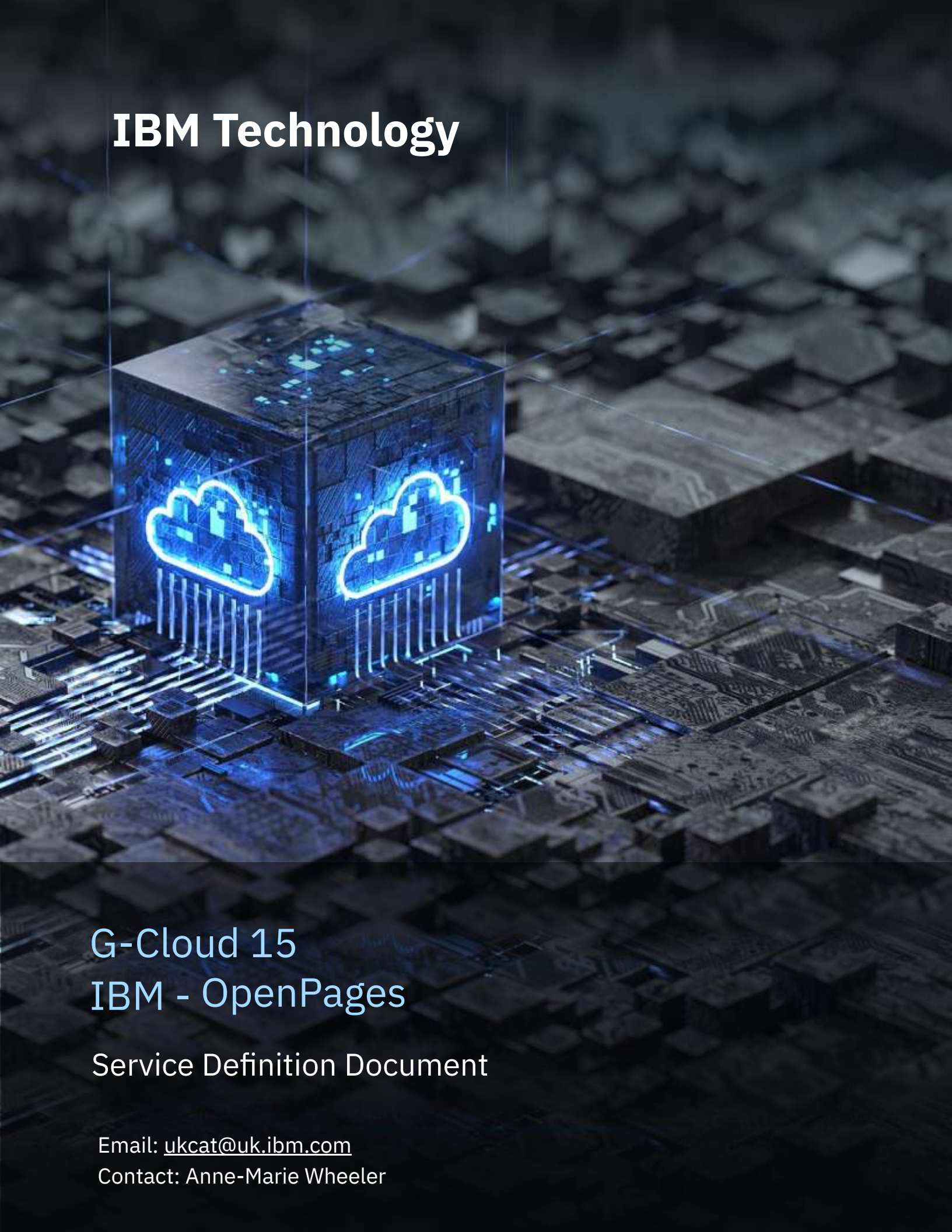


IBM Technology



G-Cloud 15 IBM - OpenPages Service Definition Document

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Service Description

IBM OpenPages

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

IBM OpenPages on Cloud is a service that provides Clients with a toolset designed to help identify, manage, monitor, and report on risk and compliance initiatives, enterprise-wide.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 Base Subscription

Client must either acquire an entitlement to one of the Editions described below as well as Data Storage, or the Starter Bundle.

a. IBM OpenPages Starter Edition on Cloud

An IBM OpenPages Starter Edition on Cloud entitlement provides a configuration of the Cloud Service that supports a transactional volume up to approximately 40 concurrent users.

b. IBM OpenPages Basic Edition on Cloud

An IBM OpenPages Basic Edition on Cloud entitlement provides a configuration of the Cloud Service that supports a transactional volume up to approximately 200 concurrent users.

c. IBM OpenPages Classic Edition on Cloud

An IBM OpenPages Classic Edition on Cloud entitlement provides a configuration of the Cloud Service that supports a transactional volume up to approximately 1,000 concurrent users.

d. IBM OpenPages Data Storage on Cloud

An IBM OpenPages Data Storage on Cloud (a required component) entitlement provides for the storage of GRC data for Client's instance of the Cloud Service. Storage will be sold in allotments of 150 Gigabytes.

e. IBM OpenPages Starter Bundle on Cloud

An IBM OpenPages Starter Bundle on Cloud entitlement provides a configuration of the Cloud Service that is comprised of the following offerings:

- (1) 1 of IBM OpenPages Starter Edition on Cloud
- (2) 1 of IBM OpenPages Data Storage on Cloud
- (3) 5 of IBM OpenPages Administrator User on Cloud
- (4) 300 of IBM OpenPages General User on Cloud
- (5) 2,500 of IBM OpenPages Single-Function User on Cloud

f. IBM AI Governance Express on Cloud

An IBM AI Governance Express on Cloud entitlement provides a configuration of the Cloud Service that is comprised of the following offerings:

- (1) 1 of IBM OpenPages Starter Edition on Cloud
- (2) 1 of IBM OpenPages Data Storage on Cloud
- (3) 1 of IBM OpenPages Model Risk Governance on Cloud
- (4) 2 of IBM OpenPages Administrator User on Cloud
- (5) 10 of IBM OpenPages General User on Cloud

1.1.2 GRC Solutions

Client must acquire entitlement to at least one of the GRC Solutions described below. a.

IBM OpenPages Financial Controls Management on Cloud

IBM OpenPages Financial Controls Management on Cloud is a tool that helps Clients document and manage financial controls and related processes associated with financial reporting regulations.

b. IBM OpenPages Operational Risk Management on Cloud

IBM OpenPages Operational Risk Management on Cloud is a tool that helps Clients automate the process of identifying, measuring, and monitoring operational risk. It combines risk data, which can include risk and control self-assessments, loss events, scenario analysis, external losses, and key risk indicators, into a single integrated module.

c. IBM OpenPages IT Governance on Cloud

IBM OpenPages IT Governance on Cloud is a tool that helps Clients align IT operations management with their corporate business initiatives, strategy, and regulatory requirements.

d. IBM OpenPages Policy Management on Cloud

IBM OpenPages Policy Management on Cloud is a tool that helps Clients consolidate policy management and automate a policy management lifecycle.

e. IBM OpenPages Internal Audit Management on Cloud

IBM OpenPages Internal Audit Management on Cloud is a tool that helps Clients automate and manage internal audits and conduct broader risk and compliance management activities.

Features include:

- (1) Audit planning
- (2) Workpaper management
- (3) Time and expense reporting
- (4) Audit report and wrap-up

f. IBM OpenPages Model Risk Governance on Cloud

IBM OpenPages Model Risk Governance on Cloud is a tool that helps Clients manage the governance of their models.

g. IBM OpenPages Regulatory Compliance Management on Cloud

IBM OpenPages Regulatory Compliance Management on Cloud is a tool that helps Clients align regulatory data to internal data and taxonomies and evaluate the impact of regulatory obligations.

h. IBM OpenPages Third Party Risk Management on Cloud

IBM OpenPages Third Party Risk Management on Cloud is a tool that helps Clients manage thirdparty compliance and risks as well as understand how each vendor or engagement relates to business processes.

i. IBM OpenPages Business Continuity Management on Cloud

IBM OpenPages Business Continuity Management on Cloud is a tool that provides Clients with a framework for helping to identify critical assets and processes and for creating company-wide business continuity plans.

j. IBM OpenPages Data Privacy Management on Cloud

IBM OpenPages Data Privacy Management on Cloud is a tool that aids firms in complying with data privacy regulations.

k. IBM OpenPages Risk Management for ESG on Cloud

IBM OpenPages Risk Management for ESG on Cloud is a tool that aids organizations in managing the risks associated with their environment, social, and governance (ESG) program.

1.1.3 User Roles

a. **IBM OpenPages Administrator User on Cloud**

IBM OpenPages Administrator User on Cloud (at least one is required except for the IBM OpenPages Starter Bundle on Cloud) users are permitted to access all administrative functions as well as all entitled GRC capabilities of the Cloud Service.

b. **IBM OpenPages General User on Cloud**

IBM OpenPages General User on Cloud users are permitted to interact fully with all entitled GRC capabilities of the Cloud Service.

c. **IBM OpenPages Single-Function User on Cloud**

IBM OpenPages Single-Function User on Cloud users are individually limited to use one subcomponent of the entitled GRC capabilities of the Cloud Service to perform a specific business function including but not limited to responding to automated, periodic questions via predefined forms, accessing policy management objects for the express purpose of attesting to their understanding and acceptance of a policy or creating loss event objects.

1.2 Optional Services

1.2.1 Additional Instances

a. **IBM OpenPages Starter Edition for Non-Production on Cloud**

An IBM OpenPages Starter Edition for Non-Production on Cloud entitlement provides a NonProduction instance of the Cloud Service for internal development and testing activities. It supports a transactional volume up to approximately 40 concurrent users.

b. **IBM OpenPages Basic Edition for Non-Production on Cloud**

An IBM OpenPages Basic Edition for Non-Production on Cloud entitlement provides a NonProduction instance of the Cloud Service for internal development and testing activities. It supports a transactional volume up to approximately 200 concurrent users.

c. **IBM OpenPages Classic Edition for Non-Production on Cloud**

An IBM OpenPages Classic Edition for Non-Production on Cloud entitlement provides a NonProduction instance of the Cloud Service for internal development and testing activities. It supports a transactional volume up to approximately 1,000 concurrent users.

d. **IBM OpenPages Message Broker**

An IBM OpenPages Message Broker entitlement provides a RabbitMQ service instance that is a prerequisite for integrating the Cloud Service with IBM watsonx.governance.

1.2.2 Additional Applications

a. **IBM OpenPages Loss Event Entry on Cloud**

IBM OpenPages Loss Event Entry on Cloud application provides an interface through which infrequent or non-provisioned users can submit operational risk loss events into the Cloud Service without being exposed to the full user experience.

b. **IBM OpenPages SDI Connector for UCF Common Controls Hub on Cloud**

IBM OpenPages SDI Connector for UCF Common Controls Hub on Cloud application provides the ability to import regulatory content, such as new regulations and controls, from the Unified Compliance Framework (Client must acquire a UCF Common Controls Hub subscription) into the Cloud Service.

1.3 Acceleration Services

1.3.1 Set Up Services

Client must acquire either the IBM OpenPages New Client Setup on Cloud or the IBM OpenPages Existing Client Setup on Cloud.

a. **IBM OpenPages New Client Setup on Cloud**

IBM OpenPages New Client Setup on Cloud provides services for the initial implementation of the Cloud Service for Clients completely new to OpenPages.

Support for configuring/extending or later adding GRC Solutions for the Cloud Service is available through separate Statements of Work (SOWs) with IBM OpenPages Services.

A Statement of Work (SOW) is required for other Client-specific activities such as the following:

- (1) Setting up the business entity hierarchy
- (2) Implementing user-based security
- (3) Assisting with data loading
- (4) Other Client-specific activities

b. IBM OpenPages Existing Client Setup on Cloud

IBM OpenPages Existing Client Setup on Cloud provides services for the initial implementation of the Cloud Service for Clients that are bridging from an existing OpenPages on-premise deployment.

Support for extending or adding additional GRC Solutions to the Cloud Service is available through separate Statements of Work (SOWs) with IBM OpenPages Services.

A Statement of Work (SOW) is required to migrate existing Client data or other Client-specific activities.

1.3.2 Remotely Delivered Services

a. IBM OpenPages Single Sign-On Setup on Cloud

IBM OpenPages Single Sign-On Setup on Cloud is a remotely delivered service that provides 10 hours of IBM OpenPages Cloud Operations engagement time to assist Clients who wish to implement Single Sign-On (SSO) for the Cloud Service.

b. IBM OpenPages Custom Cloud Operations on Cloud

IBM OpenPages Custom Cloud Operations on Cloud is a remotely delivered service that provides 40 hours of IBM OpenPages Cloud Operations engagement time to assist Clients who wish to deploy extensions to the Cloud Service.

The following are examples of activities performed as part of this engagement:

- (1) Coordinating with the Client
- (2) Collecting the extensions to deploy and reviewing the instructions from the Client
- (3) Deploying the Client-specific extensions
- (4) Reviewing logs to confirm proper deployment of the extensions

Client must use all hours within 1 year of purchase or before Client's subscription term ends without a subsequent renewal, whichever is earlier.

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=79E08A8001B011E7982D0C38141F4056>

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/software/support/saas_support_overview.html.

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/supportguide/>.

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:

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

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 Backup

Backups are performed daily for production instances and as needed for non-production instances. IBM will retain a backup copy of Client's data for a maximum period of 3 years for production instances and up to 90 days for non-production instances. Client is responsible for configuring the Cloud Service security to prohibit individual users from deleting data, and once the data is deleted Client acknowledges and agrees IBM is not obligated to recover the deleted data and, if available, may charge for such effort.

5.2 Cloud Service Expiration

Before expiration or termination of the Cloud Service, Client can use any of the provided reporting or export features of the Cloud Service to extract data. Custom data extraction services are available under a separate agreement.

Upon receiving a support request from Client within 30 days of the Cloud Service expiration or termination date, IBM will return to Client an electronic copy of Client's content in the native application format.

5.3 Non-Production Limitation

If the Cloud Service is designated as "Non-Production", then it can only be used for internal nonproduction activities, including but not limited to testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the Cloud Service using published application programming interfaces. Client is not authorized to use any part of the Cloud Service for any other purposes without acquiring the appropriate production entitlements.

5.4 Restrictions on Use for the Benefit of a Third Party

Client may not use the Cloud Service or any component thereof, including without limitation output data and reports produced by the Cloud Service to provide service bureau, hosting services, or any sort of commercial information technology services to third parties, unless otherwise agreed to in writing by IBM.

IBM Cloud Additional Service Description

IBM OpenPages

Except as noted below, the terms of the IBM Cloud Service Description apply.

1. Cloud Service

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM OpenPages as a Service

IBM OpenPages is a service that provides Clients with a toolset designed to help identify, manage, monitor, and report on risk and compliance initiatives, enterprise-wide.

IBM OpenPages is offered under the following plans: a.

Essentials

b. Standard

2. Data Processing and Protection Data Sheets

The Data Sheet applicable for this Cloud Service and the terms of this section provides the details and terms, including Client responsibilities, around use of this Cloud Service. The following Data Sheet(s) apply to this service:

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=B8A014C0C39E11EB82DB8CC9441FD31C>

3. Service Levels and Technical Support

3.1 Service Level Agreement

The service level agreement set forth in the base IBM Cloud Service Description applies to this Cloud Service.

3.2 Technical Support

The support terms set forth in the base IBM Cloud Service Description apply to this Cloud Service.

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:

- Instance is each access to specific configuration of the Cloud Services.
- Capacity Unit is an independent measure of capacity related to the use of the Cloud Services.

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.

6. Overriding Terms

6.1 Terms Applicable to the Cloud Services hosted on Amazon Web Services (AWS)

The following prevails over anything to the contrary in the base Cloud Service terms between the parties:

The Cloud Service application layer (in whole or in part) and Client's data and content are hosted by AWS and not managed by IBM. The Cloud Service infrastructure, certain aspects of the Cloud Service platform, and related services, including: data center, servers, storage and network; application and data backup; perimeter security and threat detection; and APIs for application deployment, monitoring and operation (collectively, the "Third Party Cloud Services") are hosted and managed by AWS. Accordingly, notwithstanding anything in this Service Description or the base services agreement under which this Cloud Service is provided (e.g., the IBM Cloud Services Agreement):

- a. If AWS withdraws or terminates its services or IBM's or Client's access to such services, IBM may (i) provide Client access to a functionally-equivalent IBM-hosted Cloud Service offering; or (ii) terminate the Cloud Service immediately upon the effective date of such termination by AWS by providing notice of termination to Client.
- b. IBM makes no warranties or conditions, express or implied, regarding the Third-Party Cloud Services or to the Cloud Service to the extent dependent on the Third-Party Cloud Services. The foregoing disclaimer does not apply to or limit compensation that may be payable under the Service Level Agreement section of this Service Description.
- c. The IBM Data Security and Privacy Principles (DSP) and Data Processing Addendum (DPA) do not apply to the Third Party Cloud Services or to the Cloud Service solely to the extent dependent on or under the control of the Third-Party Cloud Services or AWS. With respect to such Third Party Cloud Services and the Cloud Service to the extent dependent on or under the control of the Third Party Cloud Services or AWS, the data protection and technical and operational security measures for the Cloud Service will be no less than those described in the AWS Customer Agreement and its

