

IBM Technology

A glowing blue cube is positioned in the center of the image. The cube has two cloud icons on its visible faces, each composed of a pixelated blue outline. The cube is set against a dark, textured background that resembles a complex circuit board or a microscopic view of a chip, with various rectangular components and intricate patterns. The overall lighting is dark with a strong blue glow emanating from the cube.

G-Cloud 15 IBM – Envizi ESG Suite Service Description Document

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Service Description

IBM Envizi ESG Suite

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 an equivalent agreement for Cloud Services between the parties) applies to Client's use of the Cloud Services.

1. Cloud Service

1.1 IBM Envizi ESG Suite

IBM Envizi ESG Suite Cloud Service provides for the collection, consolidation, storage, and management of Client Content related to energy, carbon, environmental and sustainability performance. The Cloud Service allows visibility and insights in conformity with major sustainability reporting frameworks. The Cloud Service allows for visualizations of sustainability performance data through customized dashboards that can help Client to analyze, manage and report on environmental goals, identify efficiency opportunities and assess sustainability risk, and inform business strategy.

"Data" means data available via the Cloud Service, that is not Client Content, that can include IBM or Third Party data related to reporting frameworks, industry benchmark standards, building rating agencies, emissions factors, weather metrics, currency exchange rates, geographical related data, common units of measurement conversion factors, and revenue and emissions.

1.2 Components

The Cloud Service is organized into a collection of Components described below. A Component is a uniquely named software application program developed by or made available to access, or to be used by, the Cloud Services.

1.2.1 Base Component

The Data Management Base or the Interval Metering Base Component is required for all Components. These base Components include:

- System Administration – includes contact & login management, system hierarchy & configuration, and system preferences and settings.
- Data Management – includes Content capture functionality, Content receipt reporting (for Account Content), data health reports, data tags, and key performance indicators (KPI) and Ratio Management.
- Content Visualization & Reporting – includes PowerReport reporting engine, standard dashboards, report library.
- Daily weather data – display of temperature and heating/cooling degree days.
- Single Sign On (SSO) – automates the user authentication process by integrating directly with Client's existing Single Sign On directory scheme.

1.2.2 Emissions Management – Scope 1&2 GHG Accounting and Reporting

Calculates Scope 1 and 2 emissions across Client's organization, including renewables that form part of Scope 2 market-based emissions. Provides access to regionally, temporally specific emission factors across Scope 1 and 2 emission sources. Allows Client to set up and utilize custom emission factors for reporting. Provides emissions and energy reporting on intensity, region, group and data type category.

1.2.3 Emissions Management – Scope 3 GHG Accounting and Reporting

Calculates Scope 3 upstream and downstream greenhouse gas (GHG) emissions across Client's organization using methods supported by the GHG Protocol.

1.2.4 Emissions Management – Scope 3 Supply Chain Intelligence

Provides operational dashboards, data processing, and emissions calculation tools to enable the capture and aggregation of high-volume supplier and product-level transaction data to support Scope 3 emissions reporting across Client's supply chain.

1.2.5 Emissions Management – Scope 3 Supply Chain Intelligence: Supplier Engagement

Provides supplier management dashboards, workflow and supplier engagement via the Supplier Portal to enable supplier data capture via form-based surveys or file upload.

1.2.6 Emissions Management – Target Setting and Tracking

Captures and tracks performance against consumption, emissions, energy, cost and intensity targets.

1.2.7 ESG Reporting – ESG Reporting Frameworks

Helps manage qualitative and quantitative Content across popular ESG frameworks. Provides workflow tools to help teams collaborate on collating Content.

1.2.8 ESG Reporting – Building Ratings and Benchmarks

Captures Content related to Client's building attributes and utility data. Integrates with ENERGY STAR Portfolio Manager (ESPM) for up-to-date ENERGY STAR scores to benchmark and track building rating performance. Client authorizes the enablement for reporting to the Global Real Estate Sustainability Benchmark (GRESB) by collating asset level Content for review and submission of Content via API. Provides for calculation of indicative National Australian Built Environment Rating System (NABERS) Energy and Water ratings for office buildings.

1.2.9 ESG Reporting – Surveys and Assessments

Allows survey participants to enter ESG Performance related data in order to collect and analyze ESG metrics for Client's reporting purposes.

1.2.10 Decarbonization – Sustainability Program Tracking

Tracks and reports on Client's sustainability and energy efficiency related programs.

1.2.11 Decarbonization – Utility Bill Analytics

Leverages Client's utility billing Content and provides analysis that can help track energy cost and consumption, identify anomalies, and inform decision making for energy efficiency.

1.2.12 Decarbonization – Interval Meter Analytics

Automates capture of Client's high-resolution interval meter Content and provides visualization, analytics and workflow tools to help Client identify opportunities to reduce utility consumption.

1.3 Component Usage

The Cloud Service provides a common charge metric for all Components within the Cloud Service called an AppPoint. AppPoints allow the Client to direct the consumption of Components as needed.

Each Component defines the number of AppPoints required based on a usage resource to determine the number of AppPoints needed. Purchase of additional AppPoints provides a method to expand the usage consumption of a Component already in use or to enable additional Components.

AppPoints are also "Reserved" for a number of months. Reserved means that the AppPoints are allocated to the Component(s) for a specified period of time and cannot be changed or exchanged for use of another Component during that Reserved period. Where the remainder of the then current Agreement term is less than the Reserved period, the Reserved period will expire at the time the Agreement term expires. For the purposes of this Cloud Service, all Components are Reserved for a twelve (12) month period.

If a Component requires the use of a base prerequisite Component, that is also identified in the table below.

The following table defines the AppPoint consumption for each of the Components for each deployment of the Cloud Service.

Component	AppPoints	Prerequisite Component
Data Management Base	Fifty (50) AppPoints which includes one thousand (1,000) Accounts, plus an additional thirty (30) AppPoints for between one thousand and one (1,001) Accounts and five thousand (5,000) Accounts, plus an additional forty (40) AppPoints for between five thousand and one (5,001) Accounts and fifteen thousand (15,000) Accounts, plus an additional eighty (80) AppPoints for between fifteen thousand and one (15,001) Accounts and one hundred thousand (100,000) Accounts.	None
Interval Metering Base	Eleven (11) AppPoints	None
Emissions Management – Scope 1&2 GHG Accounting and Reporting	Twenty-Six (26) AppPoints	Data Management Base
Emissions Management – Scope 3 GHG Accounting and Reporting	Twenty-Six (26) AppPoints	Data Management Base
Emissions Management – Scope 3 Supply Chain Intelligence	Forty (40) AppPoints which includes ten thousand (10,000) Products plus an additional one (1) AppPoint per seven-hundred and fifty (750) Products. When the total number of entitled Products exceeds fifty-thousand (50,000) Products then an additional one (1) AppPoint includes one thousand (1,000) Products.	Emissions Management – Scope 3 GHG Accounting and Reporting
Emissions Management – Scope 3 Supply Chain Intelligence Supplier Engagement	Twenty (20) AppPoints which includes five-hundred (500) Engaged Suppliers plus an additional one (1) AppPoint per one-hundred fifty (150) Engaged Suppliers. When the total number of entitled Engaged Suppliers exceeds five thousand (5,000) Engaged Suppliers, an additional one (1) AppPoint includes two-hundred (200) Engaged Suppliers.	Emissions Management – Scope 3 Supply Chain Intelligence
Emissions Management – Target Setting and Tracking	Fifteen (15) AppPoints	Emissions Management – Scope 1&2 GHG Accounting and Reporting or Emissions Management – Scope 3 GHG Accounting and Reporting or Decarbonization – Utility Bill Analytics
ESG Reporting – ESG Reporting Frameworks	Twenty-five (25) AppPoints	Emissions Management – Scope 1&2 GHG Accounting and Reporting
ESG Reporting – Building Ratings and Benchmarks	Fifteen (15) AppPoints	Data Management Base

Component	AppPoints	Prerequisite Component
ESG Reporting –Surveys and Assessments	Thirty-two (32) AppPoints	Emissions Management – Scope 1&2 GHG Accounting and Reporting or Emissions Management – Scope 3 GHG Accounting and Reporting or Decarbonization – Utility Bill Analytics
Decarbonization – Sustainability Program Tracking	Nineteen (19) AppPoints	Emissions Management – Scope 1&2 GHG Accounting and Reporting or Emissions Management – Scope 3 GHG Accounting and Reporting or Decarbonization – Utility Bill Analytics
Decarbonization – Utility Bill Analytics	Fifteen (15) AppPoints	Data Management Base
Decarbonization – Interval Meter Analytics	Five (5) AppPoints plus an additional Two (2) AppPoints per Ten (10) Meters	Interval Metering Base or Data Management Base

1.4 Optional Services

The following optional 'AddOn' services are also available in the Cloud Service. See the Component/AddOn by Edition table to determine what AddOns are available for each Edition.

1.4.1 API Access AddOn

Provides direct API access to the Cloud Service in the form of reports in the JSON format.

1.4.2 Connector AddOn

Connectors provide for bulk Content ingestion into the Cloud Service from external data sources.

1.4.3 Data Export AddOn

Enables the automated export of monthly Cloud Service dataset files to Secure File Transfer Protocol (SFTP) or S3 locations provisioned within the Cloud Service through the Cloud Service's Data Flow Automation functionality. This enables Client to fulfill external dashboarding and reporting requirements using 3rd party Business Intelligence (BI) tools.

1.4.4 Planning Analytics AddOn

Planning Analytics AddOn uses the IBM Planning Analytics Standard offering to deliver a collaborative, enterprise-scalable budgeting, planning, analytics, profitability, modeling and reporting solution deployed on AWS. These applications are supported by the Planning Analytics 64-bit in-memory OnLine Analytical Processing (OLAP) Engine that provides on-demand analytics of complex multidimensional data with real-time analysis in high availability.

This offering includes the following:

- Administrative clients that enable administrators to model and deploy budgeting, planning, analytics, profitability, modeling, reporting and metrics.
- 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.

Planning Analytics AddOn enables the automated export of Cloud Service dataset files to an S3 location through the Cloud Service's Data Flow Automation functionality. This enables Client to fulfill external dashboarding and reporting requirements using IBM Planning Analytics. The instance consists of one (1) IBM Planning Analytics Standard environment, and the following resources, on a limited use basis:

- Connected Planning

- Self-service analytics and dashboards via access to both IBM Planning Analytics for Microsoft Excel and IBM Planning Analytics Workspace Interfaces
- Core model building
- Self-Service Data Import
- AI based forecasting
- High Availability
- Auditing and Logging
- Self-Service custom Data Backup
- Source Control Management
- Additional self-serve environments
- Up to 10 Authorized Users
- Up to 8 GB of RAM
- 256 GB Storage

Client's use of the IBM Planning Analytics Cloud Service must be in support of the Planning Analytics AddOn only and for no other purpose. If Client wishes to exceed any of these limitations, Client must acquire a full use entitlement of IBM Planning Analytics and implement a custom integration to the Cloud Service.

Upon termination of the Cloud Service, the limited use of IBM Planning Analytics under the Planning Analytics AddOn entitlement will also be terminated.

1.4.5 Sandbox Environment AddOn

The Sandbox Environment is intended for testing configuration settings for non-production use and is a single optional copy of the Client's production environment. It is hosted on the same server running the Cloud Service. All entitled Components and AddOns in the production environment are available in the Sandbox Environment with the exception of the following:

- Single Sign On (SSO) which is part of the Base Component
- Emissions Management – Scope 3 Supply Chain Intelligence Component
- The Energy Star and GRESB API integration which is part of ESG Reporting – Building Ratings and Benchmarks Component
- Planning Analytics AddOn

The Sandbox Environment is initialized with the settings, preferences, and configuration from the production environment including a Client-nominated period of historical data (up to a maximum of five (5) years for Account data and two (2) years for Meter data). Specific changes are made to the Sandbox Environment to differentiate it from the production environment, such as prominent changes to branding, and prefixes added to reference identifiers such as account numbers and user names. Authentication to the Sandbox Environment is done via basic authentication rather than Single Sign On (SSO).

The Sandbox Environment does not dynamically synchronise with the production environment, nor does it support the testing or approval of code changes or software updates.

Clients may request a refresh of the Sandbox Environment via IBM Technical Support, which removes the current environment and transfers a copy of the current production environment into the Sandbox Environment. The refresh can only be requested one time per calendar quarter.

1.4.6 AddOn Component Usage

The following table defines the AppPoint consumption for the AddOn Components and the equivalent resource volumes included.

AddOn Component	AppPoints
API Access AddOn	Seven (7) AppPoints
Connector AddOn	Nine (9) AppPoints per one (1) Connector
Data Export AddOn	Seven (7) AppPoints
Planning Analytics AddOn	Fourteen (14) AppPoints
Sandbox Environment AddOn	The number of AppPoints needed for this AddOn is 50% of the number of AppPoints entitled for Client's Data Management Base Component.

1.5 Editions

The Cloud Service is structured into consumption models called Editions. Each Edition is defined by the number of Accounts based on Client's entitlement. All components and AddOns are available for each Edition.

1.5.1 Essentials Edition

The Essentials Edition provides entitlement for up to one thousand (1,000) Accounts.

1.5.2 Standard Edition

The Standard Edition provides entitlement for between one thousand and one (1,001) and five thousand (5,000) Accounts.

1.5.3 Premium Edition

The Premium Edition provides entitlement for between five thousand and one (5,001) and one hundred thousand (100,000) Accounts.

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=5DF45EE07ADD11EC8F143999C7A19C3A>

Emissions Management – Scope 3 Supply Chain Intelligence

<https://www.ibm.com/terms/?id=4EB65F500C2911ECB8746996932D8C53>

The details in the IBM Supply Chain Intelligence Suite data sheet apply in their entirety to Emissions Management – Scope 3 Supply Chain Intelligence, except that 'Chainyard – Trust your Supplier' listed in the data sheet is not used as third-party Subprocessors for the Emissions Management – Scope 3 Supply Chain Intelligence component.

IBM Planning Analytics as a Service

<https://www.ibm.com/terms/?id=4B8671904E6C11ED97548910D8A210BE>

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 available at <https://supportcontent.ibm.com/support/pages/node/6553636>.

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:

- An AppPoint is a common unit of value required for Client's authorized use of the of the Cloud Service.

The following metric definitions are usage-based metrics only and are converted to AppPoints for purchasing purposes.

- Account is a unique data point that is managed by, processed by, or related to the use of the Cloud Service.
The data points that may be included in an Account could be, but are not limited to, Client Content related to utility billing (e.g., electricity, gas, water), consumption data (e.g., waste, paper, travel), and Key Performance Indicators (KPI) data (e.g., production units, sales, occupancy, floor space). Accounts may be virtual, meaning they can be derived by referencing Client Content from other Accounts using mathematical expressions. Although Account data points can be captured for any time period, the Cloud Service normalizes all Account data points into monthly resolution for visualization and reporting purposes.
Only Accounts identified with an open status in the Cloud Service will be counted.
- Meter is used to capture Client Content relating to metering devices that measures utility consumption and demand in time series of five (5), fifteen (15), thirty (30) or sixty (60) minute intervals. Meters may be virtual, meaning they can be derived by referencing Client Content from other Meters using mathematical expressions. Only Meters identified with an open status in the Cloud Service will be counted.
- Connector is a unique integration endpoint that is used to ingest Content in a compatible file format from an external data source into the Cloud Service. Each connector can support single or multiple Data Types. A Data Type is a specifically identified type of data that the Connector will ingest (e.g., electricity, gas, water, etc.).

- A Product is a digital representation (ingestion and processing) of a unique purchased good or service from a distinct supplier that has been sent by the Client to the Cloud Service.
- An Engaged Supplier is a company or organization that has been enabled to log into the Supplier Portal.

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 License

Client is granted a nonexclusive limited license to reproduce and display the Data solely within and for the sole purpose of Client's Enterprise. Client may reproduce and display the Data externally only for the purposes of (i) disclosure to external environmental reporting frameworks, industry benchmarking standard agencies, and/or (ii) audits. For any other purpose or use, Client must obtain its own license from the Data provider.

5.2 Client Content

The Cloud Service is dependent upon the Content. Client must provide the agreed upon Content and provide assistance reasonably required by IBM to enable the provision of the Cloud Service. IBM will not be responsible for any delays or deficiencies arising from inaccurate, incomplete, deficient, or damaged Content.

5.3 Reporting Frameworks

The Cloud Service may generate reports in conformity with and/or integrate with major reporting frameworks. Client may share its Content via the Cloud Service with certain reporting framework organization. The Cloud Service is not sponsored, endorsed, or promoted by these reporting frameworks organizations, nor does IBM endorse any of these reporting framework organizations.

5.4 Attribution

Client must comply with the attribution requirements as required in the Cloud Service documentation.

5.5 Attached File Storage Limitation

Client's attached file storage for all of the Components used by the Client in the Cloud Service may not exceed five hundred (500) Gigabytes ("Storage Limit"). If usage exceeds Storage Limit Client may be prevented from attaching additional files. .

5.6 ESG Reporting – Building Ratings and Benchmarks – NABERS Ratings

Client must adhere to the following terms and conditions when using the ratings from NABERS (National Australian Built Environment Rating System) as part of this Cloud Service:

- Any resulting rating generated using the NABERS component must be noted as an estimate and may not be represented as a substitute for an accredited NABERS rating.
- Client may not use the NABERS trademark, or similar, in its reporting of the estimated rating (Client may refer to "estimated NABERS rating of x stars" or something similar).
- Client must explicitly state in marketing and reporting that its use of NABERS is in no way an endorsement of Client's product or company by New South Wales Treasury or any agency administering the NABERS scheme.

5.7 Emission Management – Scope 3 Supply Chain Intelligence

5.7.1 Record Retention

Content that Client inputs or provides in connection with Scope 3 Supply Chain Intelligence Components is retained for a duration of three (3) years from the last updated date of each record Content.

5.7.2 API Call Usage

An API Call is the invocation of the Cloud Service through a programmable interface. API Calls are monitored continuously and tracked by IBM. If IBM detects an excessive number of API Calls, IBM may regulate the flow of API Calls. An excessive number of API Calls is defined as more than two (2) million per month for standard APIs and 200,000 per month for premium APIs. Premium APIs are defined as the Consumer API and the Documents API.

Additionally, IBM reserves the right to limit any specific computation process created by the Client which causes excessive use of IBM system resources, as determined by IBM at its reasonable discretion.

5.8 Enabling Software

The Cloud Service contains the following Enabling Software for the Planning Analytics AddOn offering:

- IBM Planning Analytics for Microsoft Excel
- IBM Planning Analytics Data Connector
- IBM TM1 to Planning Analytics Engine Database Migration Utility

6. Overriding Terms

6.1 Client Content Use

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties:

- a. IBM will use Content and other information that result from Content as part of the Cloud Service subject to removing personal identifiers so that any personal data can no longer be attributed to a specific individual without the use of additional information. IBM will use such data only for testing and offering development, and;
- b. Section 6.1.a does not apply to Content provided in connection with the Scope 3 Supply Chain Intelligence Component.
- c. For Clients subscribing to ESG Reporting – Building Rating and Benchmarks, per NABERS requirements, IBM will share Client's building addresses and building sizes (without Client's name) with NABERS.
- d. Clients that elect to submit their Content to GRESB via the Cloud Service, acknowledge that notwithstanding Section 2(b) of the CSA, Clients' Content may be shared with GRESB and Clients' separate agreements with GRESB governs GRESB's handling of their Content once submitted to GRESB.

