Cloud Bronze entitlement and who need advanced cognitive capture and document processing capabilities.

3.1.4 IBM Datacap Insight Edition Add-On Silver

Available for organizations who have purchased IBM Datacap on Cloud Silver entitlement and who need advanced cognitive capture and document processing capabilities.

3.1.5 IBM Datacap Insight Edition Add-On Gold

Available for organizations who have purchased IBM Datacap on Cloud Gold entitlement and who need advanced cognitive capture and document processing capabilities.

3.1.6 IBM Datacap Insight Edition Add-On Platinum

Available for organizations who have purchased IBM Datacap on Cloud Platinum entitlement and who need advanced cognitive capture and document processing capabilities.

3.2 IBM Datacap Storage Add-On

If Client exceeds the TB storage included with the selected configuration, Client must purchase additional entitlement.

3.3 IBM Datacap Non-Production Environments

Client may purchase a separate instance for test and development purposes. This environment may not be used for production purposes.

- a. The Non-Production Environment does not provide high availability or disaster recovery
- b. Client may choose different instance sizes for production and disaster recovery if desired.

3.3.1 IBM Datacap Non-Production Environment Copper

IBM Datacap Non-Production Environment Copper is sized the same and provides similar processing capacity as IBM Datacap Copper.

3.3.2 IBM Datacap Non-Production Environment Bronze

IBM Datacap Non-Production Environment Bronze is sized the same and provides similar processing capacity as IBM Datacap Bronze.

3.3.3 IBM Datacap Non-Production Environment Silver

IBM Datacap Non-Production Environment Silver is sized the same and provides similar processing capacity as IBM Datacap Silver.

3.3.4 IBM Datacap Non-Production Environment Gold

IBM Datacap Non-Production Environment Gold is sized the same and provides similar processing capacity as IBM Datacap Gold.

3.3.5 IBM Datacap Non-Production Environment Platinum

IBM Datacap Non-Production Environment Platinum is sized the same and provides similar processing capacity as IBM Datacap Platinum.

3.4 IBM Datacap Dedicated Add-On

Client may upgrade a selected virtual private environment to a single tenant private infrastructure. This includes up to 20 TB of outbound bandwidth; higher bandwidth quoted separately.

4. Data Classification

The data classification for this solution defaults to data being classified as client sensitive. IBM will work with the client to address other regulatory requirements when requested by the Client for the intended

workload, and may impact the solution architecture and service fees. All data is protected using FIPS 1402 level 1 compliant whole disk encryption.

5. Business Continuity

The IBM SaaS is configured to support business continuity objectives defined below. Business continuity objectives help ensure that an organization's critical business functions will be recovered to an operational state, with a minimal loss of data, within a reasonably short period following a disaster at the primary computing location. Once a determination is made that an incident at the primary computing location warrants a failover to the secondary location, business continuity plans and related activities shall be executed by IBM in support of the recovery objectives noted below.

Business Continuity Objectives	
Recovery Point Objective	4 hours
Recovery Time Objective	<ul style="list-style-type: none">• 4 consecutive hours when a secondary, equivalent Non-Production environment is purchased• At least 24 consecutive hours, if no secondary Non-Production environment is purchased



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 three 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 50 percent of one twelfth (1/12th) of the annual charge for the IBM SaaS.

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)
<99%	5%
<97%	10%
<95%	25%
<90%	50%

* 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: 440 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month – 440 minutes Downtime = 42,760 minutes	= 5% Availability credit for 98.9% availability during the contracted month
<hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	