

Service Description

IBM Maximo Application Suite as a Service

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

The Cloud Service is a hosted and managed version of IBM Maximo Application Suite (MAS) and provides an intelligent enterprise asset management (EAM) platform that uses AI, IoT, and analytics to optimize equipment performance, extend asset lifecycles, reduce operational downtime and costs, manage the lifecycle of facilities and real estate, and manage and report on environmental, social, and governance (ESG) data. IBM manages the infrastructure (network, storage, and compute resources), applies upgrades and fixes to the application, and maintains the IBM software, infrastructure, and applicable security and privacy controls.

Applications

The Cloud Service consists of a collection of Applications. An Application is a uniquely named software application program developed by or made available to access, or to be used by, the Cloud Services.

Cloud Service Environment

The Cloud Service provides the functional infrastructure for running the software for which IBM provides the support and necessary network, hardware, and system upgrades. The Cloud Service consists of one (1) Production Environment for all the Applications in use, except for Maximo Inventory Optimization which consists of one (1) Production Environment and one (1) pre-production environment. Access to systems is restricted to IBM personnel or authorized users only. The Production Environment comprises the Cloud Service Applications, systems, and supporting systems infrastructure that Client accesses and uses on an operational basis to execute its business processes and transactions. The Production Environment includes redundancy and multi-active architecture for disaster recovery. Client may purchase additional environments for production or uses such as development or testing. By default, the Cloud Service, except for Maximo AI Service and Maximo Inventory Optimization, is deployed into a shared cluster in which multiple clients utilize the same Red Hat OpenShift instance and supporting services, but Client has its own Maximo Application Suite Applications and database schema. Maximo AI Service and Maximo Inventory Optimization are multi-tenant applications. IBM will determine and communicate when and how shared cluster emergency fixes, updates and upgrades will occur. No deferrals or exceptions are allowed. Client may purchase an option to deploy the Cloud Service into a non-shared cluster. See the Consumption Model section below for details.

1.1 Editions

The Cloud Service is structured into consumption models called Editions. Each Edition consists of specific Applications and a defined usage volume and operational model, as well as options for usage expansion.

Each Edition listed below identifies the Applications and features available in it.

Essentials Edition

The Essentials Edition consists of six configurations: Maximo Maintenance Essentials, Maximo Inspection Essentials, Maximo Lease Management Essentials, Maximo Space Management Essentials, Maximo Capital Planning Essentials, and Maximo Inventory Optimization Essentials. Client may purchase an option to use Maximo AI Service with select Essentials Edition configurations.

Maximo Maintenance Essentials includes Maximo Manage, Maximo Health, and Maximo Mobile in an entry level package for asset management, maintenance, operations, and managing asset health.

Maximo Inspection Essentials includes Maximo Visual Inspection in an entry level package for digitized field support and quality inspection via mobile devices and user platforms with AI computer vision models.

Maximo Lease Management Essentials includes Maximo Real Estate and Facilities Real Estate Management in an entry level package for centralized lease administration and accounting operations.

Maximo Space Management Essentials includes Maximo Real Estate and Facilities Space Management in an entry level package for management of real estate and facility space and reservations.

Maximo Capital Planning Essentials includes Maximo Real Estate and Facilities Capital Projects in an entry level package for project and program management of capital, facility, and environmental projects.

Maximo Inventory Optimization Essentials includes Maximo Inventory Optimization in an entry level package for optimizing maintenance, repair, and operations (MRO) inventory management and performance.

See the Consumption Model section below for details.

Standard Edition

The Standard Edition consists of all Maximo Application Suite Applications: Maximo Manage, Maximo Health, Maximo IT as a Service, Outage Prediction, Maximo Vegetation Management, Maximo Monitor, Maximo Predict, Maximo Visual Inspection, Maximo Collaborate, Maximo Inventory Optimization, Maximo Real Estate and Facilities, Maximo AI Service, and Maximo Envizi ESG Suite. Client may purchase entitlement to any combination of Applications. See the Consumption Model section below for details.

Premium Edition

The Premium Edition consists of all Maximo Application Suite Applications, except Maximo Inventory Optimization, and expands upon the Standard Edition by providing Client with additional functional, deployment and operational options. See the Consumption Model section below for details.

1.2 Applications

The following sections describe the actions each user type is allowed to perform and the capabilities of each Application.

1.2.1 Users

Users of Maximo Manage, Maximo Health, Maximo IT as a Service, Maximo Monitor, Maximo Predict, Maximo Visual Inspection, Maximo Collaborate, and Maximo Real Estate and Facilities are categorized as Self Service, Limited, Base, or Premium, which defines the scope of administration and application functionality to which they are entitled:

User	Description
Self Service User	Entitlement enables: Maximo Manage users to self-service capabilities for: • Service Requests • Desktop Requisitions • Requests (Maximo Oil & Gas) • Create/Review Incidents (Maximo Health, Safety & Environment) • Vehicle Requests (Maximo Transportation) • Graphical Appt Book (Maximo Scheduler) • Bill Review (Maximo Service Provider) Maximo IT as a Service users to self-service capabilities for: • Service Requests • Desktop Requisitions • Receiving assistance from a virtual (or live) agent • Searching for solutions - via Self Serve • Entering service requests and viewing the status of service requests • Approving service requests • Viewing owned assets Maximo Real Estate and Facilities users to self-service capabilities for: • Creating requests • Creating reservations • Searching the knowledge base • Entering timecards • Responding to bid requests • Responding to emails with offline forms (up to 25) • Searching locations, people, and assets.

User	Description
Limited User	Entitlement enables a user to work with a maximum of three modules within Maximo, including Industry Solutions and AddOns. Entitlement also enables a user to access Maximo Real Estate and Facilities approval processes, monitor performance metrics, and view reports with read only access to data and functions of Self Service. Also enables technicians to access and update details of their assigned work tasks from multiple devices. See the section titled "Maximo Limited User Restrictions" for additional information.
Base User	Entitlement enables a user to work with standard functionality within Maximo excluding Industry Solutions and AddOns. Entitlement also enables a user to access all implemented business processes and administrative functions in Maximo Real Estate and Facilities, with the exception of application builder tools.
Premium User	Entitlement includes all the capabilities of a Maximo Base User, plus enables a user to work with any installed Industry Solutions and AddOns. Entitlement also enables a user to access all implemented business processes and administrative functions in Maximo Real Estate and Facilities.

1.2.2 Maximo Manage Application

The Maximo Manage Application provides robust asset lifecycle management and maintenance management functionality.

Maximo Industry Solutions

The following Maximo Industry Solutions provide additional industry-specific functionality to Maximo Manage.

Industry Solution	Description
Maximo Aviation	Provides lifecycle management and maintenance management capabilities for both rotary and fixed wing aircraft. Available in Premium Edition.
Maximo Civil Infrastructure	Integrates current IBM asset lifecycle management capabilities to support operators in monitoring the condition of civil infrastructure, such as bridges, roads, and tunnels throughout the lifecycle of the infrastructure. Available in Standard and Premium Editions.
Maximo Nuclear	Provides an enterprise asset management system that helps manage the lifecycle of assets of nuclear plants and fleets. Available in Standard and Premium Editions.
Maximo Oil & Gas	Helps to integrate work and asset management, assisting organizations with meeting their health and safety requirements, and integrated operations for oil and gas businesses. Available in all Editions.
Maximo Transportation	Provides enterprise asset management for all types of transportation assets. Available in all Editions.
Maximo Utilities	Enables organizations in the electric, gas, and water utility industries to manage all their assets that are used in the transmission and distribution of electricity, gas, and water. Available in all Editions.

Maximo Manage AddOns

The following AddOns that extend the capabilities of Maximo Manage are available.

AddOn	Description
Maximo Asset Configuration Manager	Provides functionality that helps organizations manage the configuration of high-value, complex, and regulated assets such as aircraft and rail vehicles. Available in Premium Edition.

AddOn	Description
Maximo Connector for Oracle Applications	Provides bidirectional, process-wide connectivity between Maximo Manage and Oracle E-Business Suite. Available in Standard and Premium Editions.
Maximo Connector for SAP Applications	Provides bidirectional, process-wide connectivity between Maximo Manage and SAP ERP. Available in Standard and Premium Editions.
Maximo Connector for Workday	Provides the ability to replicate human resources employee data between Maximo Manage and Workday. Available in Standard and Premium Editions.
Maximo Health, Safety and Environment	Provides functionality to help organizations integrate work, asset management, and health and safety functions. Available in all Editions.
Maximo Mobile	Provides mobile functionality to enable technicians to access information on a mobile device. Available in all Editions.
Maximo Service Provider	Provides capabilities that can help organizations manage customer agreements, service delivery, customer billing, and supplier contracts. Available in all Editions.
Maximo Spatial	Provides functionality that enables organizations to visualize all assets and work in their geospatial context to optimize resources and decisions. Available in all Editions.

Maximo Manage Application Options

The following options may be purchased for use with Maximo Manage.

Options	Description
Production Database Replica	Provides a second database schema that uses native database replication to create a read-only copy of the Production Environment database. Available in Standard and Premium Editions.
IBM Maximo Optimizer	Provides an extension to the base Manage scheduler to provide additional functionality for the scheduling of personnel. Maximo Optimizer Limited, available in Standard and Premium Editions, has the following restrictions: • Use of a single optimizer model as provided by IBM or its extension • Job execution must be performed serially The unrestricted version of Maximo Optimizer is available in Premium Edition.
Asset Investment Planning	Provides capabilities to optimize investment in critical assets to minimize lifecycle costs and proactively manage risk. By defining a value framework and strategies for assets, Clients can identify needs and develop investment scenarios across their entire asset base.

1.2.3 Maximo Health Application

The Maximo Health Application provides a first step in managing the performance of critical assets. By capturing information from the asset itself, along with its age and maintenance history, organizations can quickly understand which assets are currently in poor health and need attention to prevent disruption.

1.2.4 Maximo IT as a Service (Maximo IT) Application

Maximo IT is an add-on to Maximo Manage. Maximo IT delivers IT service reliability, self-service, and collaboration, along with driving asset utilization, and assisting changes in support of Client's business. This Cloud Service is available in Standard and Premium Editions.

Maximo IT Options

The following options may be purchased for use with Maximo IT.

Options	Description
Production Database Replica	Provides a second database schema that uses native database replication to create a read-only copy of the Production Environment database. Available in Standard and Premium Editions.

1.2.5 Maximo Maintenance Cost Insights

The Maximo Maintenance Cost Insights Application offers comprehensive visibility into maintenance costs within Maximo Manage. It features a dashboard with trend KPIs for sites, locations, assets, and work types. Maintenance Cost Insights sends Maximo Manage asset, location, organization, site, and work order cost data to IBM Apptio, which joins and prepares the data. After applying pre-defined models and analyzing the data, IBM Apptio sends the data back to Maximo Manage where it can be viewed in the Total Cost Maintenance (YTD) dashboard. Clients can also access IBM Apptio from the dashboard for additional reporting, drill-down, and analysis. This integration provides visibility into overall maintenance costs and helps analyze cost drivers, enabling organizations to identify opportunities to lower costs.

1.2.6 Outage Prediction Application

The Outage Prediction Application uses a configured user interface and application program interfaces (APIs) to provide Client with weather-related outage predictions that may occur within Client's service territory. The outage predictions from this Cloud Service are designed to assist Client in assessing the impact of weather on Client's utility system and determining the appropriate level of response required to mitigate the impact of the predicted incoming weather.

1.2.7 Maximo Vegetation Management

Maximo Vegetation Management enables Client to access vegetation-related analytics that utilize high-resolution datasets integrated with proprietary analytical models to provide a current assessment of the vegetation in Client's service territory. High-resolution imagery datasets ("Imagery Datasets") include, within Client's area of interest, Client's Linear Miles of assets, such as power lines, to be compared against imagery of vegetation derived from either (i) high resolution satellite imagery, or (ii) Light Detection and Ranging (LiDAR) data.

Maximo Vegetation Management is designed to:

- Provide the ability to visualize vegetation insights and associated key performance indicators (KPIs).
- Detect vegetation within a specified buffer around the assets.
- Estimate the average and maximum height for the vegetation detected within the buffer around the assets.
- Calculate KPIs for each corridor, such as length of corridor, area of corridor, calculations related to distance between vegetation and asset, total area of vegetation within a specific distance of the asset, and percentage of vegetation within a specific distance of the asset.
- Provide KPIs to plan, schedule, and complete vegetation management work.

Maximo Vegetation Management Imagery

Maximo Vegetation Management requires Client to supply imagery for analysis or to acquire a single-use imagery collection through the separate purchase of one of the following set-up services:

- a. IBM Maximo Vegetation Management Satellite30
High-resolution, 30-centimeter satellite imagery sourced from a third party on behalf of Client for use by IBM. Imagery is processed by IBM to provide Client with vegetation insights for provided assets in Client's area of interest.
- b. IBM Maximo Vegetation Management Satellite50
High-resolution, 50-centimeter satellite imagery sourced from a third party on behalf of Client for use by IBM. Imagery is processed by IBM to provide Client with vegetation insights for provided assets in Client's area of interest.
- c. IBM Vegetation Management LiDAR 500 Locations
LiDAR point data provided for the specified square miles of Client's Area of Interest (AOI), processed and calibrated, delivered along the corresponding digital terrain map data.
- d. IBM Vegetation Management LiDAR 500 Records
The calibrated point data is further processed within a buffered area along the Client's linear assets. This classification resolves the point data into categories such as vegetation, wires, poles, structures, and roads.

1.2.8 Maximo Monitor Application

The Maximo Monitor Application enables connectivity to devices and operational technology systems and allows application of analytics and AI-based anomaly detection and the building and configuring of custom dashboards.

Maximo Monitor Application Options

The following options may be purchased for use with Maximo Monitor.

Options	Description
Production Database Replica	Provides a second database schema that uses native database replication to create a read-only copy of the Production Environment database.

1.2.9 Maximo Predict Application

The Maximo Predict Application helps identify and manage asset reliability risks that could adversely affect plant or business operations. The solution enables organizations to apply machine learning and analytics to improve maintenance strategies.

1.2.10 Maximo Visual Inspection Application

The Maximo Visual Inspection Application enables building AI computer vision models with high levels of accuracy and deploying them for various asset monitoring and inspection purposes, including at the edge.

1.2.11 Maximo Collaborate Application

The Maximo Collaborate Application enables asset managers, maintenance managers, and equipment manufacturers to obtain greater availability, reliability, and productivity from critical assets, and implement maintenance and repair procedures more effectively.

1.2.12 Maximo Inventory Optimization Application

The Maximo Inventory Optimization Application is an inventory management and optimization platform that combines statistical analyses, prescriptive analytics, and optimization algorithms to help users in asset-intensive industries improve margins, increase service levels, and minimize unplanned downtime.

1.2.13 Maximo Real Estate and Facilities Application

The Maximo Real Estate and Facilities Application is a solution to manage the lifecycle of real estate and facilities and provides the following functions.

Function	Description
Capital Projects	Provides capital project planning; enables identification of funding priorities within capital programs; provides integrated processes and analytics.
Energy Management	Enables management of enterprise carbon accounting and environmental investment analysis; provides financial and environmental impact analysis to improve capital planning; provides financial and environmental impact analysis to improve capital planning; provides analytics to identify potential work tasks for equipment.
Facility Condition Maintenance	Enables condition-based facility assessments; provides financial and environmental impact analysis to help with capital planning; enables management of facilities maintenance service requests; automates facility maintenance services; enables the use of business analytics to track performance of facilities, assets, resources and facility maintenance processes.
Real Estate Management	Provides transaction management, lease administration and lease accounting; enables the use of business analytics to track performance of real estate assets, leases, providers and processes.
Space Management	Enables identification of opportunities for better facility utilization and occupancy management; department accountability for space use; viewing uploaded floor plans; assisting with relocation processes; analyzing strategic space planning; space and asset reservation management; tracking budgets, costs and schedules.
Document Manager	Enables management and maintenance of documents within the Cloud Service.

Maximo Real Estate and Facilities Options

The following options may be purchased for use with Maximo Real Estate and Facilities.

Options	Description
Production Database Replica	Provides a second database schema that uses native database replication to create a read-only copy of the Production Environment database. Available in Standard and Premium Editions.
Leases	Provides additional Production Environment capacity to support the processing of leases.
Reservation Users	Provides additional Production Environment capacity to support space and asset reservation management.

1.2.14 Maximo AI Service

The Maximo AI Service is an integrated add-on that powers AI-enabled capabilities across the Maximo Application Suite, delivering scalable insights, task automation, and agent-driven workflows. It serves as the core engine for AI capabilities, leveraging watsonx to support foundation model integration.

1.2.15 Maximo Envizi ESG Suite

The Envizi ESG Suite provides for the collection, consolidation, storage, and management of Client Content related to energy, carbon, environmental, and sustainability performance.

Data Management Base or Interval Metering Base is required and includes:

- 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 (KPIs) 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.

Maximo Envizi ESG Suite provides the following functions.

Function	Description
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.
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.
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.
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.
Emissions Management – Target Setting and Tracking	Captures and tracks performance against consumption, emissions, energy, cost, and intensity targets.
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.
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.
ESG Reporting – Surveys and Assessments	Allows survey participants to enter ESG Performance related data to collect and analyze ESG metrics for Client's reporting purposes.
Decarbonization – Sustainability Program Tracking	Tracks and reports on Client's sustainability and energy efficiency related programs.
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
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.

Maximo Envizi ESG Suite Options

The following options may be purchased for use with Maximo Envizi ESG Suite.

Options	Description
API Access AddOn	Provides direct API access to the Cloud Service in the form of reports in the JSON format.
Connector AddOn	Connectors provide for bulk Content ingestion into the Cloud Service from external data sources.
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.
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 option includes: • 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.
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 functions 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 • Emissions Management – Scope 3 Supply Chain Intelligence • The Energy Star and GRESB API integration which is part of ESG Reporting – Building Ratings and Benchmarks • 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.

1.3 Consumption Model

The Cloud Service provides a common unit of consumption, called an AppPoint. AppPoints allow the Client to direct the consumption of each Application as needed. Each Edition has an initial minimum purchase quantity which provides the following base usage volumes. These base usage volumes are "Reserved" and consist of Base Install and Application Install AppPoints. Reserved means that the AppPoints identified are permanently allocated to the Applications shown below and cannot be changed or exchanged for use of another Application. Base Install is for the set up and ongoing maintenance of the Cloud Service Environment and core services. Application Install is for the set up, hosting, and ongoing maintenance of the Application and its related resources.

Purchase of additional AppPoints provides a method to expand the base usage volume by purchasing additional usage volume. Additional AppPoints can be used for options in each Edition, allowing the Client to direct usage as needed.

Maximo IT Clients must separately purchase the required amount of IBM Maximo IT as a Service AppPoints for the term of the Cloud Service subscription.

Maximo User AppPoints

Users of Maximo Manage, Maximo Health, Maximo IT as a Service, Maximo Monitor, Maximo Predict, Maximo Visual Inspection, Maximo Collaborate, and Maximo Real Estate and Facilities are categorized as Self Service, Limited, Base, or Premium. User AppPoints consumption is determined by User type, regardless of the number of Applications accessed, as follows:

For each Limited User:

- Five (5) AppPoints per Concurrent User or
- Two (2) AppPoints per Authorized User

For each Base User:

- Ten (10) AppPoints per Concurrent User or

- Three (3) AppPoints per Authorized User

For each Premium User:

- Fifteen (15) AppPoints per Concurrent User or
- Five (5) AppPoints per Authorized User

The following sections define what is included with each Edition and the how additional consumption is calculated.

1.3.1 Essentials Edition

All Essentials Edition Applications are subject to the following limits:

- Client may select one (1) of the Essentials Editions configurations.
- Client may select one option from a set of preferred regions in which to deploy the Cloud Service.
- Direct access to the Production Environment database is not permitted.
- A maximum of one (1) VPN is allowed.

Maximo Maintenance Essentials

Maximo Maintenance Essentials requires an initial minimum purchase quantity of one hundred fifty (150) AppPoints, which includes one hundred (100) Base Install AppPoints. It provides the following base usage volumes. Additional AppPoints can be purchased to increase the entitled usage volumes.

Application	Base Usage Volume (150 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Manage Maximo Health Maximo Mobile	• One (1) Production Environment • Fifty (50) AppPoints for Users • One hundred (100) Work Orders per hour • One thousand (1,000) Maximo Health formula Scores per hour	• A maximum of one (1) non-production environment, which equals forty-eight (48) AppPoints, may be purchased. • A maximum of fifty (50) additional AppPoints for Users may be purchased.

Maximo Maintenance Essentials is subject to the following additional limits:

- The only Manage Industry Solutions permitted are Oil & Gas, Transportation, and Utilities.
- The only Manage AddOns permitted are Health Safety & Environment, Service Provider, and Spatial.

Maximo Inspection Essentials

Maximo Inspection Essentials requires an initial minimum purchase quantity of one hundred seventy-five (175) AppPoints, which includes one hundred (100) Base Install AppPoints. It provides the following base usage volumes. Additional AppPoints can be purchased to increase the entitled usage volumes.

Application	Base Usage Volume (175 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Visual Inspection	• One (1) Production Environment • Fifty (50) AppPoints for Users • Capacity to train one (1) Model at a time • Five (5) Client Devices • Ten thousand (10,000) Inferences per hour • Five hundred (500) gigabytes (GB) of Storage	• A maximum of fifty (50) additional AppPoints for Users may be purchased.

Maximo Lease Management Essentials

Maximo Lease Management Essentials requires an initial minimum purchase quantity of one hundred fifty (150) AppPoints, which includes one hundred (100) Base Install AppPoints. It provides the following base usage volumes. Additional AppPoints can be purchased to increase the entitled usage volumes.

Application	Base Usage Volume (150 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Real Estate and Facilities Real Estate Management	- One (1) Production Environment - Forty (40) AppPoints for Users - Five hundred (500) Leases	- A maximum of one (1) non-production environment, which equals forty-eight (48) AppPoints, may be purchased. - A maximum of sixty (60) additional AppPoints for Users may be purchased. - Capacity to manage an additional fifty (50) Leases equals one (1) AppPoint. A maximum of ten (10) additional Lease capacity AppPoints may be purchased.

Maximo Space Management Essentials

Maximo Space Management Essentials requires an initial minimum purchase quantity of one hundred fifty (150) AppPoints, which includes one hundred (100) Base Install AppPoints. It provides the following base usage volumes. Additional AppPoints can be purchased to increase the entitled usage volumes.

Application	Base Usage Volume (150 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Real Estate and Facilities Space Management	- One (1) Production Environment - Forty (40) AppPoints for Users - Two thousand (2,000) reservations	- A maximum of one (1) non-production environment, which equals forty-eight (48) AppPoints, may be purchased. - A maximum of sixty (60) additional AppPoints for Users may be purchased.

Maximo Capital Projects Essentials

Maximo Capital Projects Essentials requires an initial minimum purchase quantity of one hundred fifty (150) AppPoints, which includes one hundred (100) Base Install AppPoints. It provides the following base usage volumes. Additional AppPoints can be purchased to increase the entitled usage volumes.

Application	Base Usage Volume (150 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Real Estate and Facilities Capital Projects	- One (1) Production Environment - Fifty (50) AppPoints for Users	- A maximum of one (1) non-production environment, which equals forty-eight (48) AppPoints, may be purchased. - A maximum of fifty (50) additional AppPoints for Users may be purchased.

Maximo Inventory Optimization Essentials

Maximo Inventory Optimization Essentials requires an initial minimum purchase quantity of one hundred forty (140) AppPoints, which includes sixty-five (65) Base Install AppPoints. It provides the following base usage volumes.

Application	Base Usage Volume (140 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Inventory Optimization	- One (1) Production Environment - Inventory value up to USD \$50 million	None

Maximo Inventory Optimization Essentials Clients must separately purchase a one-week engagement of IBM Maximo Inventory Optimization services.

Inventory size is converted to US Dollars (USD) by Asset Conversion Units (ACUs). ACU is a currency-independent measure of an Asset amount as converted into ACUs in accordance with the conversion unit table at http://www.ibm.com/software/passportadvantage/conversion_unit_table.html. The result of the ACU conversion is the USD equivalent used in the table above to determine the AppPoints required.

Maximo AI Service Essentials

Maximo AI Service Essentials is available for addition to select Essentials Edition configurations and requires an initial minimum purchase quantity of twenty (20) AppPoints. It provides the following base usage volumes.

Application	Base Usage Volume (20 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo AI Service	- One (1) Production Environment connection - Two million (2,000,000) Content Tokens	A maximum of one (1) non-production environment connection, which equals twelve (12) AppPoints, may be purchased.

1.3.2 Standard Edition

Standard Edition deployments, excluding Maximo Maintenance Cost Insights, Outage Prediction, Maximo AI Service, and Maximo Envizi ESG Suite, require an initial purchase quantity of one hundred (100) Base Install AppPoints.

All Standard Edition Applications, excluding Maximo Inventory Optimization, are subject to the following limits:

- Client may select one option from a set of preferred regions in which to deploy the Cloud Service.
- Direct access to the Production Environment database is not permitted.
- A maximum of three (3) non-production environments is allowed.
- A maximum of one (1) VPN is allowed.
- Allowlisting, which grants Application access to trusted entities, is available for one hundred (100) AppPoints.

Maximo Manage

Maximo Manage requires an initial minimum purchase quantity of two hundred (200) AppPoints, which includes one hundred fifty (150) Application Install AppPoints. It provides the following base usage volumes.

Application	Base Usage Volume (200 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Manage	- One (1) Production Environment - Fifty (50) AppPoints for Users	- One (1) read-only Production Environment Replica Database equals fifty (50) AppPoints. - One (1) non-production environment equals seventy (70) AppPoints. - Optimizer Limited deployed in the Production Environment equals sixty (60) AppPoints. - Optimizer Limited deployed in one (1) non-production environment equals twenty (20) AppPoints. - Asset Investment Planning deployed in the Production Environment equals two hundred (200) AppPoints. - Asset Investment Planning deployed in one (1) non-production environment equals sixty-seven (67) AppPoints.

To deploy Maximo Manage with a database other than Db2 requires additional AppPoints, determined by the size of the deployment and options selected.

Alternate Database	Deployment Item	Additional AppPoints
MS SQL	Production Environment	- Up to fifty (50) Concurrent users or up to one hundred fifty (150) Authorized users equals one hundred seventy-five (175) AppPoints. - Fifty-one (51) to one hundred (100) Concurrent users or one hundred fifty-one (151) to three hundred (300) Authorized users equals four hundred thirty-five (435) AppPoints. - One hundred one (101) to two hundred fifty (250) Concurrent users or three hundred one (301) to seven hundred fifty (750) Authorized users equals nine hundred (900) AppPoints. - Two hundred fifty-one (251) to five hundred (500) Concurrent users or seven hundred fifty-one (751) to one thousand five hundred (1,500) Authorized users equals one thousand six hundred eighty (1,680) AppPoints. - Five hundred one (501) or more Concurrent users or one thousand five hundred one (1,501) or more Authorized users equals one thousand six hundred eighty (1,680) AppPoints plus four hundred twenty (420) AppPoints per five hundred (500) Concurrent users above five hundred (500) or per one thousand five hundred (1,500) Authorized users above one thousand five hundred (1,500).
	Non-Production Environment	For each non-production environment: - Up to five hundred (500) Concurrent users or up to one thousand five hundred (1,500) Authorized users equals one hundred (100) AppPoints. - Five hundred and one (501) or more Concurrent users or one thousand five hundred and one (1,501) or more Authorized users equals one hundred (100) AppPoints plus one hundred twenty-five (125) AppPoints per five hundred (500) Concurrent users above five hundred (500) or per one thousand five hundred (1,500) Authorized users above one thousand five hundred (1,500).

Alternate Database	Deployment Item	Additional AppPoints
	Read-only Production Environment Replica Database	- Up to fifty (50) Concurrent users or up to one hundred fifty (150) Authorized users equals three hundred (300) AppPoints. - Fifty-one (51) to one hundred (100) Concurrent users or one hundred fifty-one (151) to three hundred (300) Authorized users equals five hundred seventy-five (575) AppPoints. - One hundred one (101) to two hundred fifty (250) Concurrent users or three hundred one (301) to seven hundred fifty (750) Authorized users equals one thousand one hundred sixty (1,160) AppPoints. - Two hundred fifty-one (251) to five hundred (500) Concurrent users or seven hundred fifty-one (751) to one thousand five hundred (1,500) Authorized users equals two thousand three hundred seventy-five (2,375) AppPoints. - Five hundred and one (501) or more Concurrent users or one thousand five hundred one (1,501) or more Authorized users equals two thousand three hundred seventy-five (2,375) AppPoints plus six hundred (600) AppPoints per five hundred (500) Concurrent users above five hundred (500) or per one thousand five hundred (1,500) Authorized users above one thousand five hundred (1,500).

Maximo Health

Maximo Health requires Maximo Manage and requires an initial minimum purchase quantity of one (1) AppPoint and zero (0) additional Application Install AppPoints. It provides the following base usage volumes.

Application	Base Usage Volume (1 Reserved AppPoint)	Additional AppPoints (Flexible)
Maximo Health	- One (1) Production Environment - One thousand (1,000) Maximo Health formula Scores per hour	- One thousand (1,000) Maximo Health Scores per hour equals one (1) AppPoint. - Maximo Models for Electrical Distribution deployed in the Production Environment equals two hundred (200) AppPoints. - Maximo Models for Electrical Distribution deployed in one (1) non-production environment equals fifty (50) AppPoints. - One (1) Maximo Models for Electrical Distribution Model equals five (5) AppPoints.

Maximo IT as a Service (Maximo IT)

Maximo IT as a Service Clients must separately purchase the required amount of IBM Maximo IT as a Service AppPoints for the term of the Cloud Service subscription.

Maximo IT requires Maximo Manage and an initial minimum purchase quantity of one hundred (100) AppPoints, which includes fifty (50) Application Install AppPoints. It provides the following base usage volumes.

Application	Base Usage Volume (100 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo IT	- One (1) Production Environment - Fifty (50) AppPoints for Users	One (1) non-production environment equals twenty (20) AppPoints.

Maximo Maintenance Cost Insights

Maximo Maintenance Cost Insights requires Maximo Manage and eighty (80) Application Install AppPoints. It provides the following base usage volumes.

Application	Base Usage Volume (80 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Maintenance Cost Insights	One (1) Instance	None

Outage Prediction

Outage Prediction requires an initial minimum purchase quantity of three hundred (300) AppPoints, which includes one hundred (100) Application Install AppPoints. The AppPoints Reserve Period for the base usage is twelve (12) months. It provides the following base usage volumes.

Application	Base Usage Volume (300 Reserved AppPoints)	Additional AppPoints (Flexible)
Outage Prediction	Twenty thousand (20,000) Linear Miles of distribution	- Twenty thousand one (20,001) to one hundred thousand (100,000) Linear Miles of distribution equals three hundred (300) AppPoints plus five (5) AppPoints per one thousand (1,000) Linear Miles of distribution greater than twenty thousand (20,000). - One hundred thousand and one (100,001) or more Linear Miles of distribution equals seven hundred (700) AppPoints plus one (1) AppPoint per two thousand (2,000) Linear Miles of distribution greater than one hundred thousand (100,000).

Maximo Vegetation Management

Maximo Vegetation Management requires an initial minimum purchase quantity of two hundred fifty (250) AppPoints. The AppPoints Reserve Period for the base usage is twelve (12) months. It provides the following base usage volumes.

Application	Base Usage Volume (250 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Vegetation Management	Twenty thousand (20,000) Linear Miles of distribution	- Twenty thousand one (20,001) to one hundred thousand (100,000) Linear Miles of distribution equals two hundred fifty (250) AppPoints plus five (5) AppPoints per four thousand (4,000) Linear Miles of distribution greater than twenty thousand (20,000). - One hundred thousand and one (100,001) or more Linear Miles of distribution equals three hundred fifty (350) AppPoints plus three (3) AppPoints per four thousand (4,000) Linear Miles of distribution greater than one hundred thousand (100,000).

Client must supply imagery for use with Maximo Vegetation Management or purchase it separately from IBM.

Maximo Vegetation Management Imagery

Maximo Vegetation Management Clients must supply imagery or purchase the required amount of Maximo Vegetation Management Imagery AppPoints. Maximo Vegetation Management Imagery AppPoints can only be utilized for acquiring the applicable imagery options as follows:

Imagery Option	Reserved AppPoints
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IBM Maximo Vegetation Management Satellite30 500 Locations	Five hundred fifty (550) AppPoints per five hundred (500) Locations.
IBM Maximo Vegetation Management Satellite50 500 Locations	Three hundred fifty-five (355) AppPoints per five hundred (500) Locations.
IBM Maximo Vegetation Management LiDAR 500 Locations	The minimum purchase quantity is two thousand (2,000) Locations which equals eleven thousand one hundred seventy-four (11,174) AppPoints. AppPoints for additional Locations are calculated in consultation with IBM.
IBM Maximo Vegetation Management LiDAR 500 Records	The minimum purchase quantity is two thousand (2,000) Records which equals two thousand eight hundred twenty-seven (2,827) AppPoints. AppPoints for additional Records are calculated with consultation with IBM.

Maximo Monitor

Maximo Monitor requires Maximo Manage and an initial minimum purchase quantity of four hundred one (401) AppPoints, which includes three hundred (300) Application Install AppPoints. It provides the following base usage volumes.

Application	Base Usage Volume (401 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Monitor	- One (1) Production Environment - One hundred (100) I/O Points	- One (1) read-only Production Environment Replica Database equals fifty (50) AppPoints. - One (1) non-production environment equals one hundred (100) AppPoints. - One thousand (1,000) I/O Points equals ten (10) AppPoints.

Maximo Predict

Maximo Predict requires Maximo Health and Maximo Monitor and an initial minimum purchase quantity of three hundred six (306) AppPoints, which includes three hundred (300) Application Install AppPoints. Maximo Predict provides the following base usage volumes.

Application	Base Usage Volume (306 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Predict	- One (1) Production Environment - One (1) Predict Model - One thousand (1,000) Maximo Predict Scores per hour	- One (1) non-production environment equals one hundred (100) AppPoints. - One (1) Predict Model equals five (5) AppPoints. - One thousand (1,000) Maximo Predict Scores per hour equals one (1) AppPoint.

Maximo Visual Inspection

Maximo Visual Inspection requires an initial minimum purchase quantity of four hundred seven (407) AppPoints, which includes three hundred (300) Application Install AppPoints. It provides the following base usage volumes.

Application	Base Usage Volume (407 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Visual Inspection	- One (1) Production Environment - Capacity to train one (1) Visual Inspection Model at a time - One thousand (1,000) Maximo Visual Inspection Inferences per hour - One (1) Visual Inspection Client Device	- One (1) non-production environment equals one hundred (100) AppPoints. - Capacity to train one (1) Visual Inspection Model equals five (5) AppPoints. - One thousand (1,000) Maximo Visual Inspection Inferences per hour equals one (1) AppPoint. - One (1) Visual Inspection Client Device equals one (1) AppPoint.

Maximo Collaborate

Maximo Collaborate requires an initial minimum purchase quantity of four hundred (400) AppPoints, which includes three hundred (300) Application Install AppPoints. It provides the following base usage volumes.

Application	Base Usage Volume (400 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Collaborate	One (1) Production Environment	One (1) non-production environment equals one hundred (100) AppPoints.

Maximo Inventory Optimization

Maximo Inventory Optimization requires an initial minimum purchase quantity of one hundred twenty-five (125) AppPoints, which includes fifty (50) Application Install AppPoints. It provides the following base usage volumes.

Application	Base Usage Volume (125 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Inventory Optimization	- One (1) Production Environment - One (1) pre-production environment - Inventory size up to USD \$25 million	- One (1) additional production environment, which includes one (1) pre-production environment, equals one hundred seventy-five (175) AppPoints. - One (1) additional pre-production environment equals fifty (50) AppPoints. - Inventory sizes of USD \$26 million to USD \$99 million equals three (3) AppPoints per one million US Dollars in Inventory greater than USD \$25 million. - Inventory sizes of USD \$100 million to USD \$499 million equals two hundred twenty-two (222) AppPoints plus two (2) AppPoints per one million US Dollars in Inventory greater than USD \$99 million. - Inventory sizes of USD \$500 million and greater equals one thousand twenty-two (1,022) AppPoints plus one (1) AppPoint per one million US Dollars in Inventory greater than USD \$499 million.

Maximo Inventory Optimization Standard Edition Clients must separately purchase IBM Maximo Inventory Optimization Services for a term equal to the term of the Cloud Service subscription.

Inventory size is converted to US Dollars (USD) by Asset Conversion Units (ACUs). ACU is a currency-independent measure of an Asset amount as converted into ACUs in accordance with the conversion unit table at http://www.ibm.com/software/passportadvantage/conversion_unit_table.html. The result of the ACU conversion is the USD equivalent used in the table above to determine the AppPoints required.

Maximo Inventory Optimization is not eligible for Premium Edition deployment.

Maximo Real Estate and Facilities

Maximo Real Estate and Facilities requires an initial minimum purchase quantity of two hundred eighty (280) AppPoints, which includes two hundred thirty (230) Application Install AppPoints. It provides the following base usage volumes.

Application	Base Usage Volume (280 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo Real Estate and Facilities	- One (1) Production Environment - Fifty (50) AppPoints for Users	- One (1) read-only Production Environment Replica Database equals fifty (50) AppPoints. - One (1) non-production environment, with capacity to support up to 30 users and to manage a maximum of one thousand (1,000) Leases, equals one hundred fifty (150) AppPoints.

Application	Base Usage Volume (280 Reserved AppPoints)	Additional AppPoints (Flexible)
		Leases • Lease capacity is sold in lots of one thousand (1,000) Leases. • Capacity to manage up to one thousand (1,000) Leases equals twenty (20) AppPoints. • Capacity to manage one thousand one (1,001) to ten thousand (10,000) Leases equals twenty (20) AppPoints plus seventy (70) AppPoints per 1,000 Leases greater than one thousand (1,000). • Capacity to manage ten thousand one (10,001) to forty thousand (40,000) Leases equals six hundred thirty (630) AppPoints plus twenty-five (25) AppPoints per 1,000 Leases greater than ten thousand (10,000). • Capacity to manage forty thousand and one (40,001) or more Leases equals one thousand three hundred eighty (1,380) AppPoints plus fifteen (15) AppPoints per 1,000 Leases greater than forty thousand (40,000). Reservations • Capacity to manage reservations for up to ten thousand (10,000) users, including room panels, equals fifty (50) AppPoints. • Capacity to manage reservations for ten thousand one (10,001) to one hundred thousand (100,000) users, including room panels, equals two hundred fifty (250) AppPoints. • Capacity to manage reservations for one hundred thousand one (100,001) or more users, including room panels, equals three hundred (300) AppPoints. Document Manager Document Manager is subject to the following storage capacity limits based on the quantity of users or Leases. • Up to two hundred (200) Concurrent Users or one thousand eight hundred (1,800) active Leases, two hundred fifty (250) gigabytes of storage. • Up to four hundred fifty (450) Concurrent Users or eighteen thousand (18,000) active Leases, five hundred (500) gigabytes of storage. • More than four hundred fifty (450) Concurrent Users or eighteen thousand (18,000) active Leases, one (1) terabyte of storage.

Maximo AI Service

Maximo AI Service requires an initial minimum purchase quantity of twenty-eight (28) AppPoints. It provides the following base usage volumes.

Application	Base Usage Volume (28 Reserved AppPoints)	Additional AppPoints (Flexible)
Maximo AI Service	- One (1) Production Environment connection - Four million (4,000,000) Content Tokens	- One (1) non-production environment connection equals eighteen (18) AppPoints. - Two million Content Tokens equals one (1) AppPoint.

Maximo Envizi ESG Suite

Maximo Envizi ESG Suite does not require Base Install AppPoints but does require Data Management Base or Interval Metering Base at the following initial minimum purchase quantity.

Application	Deployment Item	Additional AppPoints (Flexible)
Maximo Envizi ESG Suite	Data Management Base with capacity for one thousand (1,000) Accounts, equals eighty-three (83) AppPoints.	- Capacity for one thousand and one (1,001) to five thousand (5,000) Accounts equals an additional fifty (50) AppPoints. - Capacity for five thousand and one (5,001) to fifteen thousand (15,000) Accounts equals an additional sixty-seven (67) AppPoints. - Capacity for fifteen thousand and one (15,001) to one hundred thousand (100,000) Accounts equals and additional one hundred thirty-three (133) AppPoints.
	Interval Metering Base equals eighteen (18) AppPoints	None
	- Emissions Management – Scope 1 & 2 GHG Accounting and Reporting equals forty-three (43) AppPoints. - Requires Data Management Base	None
	- Emissions Management – Scope 3 GHG Accounting and Reporting equals forty-three (43) AppPoints. - Requires Data Management Base	None
	- Emissions Management – Scope 3 Supply Chain Intelligence for ten thousand (10,000) Products equals sixty-seven (67) AppPoints. - Requires Emissions Management – Scope 3 GHG Accounting and Reporting	- Each additional four hundred fifty (450) Products equals one (1) AppPoint. - When the total number of entitled Products exceeds fifty thousand (50,000), each additional six hundred (600) Products equals one (1) AppPoint.
	- Emissions Management – Scope 3 Supply Chain Intelligence Supplier Engagement for five hundred (500) Engaged Suppliers equals thirty-three (33) AppPoints. - Requires Emissions Management – Scope 3 Supply Chain Intelligence	- Each additional ninety (90) Engaged Suppliers equals one (1) AppPoint. - When the total number of Engaged Suppliers exceeds five thousand (5,000), each additional one hundred twenty (120) Engaged Suppliers equals one (1) AppPoint.
	- Emissions Management – Target Setting and Tracking equals twenty-five (25) AppPoints. - Requires Emissions Management – Scope 1 & 2 GHG Accounting and Reporting, or - Emissions Management – Scope 3 GHG Accounting and Reporting, or - Decarbonization – Utility Bill Analytics	None

	- ESG Reporting – ESG Reporting Frameworks equals forty-two (42) AppPoints. - Requires Emissions Management – Scope 1 & 2 GHG Accounting and Reporting	None
	- ESG Reporting – Building Ratings and Benchmarks equals twenty-five (25) AppPoints. - Requires Data Management Base	None
	- ESG Reporting – Surveys and Assessments equals fifty-three (53) AppPoints. - Requires Emissions Management – Scope 1 & 2 GHG Accounting and Reporting, or - Emissions Management – Scope 3 GHG Accounting and Reporting, or - Decarbonization – Utility Bill Analytics	None
	- Decarbonization – Sustainability Program Tracking equals thirty-two (32) AppPoints. - Requires Emissions Management – Scope 1 & 2 GHG Accounting and Reporting, or - Emissions Management – Scope 3 GHG Accounting and Reporting, or - Decarbonization – Utility Bill Analytics	None
	- Decarbonization – Utility Bill Analytics equals twenty-five (25) AppPoints. - Requires Data Management Base	None
	- Decarbonization – Interval Meter Analytics for ten (10) Meters equals twelve (12) AppPoints. - Requires Interval Metering Base or - Data Management Base	Each additional six (6) Meters equals two (2) AppPoints.
	AddOns	- API Access AddOn equals twelve (12) AppPoints. - Connector AddOn equals fifteen (15) AppPoints per one (1) Connector. - Data Export AddOn equals twelve (12) AppPoints. - Planning Analytics AddOn equals twenty-three (23) AppPoints. - Sandbox Environment AddOn equals AppPoints equal to fifty (50) percent of the AppPoints entitled for Data Management Base.

1.3.3 Premium Edition

Premium Edition deployments require the purchase of at least one (1) Application at the quantity of AppPoints described in the Standard Edition section above and require an additional purchase quantity of five hundred (500) Base Install AppPoints for the Production Environment and three hundred (300) Base Install AppPoints for each non-production environment. In addition, all Premium Edition Clients must separately purchase:

- IBM MAS SaaS Premium Edition Operational Services for a term equal to the term of the Cloud Service subscription.
- IBM Maximo Application Suite as a Service Advanced Support for a minimum initial term of 12 months.

All Premium Edition Applications are subject to the following limits:

- Client may select one option from a set of preferred regions in which to deploy the Cloud Service.
- Direct access to the Production Environment database is not permitted.

All Premium Edition deployments include the following features:

- Deployment validation for Clients in regulated industries.
- The option to defer Application upgrades within a window determined by the type of the deployment and communicated by IBM.
- Extended retention of database backups. At Client's request, database backups will be retained for up to one (1) year.

Additional AppPoints can be purchased to implement the following optional features:

Premium Edition Feature	Additional AppPoints (Flexible)
Multiple Virtual Private Networks (VPNs)	One (1) VPN is included in each Premium Edition deployment. Each additional VPN equals twenty-five (25) AppPoints.
Non-shared Cluster Deployment	Deployment into a non-shared cluster equals one thousand (1,000) additional Application Install AppPoints.

Non-shared Premium Edition deployments include the following features:

- The option to defer Application upgrades according to IBM's long term support release schedule. The Cloud Service must always be on a version that is eligible for base support. Software utilized by the Cloud Service (e.g., RedHat OpenShift or IBM CloudPak for Data) has its own release cycle. All software utilized by the Cloud Service must be a version that is eligible for base support.
IBM will determine and communicate when and how emergency fixes and updates will occur. No deferrals or exceptions are allowed.

Additional AppPoints can be purchased to implement the following optional non-shared deployment features:

Premium Edition Non-Shared Cluster Feature	Additional AppPoints (Flexible)
Enhanced Disaster Recovery (Hot / Warm)	Enhanced disaster recovery equals two hundred (200) AppPoints plus AppPoints equal to those required for all Production Environment Applications, including Production Database Replicas.
Java and non-IBM code extensions	Reserved for existing Clients migrating to the Cloud Service and with extensions in their existing hosted environment, Java and non-IBM code extensions equals three hundred (300) AppPoints.

Maximo Manage

When deployed at the Premium Edition, the following Maximo Manage AppPoints requirements supersede those described in the Standard Edition section above.

Application	Additional AppPoints (Flexible)
Maximo Manage	- Optimizer Limited deployed in the Production Environment requires no AppPoints. - Optimizer Limited deployed in one (1) non-production environment requires no AppPoints. - Optimizer deployed in the Production Environment equals two hundred twenty (220) AppPoints. - Optimizer deployed in one (1) non-production environment equals one hundred ten (110) AppPoints. - Aviation Industry Solution deployed in the Production Environment equals three hundred (300) AppPoints. - Aviation Industry Solution deployed in one (1) non-production environment equals one hundred fifty (150) AppPoints. - Asset Configuration Manager deployed in the Production Environment equals three hundred (300) AppPoints. - Asset Configuration Manager deployed in one (1) non-production environment equals one hundred fifty (150) AppPoints.

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.

IBM Maximo Application Suite as a Service

<https://www.ibm.com/terms/?id=A4E6AD20074D11ECADF816E2FD273C71>

IBM Maximo Maintenance Cost Insights (also known as IBM Apptio Cloud Services)

<https://www.ibm.com/terms/?id=1E951ECEF0264E86AB2907C2DFDFCB81>

IBM Outage Prediction

<https://www.ibm.com/terms/?id=26A2DFDC03C94BCC90EE13D4E669AF6D>

IBM Maximo Vegetation Management

<https://www.ibm.com/terms/?id=7FF9F91C396A411A82EF888B1144299F>

IBM Maximo Inventory Optimization (also known as IBM MRO Inventory Optimization)

<https://www.ibm.com/terms/?id=23E49F50343511ED89D524E10733C3D5>

IBM Maximo AI Service

<https://www.ibm.com/terms/?id=60FAE89BF0A0498B8D67767CD81C7367>

IBM Maximo Envizi ESG Suite (also known as IBM Envizi ESG Suite)

<https://www.ibm.com/terms/?id=5DF45EE07ADD11EC8F143999C7A19C3A>

Emissions Management – Scope 3 Supply Chain Intelligence

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

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

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 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:

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

- Authorized User is a unique user authorized to access the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Client Device is a single user computing device or special purpose sensor or telemetry device that requests the execution of or receives for execution a set of commands, procedures, or applications from or provides data to another computer system that is typically referred to as a server or is otherwise managed by the server. A Client Device may have some processing capability or be programmable to allow a user to do work.
- Concurrent User is a user simultaneously accessing the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device, or application server) at any particular point in time. A person who is simultaneously accessing the Cloud Service multiple times counts only as a single Concurrent User.
- 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.).

- Content Token is a unit of input and output content such as individual words and subwords of a sentence.
- Engaged Supplier is a company or organization that has been enabled to log into the Supplier Portal.
- I/O Point is a data value written to the Maximo Monitor database by a distinct device with a frequency of no more than one write per minute.
- Inference is a classification or prediction output from a Maximo Visual Inspection Model and derived from processing image or video input with a frequency of no more than one classification or prediction per hour.
- Instance is each access to a specific configuration of the Cloud Services.
- Item is an occurrence of a specific item that is processed by, managed by, or related to the use of the Cloud Service. For Real Estate and Facilities, an Item is a Lease. For the purposes of determining the quantity of Leases, Leases with status values of Draft, Deleted, Expired, History, Null, Retired, Template or Terminated are not counted.
- Linear Mile is a calculation of linear miles of a Client's assets (such as power lines, rail lines).
- Location is a single physical site corresponding with a business address for such physical site accessing the Cloud Service.

For the purposes of Vegetation Management LiDAR, a Location is one (1) square mile of geography for LiDAR imagery and is sold in increments of 500 Locations.

- 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.
- Model is an algorithm that is trained by an Application to make classifications or predictions.
- 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.
- Replica Database is a synchronized copy of a single Application database made available to Client for read-only access.
- Record is a set of unique attributes for a specific item that is managed by, processed by, or related to the use of the Cloud Service.

For the purpose of Vegetation Management LiDAR, a Record is one (1) Linear Mile of Client's assets to be classified within the LiDAR imagery and is sold in increments of 500 Records.

- Score is a classification or prediction output from an Application Model with a frequency of no more than one classification or prediction per hour.
- Storage is the capacity required to retain digital information utilized, managed or processed by the Cloud Service or one of its Applications.
- Work Order is a record that contains information about work that must be performed.

4.2 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. 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 Enabling Software

The Cloud Service contains the following Enabling Software:

Maximo Visual Inspection

- MVI Edge

Maximo Inventory Optimization

Enabling Software	Applicable License Terms
IBM Maximo Inventory Optimization Connectors for IBM Maximo	https://www.ibm.com/terms/?id=L-CWNE-N9CH6B
IBM Maximo Inventory Optimization Connectors for SAP ECC	https://www.ibm.com/terms/?id=L-VTJP-NAT9HS
IBM Maximo Inventory Optimization Connectors for SAP S/4HANA	https://www.ibm.com/terms/?id=L-CJCJ-DB5V85

Maximo Real Estate and Facilities

- CAD Integrator
- BIM Integrator
- Outlook Plugin

Maximo Envizi ESG Suite Planning Analytics AddOn

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

5.2 Maximo Manage Limited User Restrictions

A Limited User accessing Manage functionality of the Cloud Service (a) can use all modules for the limited purpose of running and viewing reports, viewing records as read only, changing the status of records, and updating Work Orders and conducting Inspections assigned to the Maximo Manage Application Limited User; and (b) can use without restriction a maximum of three (3) Maximo modules (excluding Planning and Scheduling, Application Administration, Administration, Integration and Security and System Configuration).

5.3 Maximo Mobile Restrictions

- The IBM Maximo Mobile App ("App") downloaded from the Application Store(s) is designed for use with the Cloud Service. Client agrees to only use the App for that purpose.
- The App allows the user to take images of machines or other assets as part of using the Cloud Service. While this App is designed for images solely of assets, background may be inadvertently included. Client must ensure Client has all necessary permissions to take and use the images, including but not restricted to, permission to take images in the area in which Client is working.
Client is solely responsible for the images, voice recordings, annotations and the like which are taken by the App and used by the Cloud Service.
- IBM may push certain notifications to Client's copy of the App. Client agrees to receive such notifications.
- As part of the operation of the App, certain data may be transmitted and stored, including, but not limited to, user id, phone numbers, email addresses, digital signature, geolocations, camera (for images and video), audio and similar personal information. Client may also choose to include other data of a personal or sensitive nature. To the extent Client controls any such data, Client is responsible for adhering to all applicable data privacy regulations.
- Client's entitlement to the use of the App is based on the number of Maximo Manage users based on the AppPoints purchased.
- These terms override any terms and conditions presented by the App upon first use.

5.4 Upgrades, Fixes and Maintenance Outages

IBM shall, at its sole discretion, schedule planned maintenance outages and the installation of software emergency fixes, software updates and software upgrades for Essentials Edition, Standard Edition, and Premium Edition Cloud Service Environments. Clients do not have the option to opt out of, defer or reschedule them. Clients may influence the schedule of Premium Edition software upgrades as described above.

5.5 Maximo Inventory Optimization Extensions

Extensions are the software artifacts and configuration provided by the Client, or their authorized third party, to extend the Cloud Service by implementing the Client's business process flow, manage specific data needs, and provide Client specific branding, in support of the Client's business requirements. This can be, but not limited to, software code, database extensions, scripts or files, APIs, configurations, or other created to customize Client's utilization of the Cloud Service, including Integrations to third-party services or data sources. Extensions are the responsibility of the Client.

Extensions permit the Client to increase the scope of the Cloud Service to meet Client's business requirements. Extensions can be created by the Client against the officially supported extensions points (APIs) of the Cloud Service. Extensions are Content (as defined in Client's base IBM agreement for Cloud Services) provided by Client in the use of the Cloud Service and are not part of the Cloud Service. Client is responsible for the development, management, maintenance and support of all Extensions. Client may contract separately with IBM or a third-party contractor specifically authorized in writing by IBM to create/provide Extensions.

Extensions can come in the form of (but are not limited to): dashboards, KPIs, data processing rules, AI skills, data/service integrations.

a. Client-created Extensions are subject to the following additional terms and conditions:

- (1) IBM may require Client to perform performance tests specified by IBM. Client is required to provide timely design documents, functional test plans and results, performance test plans and results, and requested code or configuration to IBM.
- (2) IBM will review these documents and may identify issues to be resolved by Client. Client agrees to resolve all issues which IBM has determined to be gating issues, prior to go-live. IBM has the right to determine go-live readiness based on a review with the Client. IBM does not guarantee functional objectives or business results will align with Client requirements. IBM reserves the right to undertake any reviews at Client's expense.
- (3) Should any subsequent issues relating to extensions or configuration be identified post go-live IBM may require Client to rectify these issues and restrict usage of the Cloud Service until these issues are resolved.
- (4) Client agrees to have in place and maintain a program to prevent malware, including viruses, Trojan horses, denial-of-service and other disruptive and covert technologies from being included in the Extensions.
- (5) IBM may, but is not obligated to monitor and scan Extensions for security vulnerabilities and/or malicious activities (e.g. denial-of-service attacks). IBM may block the Extensions from any Cloud Service environment or suspend the Cloud Service until the security vulnerability or malicious activity issue is resolved.
- (6) Client is solely responsible for any third party commercial or open source software that may be part of the Extension in any form (e.g. an integrated 3rd party data or analytic), and Client will not use or implement any third party code the license for which may require IBM to release or otherwise make available all or part of its Application as open source.
- (7) Client is responsible to train and maintain staff with an appropriate knowledge and skill level to work with the Cloud Service and Extensions during the term of the subscription at Client's expense. Should it be determined by IBM that the Client is not able to perform its required tasks with reasonable assistance, IBM, at its sole discretion, may require that Client engage in hands-on knowledge transfer activities with IBM professional services personnel. Such knowledge transfer activities shall be at additional charge and at the Client's expense.
- (8) Any extensions created by Client will not be supported by IBM support processes.

- (9) Any interruption in the Cloud Service caused by Client extensions or configuration will not contribute to Service Level Agreement breaches.
- b. Client is responsible to deploy and perform all testing of Extensions in all Environments.
- c. Any additional work to be performed by IBM in support of Extensions, such as creation of Extensions or activation of other integrated components, may be described in a separate statement of work between IBM and Client, and will be subject to separate fees invoiced in accordance with the terms and fees contained in such a statement of work.
- d. Any additional usage on the Cloud Service created by Extensions (e.g., Records or Virtual Server Hours due to additional processing) will count toward Client usage entitlement.

5.6 Maximo Vegetation Management

5.6.1 License

For imagery or LiDAR data that Client licenses directly from IBM ("Vegetation Management Data"), Client is granted a nonexclusive limited license to use, reproduce, and display the Vegetation Management Data solely within Client's Enterprise subject to the restrictions and conditions in this Service Description.

5.6.2 Restrictions on Usage

- a. Client shall i) use commercially reasonable efforts to prevent any portion of the Vegetation Management Data from being collected or extracted from Client's computer systems, products or control ("Client's Custody") and ii) promptly notify IBM in writing of any known or reasonably suspected collection or extraction of Vegetation Management Data from Client's Custody, and in such case, the parties shall discuss in good faith a commercially reasonable plan for Client to mitigate any such activity and prevent any reoccurrence. In the event the parties are unable to agree upon such a plan, Client shall promptly delete all Vegetation Management Data from Client's Custody.
- b. Client acknowledges IBM may change the form or content of or eliminate segments of the Vegetation Management Data at any time in its sole discretion; provided, IBM will include Client in its communications to similarly situated customers regarding material changes in the Vegetation Management Data.
- c. Client acknowledges and agrees that results obtained by analyzing Vegetation Management Data are wholly advisory in nature and all actions and judgments taken with respect to the Vegetation Management Data provided are Client's sole responsibility. IBM does not warrant the accuracy or reliability of the Vegetation Management Data.
- d. Client is responsible for determining whether its use of the Vegetation Management Data is permissible for Client's purposes

5.6.3 Imagery Dataset Requirements

Client is responsible for providing accurate imagery of Client's Linear Miles of assets and square mileage of Client's area of interest of such assets. IBM will not be responsible for any delays, deficiencies, or additional costs arising from inaccurate or incomplete imagery provided by Client.

5.6.4 Termination of Service

Upon expiration or termination of Client's subscription, Client shall immediately cease all use of Vegetation Management Data and promptly delete all Vegetation Management Data from its systems.

5.7 Maximo Envizi ESG Suite

5.7.1 License

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.

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.

5.7.2 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.

5.7.3 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 organizations. The Cloud Service is not sponsored, endorsed, or promoted by these reporting frameworks organizations, nor does IBM endorse any of these reporting framework organizations.

5.7.4 Attribution

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

5.7.5 Maximo Envizi ESG Suite Attached File Storage Limitation

Client's attached file storage for all of the Maximo Envizi ESG Suite deployment items 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.

5.7.6 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.

5.7.7 Emissions Management—Scope 3 Supply Chain Intelligence

a. 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.

b. 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 million (2,000,000) per month for standard APIs and two hundred thousand (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 AI Technology Terms

a. Foundation and Embedding Models

The Cloud Service may include generative AI foundation models and/or embedding models as described in the documentation for the Cloud Service. Each foundation model and embedding model included with the Cloud Service will contain a model information document that provides information about that model ("Model Information"), including details on the model provider and applicable license terms. IBM-developed foundation and embedding models made available with the Cloud Service are considered part of the Cloud Service and cannot be used separately from the Cloud Service.

Client is prohibited from extracting the Model Weights of any model. “Model Weights” means the numerical values associated with the parameters of the training, optimization and performance of a model.

All Client inputs to a model, including by inferencing or prompting the model, and any content provided by the Client for further training of a model, including fine-tuning or prompt-tuning, are Client Content. Except as set forth in (c) (Output IP Indemnity) below, Client is solely responsible for Outputs generated by any model. IBM does not claim to have ownership rights to the Output. Unless separately authorized by Client through a voluntary feedback submission, IBM will not use the Client Content or model Outputs to train the foundation models or embedding models.

b. **AI Use Restrictions**

Client agrees not to, and not to direct or allow third parties, use foundation models in connection with the use of this Cloud Service : (i) for mass surveillance, racial profiling, or any use that violates or encourages the violation of basic human rights or other applicable laws and regulations; (ii) to distribute false, misleading, disparaging or obscene information or content; (iii) to provide fully automated decision making in connection use cases involving critical processes or the risk of loss of life, property or impact on an individual's legal rights; (iv) in a manner that impersonates another for deceptive purposes or conceals the fact a user is interacting with AI; or (v) to distribute or intentionally generate malware or other harmful code.

This Cloud Service is not intended for use in a high risk context as defined under the EU AI Act or other applicable regulations. If you chose to use it in such, please contact ChiefPrivacyOffice@ca.ibm.com.

c. **Output IP Indemnity**

IBM’s obligation to protect Client against third party claims as set forth in the applicable base agreement includes third party claims that the result generated by the Covered Model in response to a Client’s prompt or other input (collectively, “Output”) infringes that third party’s patent or copyright provided that (in addition to the exclusions and Client obligations provided in the relevant base agreement):

- (1) Client has a paid subscription to the Cloud Service or the Covered Model at the time Client generates the Output;
- (2) Client enables all available filters and logging features recommended by IBM in the product documentation or delivered with the Covered Model or in the Cloud Service, and Client Supplies information collected by such filters and features as requested by IBM in connection with a third party claim;
- (3) Client was using a supported version of the Covered Model;
- (4) the Output at issue was generated in connection with an Indemnified Use Case;
- (5) Client takes mitigating actions reasonably requested by IBM, which may include ceasing use of the allegedly infringing Output; and
- (6) Client had no reasonable basis to know that the Content or Output was infringing or likely to cause an infringement.

“**Covered Model**” means an IBM developed foundation model made available with the Cloud Service (“IBM Covered Model”).

“**Indemnified Use Cases**” means use within Client’s enterprise of an IBM Covered Model in a manner consistent with such model’s intended use as described in its published Model Information or other Transaction Documents (such as license information or program specifications).

All other terms of ‘a(a) **Foundation and Embedding Models**’ and the Liability and Intellectual Property Protection terms in the base agreement remain in effect.

5.9 Technology Previews

IBM may make certain pre-release models available to Client at no additional cost as a Preview Cloud Service for the purpose of evaluating its functionality and to provide feedback to IBM (“Technology Preview”). Technology Previews may have a limited set of features, are deployed on IBM Cloud and hosted in the Dallas data center. Other locations are not available.

Models available as Technology Preview are identified as such by the designation of “-rc” (release candidate) at the end of a model name; in the user interface next to the model name in the model gallery and in the Model Information; and in the API response.

Some Technology Preview models may be Non-IBM Products. By using a Technology Preview model that is a Non-IBM Product, Client accepts the applicable terms, including any associated obligations and use restrictions specified in the Model Information.

The Data Sheet as referenced in Section 2 does not apply to Technology Previews. Client is responsible for any Content input to the Technology Preview model and any decision to proceed with, or use, any output that are suggested by the Technology Preview model. IBM has no responsibility for any such output.

In exceptional circumstances it may be necessary for IBM to take steps to suspend or limit unreasonable use by Client of the Technology Preview.

6. Overriding Terms

6.1 Maximo Maintenance Cost Insights Data 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: IBM will not use or disclose the results arising from Client's use of the Cloud Service that are unique to Client's Content or that otherwise identify Client. IBM is permitted to use Client Content and other information that results from Content to provide, improve, manage, and secure the Cloud Services, and including for research, testing, and offering development purposes. In addition, IBM may use, modify, sublicense, and distribute Client Content and other information that results from Client Content for its business purposes provided such Client Content is aggregated with content from other customers and no longer contains any Client identifiers (so that the Content can no longer be attributed to Client without the use of additional information) and, provided, further that any Content subject to applicable privacy regulations will be rendered into a form that no longer constitutes personal data (i.e., removing identifiers so that Content can no longer be attributed to a specific individual). IBM may share threat identifiers and other security information embedded in Client personal data for threat detection and protection purposes. The provisions of this section will survive the termination or expiration of the transaction.

6.2 Maximo Inventory Optimization Data 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: IBM will not use or disclose the results arising from Client's use of the Cloud Service that are unique to Client's Content or that otherwise identify Client. IBM may however use Content and other information that results from Content in the course of managing and providing the Cloud Service provided that any data subject to applicable privacy regulations will be rendered into a form that no longer constitutes personal data. IBM will use Client's Content and other information that results from Content, excluding personal data, only for research, testing, and offering development. IBM may share threat identifiers and other security information embedded in Client personal data for threat detection and protection purposes. The provisions of this section will survive the termination or expiration of the transaction.

6.3 Maximo Envizi ESG Suite 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 6.3.a does not apply to Content provided in connection with Scope 3 Supply Chain Intelligence.
- 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.