

IBM Planning Analytics

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order. Upon acceptance of Client's order, this Service Description and the Cloud Services Agreement found at http://www.ibm.com/terms/csa (or equivalent agreement for Cloud Services between the parties) applies to Client's use of the Cloud Services.

1. Cloud Service

IBM Planning Analytics is a collaborative, enterprise-scalable budgeting, planning, analytics, profitability, modeling, scorecard and reporting solution. These applications are supported by the TM1 64-bit inmemory OnLine Analytical Processing (OLAP) server that provides on-demand analytics of complex multidimensional data with real-time analysis.

This offering includes the following:

- Administrative clients that enable administrators to model and deploy budgeting, planning, analytics, profitability, modeling, reporting, metrics and scorecard solutions.
- Web Interface that enables end users to contribute, review and approve plans, access reports, key
 performance indicators and metrics, and perform ad-hoc analysis; and enables administrators to
 monitor activity.
- Excel plug-in enabling end users with exploration, discovery, reporting, and analysis in Microsoft Excel.

In the event the Cloud Service is not available because of a catastrophic event or cause beyond IBM's control at the data center where IBM provisions Client's Cloud Service, IBM will work to provide the Cloud Service to Client via another IBM data center within 14 calendar days. Please refer to the Service Levels Agreement and Technical Support section of this Service Description for outages not considered catastrophic or beyond IBM's control.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Planning Analytics

IBM Planning Analytics Cloud Service includes:

- a. One (1) IBM Planning Analytics production Instance, including:
 - Up to sixty-four gigabytes (64GB) of memory (RAM) for the TM1 database tier
 - Two hundred gigabytes (200GB) of shared folder space for the TM1 database tier
- b. One (1) IBM Planning Analytics Non-Production Instance, including:
 - Up to sixty-four gigabytes (64GB) of memory (RAM) for the TM1 database tier
 - Two hundred gigabytes (200GB) of shared folder space for the TM1 database tier
- c. One (1) IBM Cloud Satellite Connector for IBM Planning Analytics. This service enables secure communications from IBM Cloud to on-premise data sources. Each Satellite Connector supports up to 35 endpoints.

1.1.2 IBM Planning Analytics Digital Pack

IBM Planning Analytics Digital Pack offers a scaled-down entry point containing the core components of the IBM Planning Analytics Cloud Service.

This Cloud Service includes:

- a. One (1) IBM Planning Analytics Digital Pack production Instance, including:
 - Up to thirty-two gigabytes (32GB) of memory (RAM) for the TM1 database tier
 - Up to four (4) core processors
 - Two hundred gigabytes (200GB) of shared folder space for the TM1 database tier
- b. Five (5) IBM Planning Analytics Digital Users

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1.1.3 IBM Planning Analytics Hybrid Entitlement

IBM Planning Analytics Hybrid Entitlement includes access to both the IBM Planning Analytics Cloud Service and the IBM Planning Analytics Advanced Program.

Each IBM Planning Analytics Hybrid Entitlement Authorized User can be either an IBM Planning Analytics Modeler Authorized User or an IBM Planning Analytics Advanced Authorized User, but only one of these at a given time.

1.1.4 IBM Cognos Analytics Standard for Planning Analytics

IBM Cognos Analytics Standard for Planning Analytics allows Client to develop data models, dashboards, and stories, view scheduled reports and consume active reports via a web browser. The Cloud Service provides interactive OLAP exploration. The Cloud Service extends consumption of reports with a broad range of mobile devices including Apple iPhone, Android, and tablets. Each Authorized User subscription to this offering requires a corresponding subscription to a Planning Analytics User Role.

1.1.5 IBM Planning Analytics User Roles

IBM Planning Analytics Modeler

IBM Planning Analytics Modeler can create, modify and/or delete TM1 database objects; manage security (users/groups/privileges); execute processes and schedule chores; access server performance information (metrics cubes and server logs); create and manage workflow; read data from and write data to an IBM TM1 server on which the Cloud Service is deployed.

IBM Planning Analytics User

IBM Planning Analytics User is permitted to read data from and write data to an IBM TM1 server on which the Cloud Service is deployed, but is not authorized to use either Data and Models or Administration functionality.

IBM Planning Analytics Explorer

IBM Planning Analytics Explorer is permitted to read data from an IBM TM1 server on which the Cloud Service is deployed, but is not authorized to use any of the following components or functions of the Cloud Service:

- Data and Models
- Administration
- Planning Analytics Workspace for writeback
- IBM Cognos TM1 Turbo Integrator for creating processes
- IBM Cognos TM1 Web for writeback

IBM Planning Analytics Digital User

IBM Planning Analytics Digital User is permitted to:

- Read data from and write data to an IBM Cognos TM1 server on which the Cloud Service is deployed.
- Access all Planning Analytics Workspace capabilities.

IBM Planning Analytics Digital User is only available for IBM Planning Analytics Digital Pack. Client may acquire up to a maximum of fifty (50) IBM Planning Analytics Digital Users (inclusive of the five (5) IBM Planning Analytics Digital Users provided with the Cloud Service).

1.2 Optional Services

The following Optional Services are not applicable to the IBM Planning Analytics Digital Pack or the IBM Cognos Analytics Standard for Planning Analytics tenants.

1.2.1 IBM Planning Analytics Additional 64GB Memory – for 128GB Total Memory

This offering increases the capacity of an IBM Planning Analytics Instance by 64GB up to one hundred and twenty-eight gigabytes (128GB) of memory (RAM) for the TM1 database tier.

1.2.2 IBM Planning Analytics Premium Instance

This offering increases the capacity of an IBM Planning Analytics Instance (64GB) up to five hundred and twelve gigabytes (512GB) of memory (RAM) for the TM1 database tier, one terabyte (1TB) of shared

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folder disk space, and the TM1 database tier is hosted in a single tenant environment with either a managed hypervisor or a dedicated physical server.

1.2.3 IBM Planning Analytics Premium Instance Additional 512GB Memory – for 1TB Total Memory

This offering increases the capacity of an IBM Planning Analytics Premium Instance by 512GB of memory (RAM) for the TM1 database tier up to a total of one terabyte (1TB) of memory (RAM) for the TM1 database tier.

1.2.4 IBM Planning Analytics Premium Instance Additional 1TB Memory – for 2TB Total Memory

This offering increases the capacity of an IBM Planning Analytics Premium Instance by 1TB of memory (RAM) for the TM1 database tier up to a total of two terabytes (2TB) of memory (RAM) for the TM1 database tier. This offering requires an existing subscription to the IBM Planning Analytics Premium Instance Additional 512 GB Memory – for 1TB Total Service.

1.2.5 IBM Planning Analytics Premium Instance Additional 2TB Memory – for 4TB Total Memory

This offering increases the capacity of an IBM Planning Analytics Premium Instance by 2TB of memory (RAM) for the TM1 database tier up to a total of four terabytes (4TB) of memory (RAM) for the TM1 database tier. This offering requires an existing subscription to the IBM Planning Analytics Premium Instance Additional 1TB Memory – for 2TB Total Service.

1.2.6 IBM Planning Analytics Additional Production Instance

This offering adds an additional production Instance of IBM Planning Analytics with up to sixty-four gigabytes (64GB) of memory (RAM) for the TM1 database tier and two hundred gigabytes (200GB) of shared folder disk space.

1.2.7 IBM Planning Analytics Additional Non-Production Instance

This offering adds an additional Non-Production Instance of IBM Planning Analytics with up to sixty-four gigabytes (64GB) of memory (RAM) for the TM1 database tier and two hundred gigabytes (200GB) of shared folder disk space.

1.2.8 IBM Planning Analytics Additional Planning Storage

This offering allows Client to designate an additional 250 GB of shared folder disk space on the TM1 database tier to either the Production or a Non-Production Instance of the Cloud Service.

1.2.9 IBM Planning Analytics Disaster Recovery Premium

This optional add-on provides that in the event the Cloud Service is not available because of a catastrophic event or cause beyond IBM's control at the data center where IBM provisions Client's Cloud Service, IBM will work to provide the Cloud Service to Client via another IBM data center within three (3) calendar days. Please refer to the Service Level Agreement for outages not considered catastrophic or beyond IBM's control.

1.2.10 IBM Planning Analytics Assistant Add-on

This optional service provides the user with an Al-powered assistant ("Assistant") to help with planning, and in making data-driven decisions with insights while using natural conversation.

1.2.11 IBM Cloud Satellite Connector for IBM Planning Analytics Add-on

This optional add-on increases the number of endpoints by 35. This in addition to the 35 initial connectors provided in the IBM Planning Analytics Cloud Service subscription.

1.3 Acceleration Services

These Services include Remotely Delivered Services for IBM Planning Analytics and IBM Planning Analytics Digital Pack.

1.3.1 IBM Planning Analytics Jump Start

IBM Planning Analytics Jump Start service provides up to eighty (80) hours of remotely delivered guidance, coaching and assistance for up to five (5) users, including, but not limited to, the following:

- Help identifying Client's business challenges related to a mutually agreed use-case
- Assistance with source data configuration and secure gateway setup in the cloud environment
- Advice and guidance on Planning Analytics proven practices for reports and dashboards

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Advice and guidance on Planning Analytics administration

IBM Planning Analytics Jump Start services are purchased per Engagement and expire ninety (90) days from purchase regardless of whether all hours have been used.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at http://ibm.com/dpa (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below applies to IBM's processing of personal data on behalf of Client.

https://www.ibm.com/terms/?id=1413345793248

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides the Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/support/pages/node/731179.

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

^{*} The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at https://www.ibm.com/support/home/pages/support-guide/.

3.2.1 Optional Support Offerings

Additional support options are available for this Cloud Service. If Client selects to order an optional support offering, the terms defined in the Optional Support Offerings Service Description at https://www.ibm.com/terms/?id=i126-9789 will apply to the support offering specified in Client's TD.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Authorized User is a unique user authorized to access the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Engagement is a professional or training service related to the Cloud Services.
- Instance is each access to specific configuration of the Cloud Services.
- Gigabyte (GB) is defined as 2 to the 30th power bytes of data processed by, used, stored or configured in the Cloud Services.

4.2 Remote Services Charges

A remote service will expire 90 days from purchase regardless of whether the remote service has been used.

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5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at https://www.ibm.com/acs apply.

5.1 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

5.2 Enabling Software

- a. The IBM Planning Analytics Cloud Services contains the following Enabling Software:
 - IBM Planning Analytics for Microsoft Excel
 - IBM Cognos Command Center
 - IBM Cloud Satellite Connector for IBM Planning Analytics
- b. The IBM Planning Analytics Digital Pack Cloud Service contains the following Enabling Software:
 - IBM Planning Analytics for Microsoft Excel
 - IBM Cloud Satellite Connector for IBM Planning Analytics
- c. The IBM Planning Analytics Hybrid Cloud Services contains the following Enabling Software:
 - IBM Planning Analytics for Microsoft Excel
 - IBM Cognos Command Center
 - IBM Cloud Satellite Connector for IBM Planning Analytics
 - IBM Planning Analytics Advanced

License Information documents for the Enabling Software listed above are available at https://www.ibm.com/terms.

5.3 Set-Up Charges

A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

5.4 Minimum Entitlement Requirements

For the IBM Planning Analytics Cloud Service offering, excluding IBM Planning Analytics Hybrid Entitlement, Client is required to have a minimum entitlement to one (1) IBM Planning Analytics Modeler and to have minimum entitlements of sixty-four (64) Authorized Users in total which may be comprised of either IBM Planning Analytics Modeler(s) or IBM Planning Analytics User(s).

5.5 Non-Production Limitation

If the Cloud Service is designated as "Non-Production", the Cloud Service can only be used as part of the Client's non-production activities, including but not limited to testing, performance tuning, fault diagnosis, benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the Cloud Service using published application programming interfaces.

5.6 Backup

Backups of the shared folder space and application databases are performed daily. Backups are taken locally and replicated to another database in a separate data center. IBM will retain data backups for the last twenty-eight (28) days as follows: Seven (7) daily backups of the most recent days, and four (4) weekly backups of the most recent weeks. Backups are encrypted at rest on a disk-based backup system and during transmission.

5.7 Client-Provided Materials – ODBC Drivers

To the extent Client provides IBM with Client or third party ODBC drivers, and associated files that Client asks IBM to use in Client's Cloud Service environment (collectively "Client-Provided Materials"): Client

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hereby grants IBM a fully-paid, non-exclusive, nontransferable, worldwide, limited license (without the right to sublicense), under Client's applicable intellectual property rights to use the Client-Provided Materials for the sole purpose of providing the Cloud Service to Client. IBM has sole discretion whether to use such Client-Provided Materials and may cease using Client-Provided Materials at its sole discretion at any time for any reason.

Client represents and warrants on an ongoing basis that (a) it has the necessary rights to give Client-Provided Materials to IBM, (b) IBM may lawfully use the Client-Provided Materials in providing the Cloud Service to Client, and (c) Client-Provided Materials do not contain harmful code. Client must promptly inform IBM if Client loses the right to allow IBM to use the Client-Provided Materials or Client learns it contains harmful code.

5.8 Access to IBM Planning Analytics Data Sources

Client's separately subscribed IBM Cognos Analytics Hosted Cloud Service Authorized Users are permitted to use that Service to access data within the IBM Planning Analytics Cloud Service.

5.9 Model Input and Output – IBM Planning Analytics Assistant Add-on

Client is solely responsible for inputs into the underlying foundation model of the Assistant and any outputs generated by the Assistant. Any decision to proceed with, or use, any outputs from the Assistant is at Client's own risk. All Client inputs are Client Content. IBM does not claim to have ownership rights to the output. IBM warranties and support do not apply to outputs.

Unless separately authorized by Client through a voluntary feedback submission, IBM will not use the Client Content or Assistant outputs to train the underlying foundation model.

5.10 Cloud Service Environment Updates

If IBM provides the Client notice, or if Client's environment is more than two Modification-level update behind, IBM will update Client's environment to the latest version of IBM Planning Analytics on Cloud. Client will have its environment updated within 60 days after notice is given, unless IBM agrees to a longer time period. A Modification-level update is the number that is two digits to the right of the first decimal point using the [Version].[Release].[Modification Level].[Interim Fix] numbering convention. Changes between consecutive releases of the [Version] or [Release] number also constitutes a version change that is more than one Modification-level for purposes of this paragraph.

IBM may update an IBM Planning Analytics on Cloud environment to address significant vulnerabilities or regulatory requirements with no notice to Client.

In cases where Client has both non-production and production environments, the non-production environment will be updated first and the production environment no more than 2 weeks afterwards, unless IBM agrees to a longer time period between the update of the non-production and production environments.

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