

Service Description

IBM Sterling B2B Services

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

1. Cloud Service

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 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 Client and customers, suppliers, and the organizational entities with which Client has a business relationship (Trading Partners). 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. Client 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 Client and IBM and will work with Client during joint connectivity testing between Client and IBM. As further set forth on the Transaction Document, IBM will provide Mailboxes on the IBM B2B Collaboration Network, each of which is a private, electronic storage space that is assigned to Client, allowing Client to send, store, and receive electronic data. Client may also choose to use Mailslots, which are components of a Mailbox that allows the drop off and pick up of data.

1.2 Optional Services

1.2.1 Premium Support Services

This optional support offering provides a dedicated team of assigned resources to be available for Client's support issues over and above our basic technical support. This Cloud Service is only available in North America.

1.2.2 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 – Co-Managed VPN Set-up

Consists of working with Client to configure Client's VPN to connect to the IBM B2B Collaboration Network.

b. IBM Sterling B2B Services – Collaboration Network – Managed AS2 Set-up

Consists of configuring Client's managed AS2 connection to the IBM B2B Collaboration Network.

c. IBM Sterling B2B Services – Collaboration Network – OFTP2 Set-up

Consists of provisioning OFTP2 to connect to the IBM B2B Collaboration Network.

1.2.3 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 Client's Trading Partners. Client 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 Client's Trading Partners. Client 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 Client's EDI specifications by testing inbound Documents from Trading Partners against Client's EDI specifications. IBM's work includes sharing specifications with trading partners, setting up testing with trading partners, notification to Client as each trading partner passes testing, and developing biweekly summary reports. Client 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 Client to convert existing VAN traffic and Client's 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 Client's Mailboxes for five (5) business days, and working with Client to resolve Trading Partner/VAN issues. Client must provide a Trading Partner list.
- e. IBM Sterling B2B Services – Community Development Services – Partner Recruitment Service**
Consists of recruiting Trading Partners to join Client's Trading Partner community. IBM will engage in up to three (3) communication efforts to reach Trading Partners to determine if they will comply with Client's community request and will provide weekly program status updates to Client. Client must provide a Trading Partner list.
- f. IBM Sterling B2B Services – Community Development Services – Partner Test Coordination Service**
Consists of coordination of the end-to-end testing process between Trading Partner and Client. IBM's work includes sharing specifications with Trading Partners, scheduling initial end-to-end testing, monitoring and communicating test results to respective parties to facilitate corrective actions as appropriate and coordinating a go live date after successful testing has been completed and signed off. Client 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.

1.2.4 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 Client will send and receive data.

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 provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

IBM Supply Chain Business Network Essentials Edition

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=38BF2400B93711E7A5A50513C295686A>

IBM Digital Analytics

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413338838241>

IBM Watson Customer Experience Analytics

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=76AC34D029B711E6806270B0E0408E84>

3. Service Levels and Technical Support

3.1 Service Level Agreement

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

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

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

3.1.1 Exclusion

The availability percentage is calculated as the total number of minutes in a contracted month times the number of connections the client has to the SCBN service, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month times the number of connections the client has to the SCBN service.

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/>.

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:

- a. Connection is a link or association of a database, application, server, or any other type of device which have been or are made available to the Cloud Services.
- b. Document is a finite volume of data that is enveloped within a document header and trailer record that marks its beginning and end or any electronic representation of a physical document processed by the Cloud Services. For the purpose of this Cloud Service, the typical average document size is 3-5 Kilo Characters; IBM reserves the right to assess additional data processing fees if Client's documents exceed reasonable ranges.
- c. Entity ID is a unique identifier for any entity identified within the Cloud Services.

- d. Kilo Character is one thousand bytes processed by the Cloud Services.
- e. Request is the act by the Client authorizing IBM to perform a service submitted to or managed by the Cloud Services.

4.2 Remote Services Charges

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

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 Third Party Networks

Transmission of content to and from the Cloud Service by Client and Client's Trading Partners may use third party networks. It is up to Client to choose the protocols and means used to transmit content on the Cloud Service and through third party networks. Client is advised to use the appropriate technology, such as adequate encryption if Client wants to protect Client's content, including Client IDs and passwords.

5.2 Links to Third Party Websites or Other Services

Transmission of content to and from the Cloud Service by Client and Client's Trading Partners may use third party networks. It is up to Client to choose the protocols and means used to transmit content on the Cloud Service and through third party networks. Client is advised to use the appropriate technology, such as adequate encryption if Client wants to protect Client's content, including Client IDs and passwords.

5.3 Unique Extensions

If the Cloud Service contains user exits that allow Client (or Client's designated third party) to configure an IBM software application and Client (or Client's designated third party) utilize the user exits, then IBM is not liable for any resulting configurations (Unique Extensions) and the Unique Extensions are not part of the Cloud Service.

5.4 Guest User Access

Client and any third-party user of the Cloud Service authorized by Client to access the Cloud Service to exchange data with Client or to use the Cloud Service on Client's behalf (Guest User) may be required to execute an online agreement provided by IBM in order to access and use the Cloud Service. Client is responsible for these Guest Users, including but not limited to a) any claims made by the Guest Users relating to the Cloud Service, b) charges incurred by the Guest User, or c) any misuses of the Cloud Service by these Guest Users.

5.5 Data Exchange

The Cloud Service may include (1) the sending or receiving of data between Client and Client's Trading Partners; 2) transmission of data to and from Client's Trading Partners either via direct connections with IBM or interconnections through one or more gateways or networks provided by third parties ("Interconnect Services" and each third party an "Interconnect Provider"); or (3) certain translation services or other associated services. IBM may transfer or store the data outside of the country where Client or Client's Trading Partners are located solely for the purposes of providing the Cloud Service or as required by applicable law or legal process. EXCEPT AS SET FORTH IN A SEPARATE AGREEMENT BETWEEN CLIENT AND AN INTERCONNECT PROVIDER, IN NO EVENT WILL ANY INTERCONNECT PROVIDER HAVE ANY LIABILITY TO CLIENT IN CONNECTION WITH THE PROVISION OF THE CLOUD SERVICE.

5.6 Data Retention

Unless otherwise stated in the description of the available Cloud Services, IBM will retain and provide on-line visibility to data for at least 35 and up to 42 days, via browser-based visibility tools. Once the data is no longer available, the data is purged and is not recoverable.

5.7 Exclusions

Instances of customized scripts that perform custom processing of the data prior to translation (inbound or outbound) are not documented or included as part of the Cloud Service.

The Cloud Service may involve the transmission of content including Client ID and password from, to, or over third-party systems or networks, such as the Internet and other Interconnect Services, over which IBM exercises no control and for which IBM is not responsible or liable. IBM does not represent or warrant that content coming into the Cloud Service environment has been treated by the sender of the content as confidential, or that content transmitted from the Cloud Service environment will be treated by the recipient as confidential. Accordingly, Client should encrypt the content if Client wants to make the content unreadable or indecipherable in the Cloud Service environment and in transit over IBM and other third-party networks, including any Interconnect Services. Client is responsible for, and assumes any risk for, choosing the protocols and means it uses to transmit content over IBM and other third-party networks.

5.8 Communications Software and Equipment

IBM must approve any communications software used to transmit data to (and receive data from) IBM. If the Cloud Service requires a connection of Client's equipment with IBM equipment (using common carrier communication devices or terminal equipment), the devices and equipment that Client provides (and use) must be of a type approved by IBM. IBM has the sole and exclusive right to select its own equipment, software, and communications carriers to provide the Cloud Service. Unless otherwise specified herein, Client is responsible for obtaining an appropriate internet service account and connection for accessing the Cloud Service.

5.9 Client's Responsibilities

Client will (and will, if applicable, require Client's Trading Partners to):

- a. ensure adequate security over Client's respective applications, hardware (including installing and maintaining appropriate firewalls to prevent unauthorized access), Mailboxes, and transmission and monitor those Mailboxes and transmissions;
- b. 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;
- c. inspect data for accuracy and completeness and encrypt the data if Client is required to make it (or wants to make it) unreadable or indecipherable in the Cloud Service environment and in transit over IBM and other third-party networks, including any Interconnect Services;
- d. set the applicable data-processing parameters and transmissions parameters;
- e. ensure that appropriate safeguards are in place to identify data, processing, and transmission errors;
- f. 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 Cloud Service;
- g. implement connectivity between Client and IBM and work with IBM during joint connectivity testing between Client and IBM;
- h. for any Cloud Service component where Client is required to provide a Trading Partner list, provide the following information:
 - (1) Partner Name and Address;
 - (2) Contact Name and Phone Number;
 - (3) Fax Number (if available);
 - (4) E-mail Address;
 - (5) Value Added Service Provider (if applicable); and
 - (6) Qualifier and ID (if applicable);
- i. maintain business continuity and communicate expectations to the Trading Partner community, as it relates to test periods, migrations, and conversions of and to the Cloud Service;
- j. provide systems, security and communication architecture diagrams as reasonably requested;
- k. ensure that Client staff is available to provide assistance as IBM reasonably requires; and

- I. ensure each Cloud Service User protects its Account identification and password and controls who may access a Cloud Service User Account or use any Cloud Service on Client's behalf.

5.10 IBM Responsibilities

IBM will not be responsible for:

- a. Client or any third party's equipment or software errors or failures;
- b. any failure by Client or a third party to act on any communication transmitted to (or by) Client;
- c. the creditworthiness or performance of any of Client's Trading Partners;
- d. data improperly transmitted by Client or Client's Trading Partners;
- e. Client Interconnect Services (or any errors in or failures of the Interconnect Services) to the extent caused by Client's Interconnect Services provider, Client, or Client's Trading Partners, or any force majeure events; or
- f. providing any reverse migration services if IBM has terminated any portion of the Agreement.

5.11 Defined Terms

- a. **File** – one or more data, information, or program records bundled together with a specific name.
- b. **Mailbox** – A private, secure electronic storage space that is assigned to Client and allows Client to send, store, and receive electronic data.
- c. **Mailslot** – A component of a Mailbox that allows the drop off and pick up of data.

5.12 Pan European Public Procurement OnLine (PEPPOL)

The Cloud Service provides a PEPPOL access point and Service Metadata Provider (SMP) which enables users of the PEPPOL eDelivery network to interoperate using a set of common business processes and technical standards. The IBM access point available via the Cloud Service provides connectivity to the PEPPOL eDelivery network for Clients who have enabled the Cloud Service for PEPPOL. The IBM access point was established pursuant to the OpenPEPPOL Transport Infrastructure Agreement (TIA) located at <http://www.peppol.eu>. Contact information for OpenPEPPOL representatives responsible for the access point program is located on the PEPPOL site. Client acknowledges and agrees that IBM's ability to provide certain features, including without limitation serving as a PEPPOL Access Point, is subject to agreements with third parties. To the extent such third party alters, suspends or terminates IBM's right to provide such feature, IBM may immediately alter the feature to conform with third party instructions, or cease providing such feature as part of the Cloud Service.

5.13 Interoperability Services

IBM may transfer or store the data outside of the country where Client or its partners are located solely for the purposes of providing the Cloud Service or as required by applicable law or legal process. EXCEPT AS SET FORTH IN A SEPARATE AGREEMENT BETWEEN CLIENT AND AN INTERCONNECT PROVIDER, IN NO EVENT WILL ANY INTERCONNECT PROVIDER HAVE ANY LIABILITY TO CLIENT IN CONNECTION WITH THE PROVISION OF THE CLOUD SERVICE.