



# IBM Cloud Services Agreement

## IBM Cloud Service Description: IBM Sterling B2B Services

The following is the Service Description for your Order:

### 1. Cloud Service Description

Cloud Service Description for the following Cloud Service offerings that you may order. Section 1.1 below is the base offering that you must order to use the IBM Sterling B2B Services, however Sections 1.2 through 1.6 below describe optional services that you may order. The offerings that you have ordered are specified in your Order Document. For the purpose of this Cloud Service the Order Document will consist of the Quotation that IBM presents to you, together with the Proof of Entitlement (PoE) that you will receive from IBM confirming that the Cloud Services have been provisioned, notifying you when invoicing will commence, and setting forth the beginning and end date for the term of the Cloud Service.

#### 1.1 IBM Sterling B2B Services

IBM Sterling B2B Service is a cloud-based, business-to-business (B2B) integration-as-a-service solution providing connectivity and collaboration between IBM clients and their trading partners. Your trading partners are organizational entities with which you have a business relationship. The Cloud Service is based upon a value added network (VAN) known as the IBM Sterling B2B Collaboration Network. The Cloud Service delivers visibility and control over the business processes shared with outside companies and can provide onboarding and community support for a client's trading partners.

The main component of the Cloud Service is **Transport**. The Cloud Service provides connectivity and collaboration with trading partners and delivers visibility and control over the business processes shared with outside companies. The Cloud Services include, but are not limited to, data transport, carbon copy, delimiter conversion, document clipping, and First-In-First-Out (FIFO) processing. IBM will establish the hardware, software, and communications for the Cloud Service. You and IBM each retain responsibility for access control, firewalls, user security, and hardware at their respective network entry point. As part of this Cloud Service, IBM will implement connectivity between you and IBM and will work with you during joint connectivity testing between you and IBM. As further set forth on the Order Document, IBM will provide mailboxes on the IBM B2B Collaboration Network, each of which is a private, electronic storage space that is assigned to you, allowing you to send, store, and receive electronic data. You may also choose to use mailslots, which are components of a mailbox that allows the drop off and pick up of data. IBM will retain and provide on-line visibility to data which is 0 - 35 days old, via browser-based visibility tools. After 35 days you will no longer have access to the data because it will be purged.

Data may be copied to non-production services to enable IBM to test and improve the quality of IBM's offerings. Also, anonymous, aggregate data related to your use of the Cloud Service may be compiled by IBM and used to prepare advisory reports showing what we found.

#### 1.2 Premium Support Services

Available in North America only. This optional support offering provides a dedicated team of assigned resources to be available for your support issues over and above our basic technical support.

#### 1.3 Networking Options

a. Networking Options to which you may subscribe:

- (1) Collaboration Network Co-Managed VPN Subscription: consists of a connection to the IBM B2B Collaboration Network via your VPN connection.
- (2) Collaboration Network-Frame Relay Service Subscription: consists of a connection to the IBM B2B Collaboration Network via a frame relay.
- (3) Collaboration Network Back-up ISDN Line Subscription: consists of a connection to the IBM B2B Collaboration Network via ISDN line as a backup connection to co-managed VPN or frame relay. ISDN is not available as the primary connection type.

#### 1.4 Set-Up Services for Networking Options

Set-up services will be provided to a client owned or controlled location or an IBM location, as applicable.

- a. IBM Sterling B2B Services Collaboration Network - Back-up ISDN Line Set-up: consists of configuring an ISDN line to connect to the IBM B2B Collaboration Network for back-up purposes only.
- b. IBM Sterling B2B Services Collaboration Network - Co-Managed VPN Set-up: consists of working with you to configure your VPN to connect to the IBM B2B Collaboration Network.
- c. IBM Sterling B2B Services Collaboration Network - Frame Relay Service Set-up: consists of configuring a frame relay to connect to the IBM B2B Collaboration Network.
- d. IBM Sterling B2B Services – Collaboration Network - Managed AS2 Set-up: consists of configuring your managed AS2 connection to the IBM B2B Collaboration Network.
- e. IBM Sterling B2B Services – Collaboration Network - OFTP/OFTP2 Set-up: consists of provisioning OFTP/OFTP2 to connect to the IBM B2B Collaboration Network.

## 1.5 Community Services

- a. IBM Sterling B2B Services - Community Development Services - Standard Partner Survey consists of sending an existing survey template to collect data about EDI capabilities and plans to your trading partners. You must provide a trading partner list.
- b. IBM Sterling B2B Services – Community Development Services - Custom Partner Survey consists of assembling and sending a survey to collect data from your trading partners. You must define the questions to be asked and provide a trading partner list.
- c. IBM Sterling B2B Services - Community Development Services - Document Verification Service consists of checking each trading partner's initial compliance with your EDI specifications by testing inbound Documents from trading partners against your EDI specifications. IBM's work includes sharing specifications with trading partners, setting up testing with trading partners, notification to you as each trading partner passes testing, and developing biweekly summary reports. You must provide the mapping specifications of the Documents to be tested and a trading partner list. The subscription fee for this service will be based on each Document type tested per trading partner.
- d. IBM Sterling B2B Services - Community Development Services - Partner Conversion Service consists of working with you to convert existing VAN traffic and your trading partner community to the IBM B2B Collaboration Network. IBM's work includes contacting trading partners, notifying trading partners' VANs of the change, assigning a sponsor company ID to the trading partner's IBM Collaboration Network mailbox, confirming that other VANs have routed IDs properly, monitoring your mailboxes for five business days, and working with you to resolve trading partner/VAN issues. You must provide a trading partner list.
- e. IBM Sterling B2B Services - Community Development Services - Partner Recruitment Service: consists of recruiting trading partners to join your trading partner community. IBM will engage in up to three communication efforts to reach trading partners to determine if they will comply with your community request and will provide weekly program status updates to you. You must provide a trading partner list.

## 1.6 On-Demand Services

- a. IBM Sterling B2B Services – Collaboration Network - Client Services Assisted Mailslot Status Check consists of IBM checking the status of an EDI interchange or file within a mailslot and communicating if the data was or was not found and if found, if the interchange or file was picked up. These details are communicated via phone call or email.
- b. IBM Sterling B2B Services – Collaboration Network - Client Services Assisted Restore consists of IBM restoring data to a mailslot after archival.
- c. IBM Sterling B2B Services – Collaboration Network - Mailbox Set-up consists of allocating and setting up the mailbox through which you will send and receive data.

## 2. Security Description

### 2.1 Security Policies

IBM maintains privacy and security policies that are communicated to IBM employees. IBM requires privacy and security education training to individuals worldwide who support IBM data centers and we maintain a security team that is focused on information security. IBM security policies and standards are reviewed and re-evaluated annually. IBM security incidents are handled in accordance with a comprehensive incident response procedure.

## 2.2 Access Control

Access to client data is allowed only by authorized IBM support representatives according to principles of segregation of duties. IBM support staff use two-factor authentication to an intermediate “gateway” management host. All connections are encrypted channels when accessing client data. All access to client data and transfer of data into or out of the hosting environment is logged. There is no usage of WIFI within the IBM data centers that support this Cloud Service.

## 2.3 Service Integrity & Availability

Modifications to operating system resources and application software are governed by IBM’s change management process. Changes to firewall rules are also governed by the change management process and are separately reviewed by the IBM security staff before implementation. IBM monitors the data center resources 24x7. Internal and external vulnerability scanning is regularly conducted by authorized administrators and third party vendors to help detect and resolve potential system security exposures. Malware detection (antivirus, intrusion detection, vulnerability scanning, and intrusion prevention) systems are in place throughout all IBM data centers. IBM’s data center services support a variety of information delivery protocols for transmission of data over public networks. Examples include HTTPS/SFTP/FTPS/S/MIME and site-to-site VPN. Backup data intended for off-site storage is encrypted prior to transport.

## 2.4 Activity logging

IBM maintains logs of its activity for systems, applications, data repositories, middleware and network infrastructure devices that are capable of and configured for logging activity. To minimize the possibility of tampering and to enable central analysis, alerting and reporting, activity logging is done in real-time to central log repositories. Data is signed to prevent tampering. Logs are analyzed in real-time and via periodic analysis reports to look for anomalous behavior. Operations staff is alerted to anomalies and contacts a 24x7 on-call security specialist when needed.

## 2.5 Physical Security

IBM maintains physical security standards designed to restrict unauthorized physical access to data center resources. Only limited access points exist into the IBM data centers, which are controlled by two-factor authentication and monitored by surveillance cameras. Access is allowed only to authorized staff that have approved access. Operations staff verifies the approval and issues an access badge granting the necessary access. Employees issued such badges must surrender other access badges and can only possess the data center access badge for the duration of their activity. Usage of badges is logged. Non-IBM visitors are registered upon entering on premises and are escorted when they are on the premises. Delivery areas and loading docks and other points where unauthorized persons may enter the premises are controlled and isolated.

## 2.6 Compliance

IBM certifies its privacy practices annually as consistent with the U.S. Department of Commerce’s Safe Harbor Principles: Notice, Choice, Onward Transfer, Access and Accuracy, Security, and Oversight/Enforcement. Industry standard audit SSAE 16 Type (formerly SAS 70), or equivalent, is performed annually in our production data centers. IBM reviews security and privacy-related activities for compliance with IBM’s business requirements. Assessments and audits are conducted regularly by IBM to confirm compliance with its information security policies. Workforce security education and awareness training is completed by IBM’s employees and vendor employees on an annual basis. Personnel are reminded of their job objectives and their responsibility to meet ethical business conduct, confidentiality, and IBM’s security obligations on an annual basis.

## 3. Service Level Commitment

IBM provides the following service level commitment (“SLA”) for the IBM Sterling B2B Collaboration Network portion of the Cloud Service. The component to which the SLA applies will be known as the “Service” throughout this Section 3 that describes the SLA.

### 3.1 Definitions

“**Availability Credit**” – means the remedy IBM will provide for a validated Claim. The Availability Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the Service.

**“Claim” means** – a claim submitted by you to IBM pursuant to the SLA that a Service Level has not been met during a Contracted Month.

**“Contracted Month”** – means each full month during the term of the Service measured from 12:00 a.m. Eastern US time on the first day of the month through 11:59 p.m. Eastern US time on the last day of the month.

**“Downtime”** – means a period of time during which production system processing for the Service has stopped and all of your users are unable to use all aspects of the Service for which they have appropriate permissions. Downtime does not include the period of time when the Service is not available as a result of:

- A scheduled outage for the purpose of maintenance.
- Events or causes beyond IBM’s control (e.g., natural disaster, internet outages, etc.).
- Problems with your applications, equipment or data, or a third party’s applications, equipment or data.
- Your failure to adhere to required system configurations and supported platforms for accessing the Service.
- IBM’s compliance with any designs, specifications, or instructions that you provide to IBM or a third party provides to IBM on your behalf.

**“Event”** – means a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level.

**“Service Level”** – means the standard set forth below by which IBM measures the level of service it provides in this SLA.

### 3.2 Availability Credits

- a. In order to submit a Claim, you must log a Severity 1 support ticket (as defined below in the Technical Support section) for each Event with the IBM technical support help desk, within twenty-four (24) hours of your first becoming aware that the Event has impacted your use of the Service. You must provide all necessary detailed information about the Event and reasonably assist IBM with the diagnosis and resolution of the Event.
- b. You must submit your Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month that is the subject of the Claim.
- c. Availability Credits will be based on the duration of the Downtime measured from the time you report that you were first impacted by the Downtime. For each valid Claim, IBM will apply the highest applicable Availability Credit based on the achieved Service Level during each Contracted Month, as shown in the table below. IBM will not be liable for multiple Availability Credits for the same Event in the same Contracted Month.
- d. The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed 10 percent (10%) of one twelfth (1/12th) of the annual charge paid by you to IBM for the Service.

### 3.3 Service Levels

Availability of Service during a Contracted Month

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee for Contracted Month that is the subject of a Claim)
<99.0%	2%
<97.0%	5%
<95.0%	10%

Availability is calculated as: (a) the total number of minutes in a Contracted Month (minus the minutes of Planned System Downtime), minus (b) the total number of minutes of non-scheduled Downtime in a Contracted Month, divided by (c) the total number of minutes in a Contracted Month (minus the minutes of Planned System Downtime), with the resulting fraction expressed as a percentage.

Example: 500 minutes total non-scheduled Downtime during Contracted Month

43,200 total minutes in a 30 day Contracted Month 200 minutes of Planned System Downtime – 500 minutes Downtime = 42,500 minutes <hr/> 43,200 total minutes (-200 minutes of Planned System Downtime) in a 30 day Contracted Month =43,000 minutes	= 2% Availability Credit for 98.8% Achieved Service Level
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### 3.4 Other information about this SLA

This SLA is made available only to IBM's clients and does not apply to claims made by your users, guests, and participants of the Service or to any beta or trial services that IBM provides. The SLA only applies to the Services that are in production use, so it does not apply to non-production environments, including but not limited to test, disaster recovery, QA, or development. If you have breached any material obligations under your contract for the Service, including without limitation, breach of any payment obligations, you may not make a Claim under this SLA.

## 4. Entitlement, Billing, Term and Support information

### 4.1 Use Metrics

- a. The Cloud Service offerings are sold in accordance with the following metric(s):
- (1) A **Connection** is a link or association of a database, application, server, or any other type of device to the Cloud Service.
  - (2) A **Document** is a finite volume of data that is enveloped within a document header and trailer record that marks its beginning and end. For the purposes of Document-based pricing, a Document is considered to be three (3) Kilo Characters or less in size.
  - (3) **Entity ID** is a unique identifier, which may be referred to in the Cloud Services environment by different terms that may include but would not be limited to customer ID, trading partner ID, supplier ID, vendor ID, or EDI ID within the Cloud Services. Entity ID is a unique identifier for a trading entity, regardless of that trading entity's organizational structure.
  - (4) A **File** is one or more data, information, or program records bundled together with a specific name.
  - (5) **Kilo Character** is defined as 1000 bytes of data.
  - (6) A **Request** is the act by the client that authorized IBM to perform a particular service. Depending upon the service, the Request can be in the form of a written notice or a support request which is made by phone call, email, or online case.

### 4.2 Charges and Billing

#### 4.2.1 Billing Options

- a. The amount payable for the Cloud Service offerings are specified in the Order Document as follows:
- (1) Entire commitment amount upfront
  - (2) Monthly (in arrears)
  - (3) Quarterly (upfront)
  - (4) Annually (upfront)

The selected billing option will be valid for the length of the term as specified in the Order Document. The amount payable per billing cycle will be based on the monthly or annual subscription fee and number of billing cycles in a year plus any overage charges.

#### 4.2.2 Partial Month Charges

The Partial Month charge is a pro-rated daily rate. The Partial Month Charges are calculated based on the remaining days of the partial month starting on the date you are notified by IBM that your access to the Cloud Service offering is available.

### 4.2.3 Overages

If your actual usage of the Cloud Service during the measurement period exceeds the entitlement stated on the PoE portion of the Order Document, then you will be invoiced for the overage, as set forth in the Order Document. If the average size of all Documents for the month exceeds three (3) Kilo Characters, an overage charge will be assessed based on the number of excess Kilo Characters processed, divided by three (3).

### 4.2.4 On-Demand

On-Demand options will be invoiced in the month the on-demand option is ordered by you at the rate set forth in the Order Document.

### 4.2.5 Set-up

Set-up charges will be specified in an Order Document.

## 4.3 Term and Renewal Options

### 4.3.1 Term

The term of the Cloud Service will begin on the date that IBM notifies you that you have access to the portions of the Cloud Service that are described in the Order Document. The PoE portion of the Order Document will confirm the exact date of the start and end of the term, as well as how or whether the term will renew. You are permitted to increase your level of use of the Cloud Service during the term by contacting IBM or an IBM Business Partner. We will include that change in an Order Document.

### 4.3.2 Cloud Services Term Renewal Options

Your Order Document will set forth whether the Cloud Service will renew at the end of the term, by designating the term as one of the following:

a. Automatic Renewal

If your Order Document states that your renewal is automatic, you may terminate the expiring Cloud Service term by written request, at least ninety (90) days prior to the expiration date of the term that is set forth in the Order Document. If IBM or an IBM Business Partner does not receive such termination notice by the expiration date, the expiring term will be automatically renewed for either a one year term or the same duration as the original term as set forth in the PoE portion of the Order Document.

b. Continuous Billing

When the Order Document notes that your billing is continuous, you will continue to have access to the Cloud Service and will be billed for the usage of the Cloud Service on a continuous billing basis. To discontinue use of the Cloud Service and stop the continuous billing process, you will need to provide IBM or an IBM Business Partner with ninety (90) days written notice requesting that your Cloud Service be cancelled. Upon cancellation of your access, you will be billed for any outstanding access charges through the month in which the cancellation took effect.

c. Renewal Required

When the Order Document notes that your renewal type is "terminate", the Cloud Service will terminate at the end of the term and your access to the Cloud Service will be removed. To continue to use the Cloud Service beyond the end date, you will need to place an order with your IBM sales representative or IBM Business Partner to purchase a new subscription term.

## 4.4 Technical Support

Technical support for the Cloud Service is available during the subscription period. The standard technical support may be enhanced with the IBM Sterling B2B Services - File Transfer Service - Partner Support option described in Section 1 above.

### **Regular Phone and Email Support Hours of Operation are as follows:**

8:00 a.m. – 11:00 p.m. Eastern Standard Time zone, U.S., Monday – Friday (excluding holidays)

### **After Hours Support:**

After Hours Support (outside of the regular operating hours stated above) is available only for Severity 1 issues on business days, weekends, and holidays.

Support Hotline: 1-877-432-4300 in the U.S. (additional numbers available via the support portal)

Email: [scn\\_support@us.ibm.com](mailto:scn_support@us.ibm.com)

Support web portal: <https://support.ibmcloud.com>

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
1	<b>Critical business impact/service down:</b> Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.	Within 1 hour	24x7
2	<b>Significant business impact:</b> A service business feature or function of the service is severely restricted in its use or you are in jeopardy of missing business deadlines.	Within 2 business hours	M-F business hours
3	<b>Minor business impact:</b> Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 4 business hours	M-F business hours
4	<b>Minimal business impact:</b> An inquiry or non-technical request	Within 1 business day	M-F business hours

## 5. Additional Information

- a. Transmission of content to and from the Cloud Service by you and your trading partners may use third party networks. It is up to you to choose the protocols and means used to transmit content on the Cloud Service and through third party networks. You are advised to use the appropriate technology, such as adequate encryption if you want to protect your content, including Client IDs and passwords.
- b. The Cloud Service is not designed to comply with HIPAA and may not be used for the transmission or storage of any Personal Health Information.
- c. To properly implement and run the Cloud Service, you and your trading partners will need to do the following:
  - (1) Set up the connection between you and IBM and work with IBM during joint connectivity testing;
  - (2) Ensure adequate security over your respective applications, hardware (including installing and maintaining appropriate firewalls to prevent unauthorized access), mailboxes, and transmission and monitor those mailboxes and transmissions;
  - (3) Inspect data for accuracy and completeness and ensure that appropriate safeguards are in place to identify data, processing, and transmission errors;
  - (4) Promptly notify IBM of any translation errors or failures, processing errors or failures, nonconforming transmissions, failures to send or receive transmissions, or inability to access any mailbox;
  - (5) Set the applicable data-processing parameters and transmissions parameters;
  - (6) Maintain supporting data, files, and other materials sufficient to enable IBM to recover all data, files, and other materials (such as card files, tape files, disk files, and printer outputs) needed to re-perform any service provided by the Cloud Service; and
  - (7) Maintain business continuity and communicate expectations to your trading partner community, regarding test periods, migrations, and conversions of and to the Cloud Service.