

Service Description

IBM Sterling Supplier Portal

This Service Description describes the Cloud Service IBM provides to Client. Client means the company and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1. Cloud Service

IBM Sterling Supplier Portal facilitates electronic commerce between 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"). It provides these Guest Users with the ability to view and process electronic forms by accessing the Cloud Service via a supported internet browser. The Cloud Service provides Client's Guest Users visibility to information, software, and data that are created, provided, uploaded, or transferred by Client or any user authorized by Client. "Trading Partners" are Client's customers, suppliers, and the organizational entities with which Client has a business relationship. The Cloud Service includes:

- a. an Administrative Site - provides Client with the ability to:
 - (1) configure communities – Client may configure Guest User communities. This configuration allows Client to provide document choreography, layout, and document level business rules that will be followed by the Guest Users when they are processing the supply chain transactions. Content can also be designated for drop down boxes for selected fields on selected documents;
 - (2) recruit Trading Partners and send invitations – send invitations to Guest Users to join a community. Progress of their Trading Partners' registration process can also be monitored;
 - (3) manage community membership - includes reviewing lists of Trading Partners along with their details;
 - (4) Manage Client profile - includes configuring the view of the IBM Sterling Supplier Portal site with a company logo and colors, managing Client's EDI IDs, address and contact details, as well as ship-from location management;
 - (5) generate announcements – send announcements to Guest Users; and
 - (6) review and generate reports – includes reviewing and generating reports in a report area with a series of pre-defined reports on Guest User activities; and
- b. a Supplier Portal Site – provides a portal through which a Guest User may conduct electronic commerce with Client via an internet connection with the ability to:
 - (1) process supply chain transactions - enables Guest Users to receive orders, change orders, and payment advice transactions from Client and to respond to those orders with order acknowledgements, ship notices, and invoices. These transactions are presented in a user-readable interface viewable through a supported internet browser. Guest Users can also generate a copy of an order that is suitable for printing;
 - (2) search for orders and view details - provides visibility into order status and activity;
 - (3) search for shipments and view details - provides visibility into the status of shipments and supporting activity;
 - (4) search for invoices and view details - provides visibility into the invoice status and activity;
 - (5) manage events -provides Guest Users with monitoring and alerting of business processes that are nearing or have exceeded configured tolerances;
 - (6) receive invitations – provides ability to receive invitations, messages, and alerts from Client;
 - (7) generate packing slips and labels -enables Guest Users to generate a GS1-compliant container label and a packing slip when the function has been configured by Client;
 - (8) configure profile - includes ability to manage contact details, manage item rules, send inventory snapshots, manage packing profiles, and configuring ship-from locations; and

- (9) conduct inbound planning - allows Guest Users to generate a routing request and receive a routing response when processing a collect order from Client that is also using a transportation management system.

The Cloud Service will enable Client to input and manage content containing information which may be considered personal information (PI) under applicable privacy laws including contact information (name, address, email, phone number, staff ID, cost center) and technical identifiers (username, password, IP addresses, MAC addresses). IBM will comply with requests from Client, its employees, or Guest Users to access, update, correct or delete such personal information.

This Cloud Service is not designed to any specific security requirements for sensitive personal information, protected health information, or other regulated content. Client is responsible to determine if this Cloud Service meets Clients needs with regard to the type of content Client uses in connection with the Cloud Service. Under no circumstances may Client use the Cloud Service to collect, process or store protected health information.

1.1 Set Up Services

Client may engage IBM to set up Client's IBM Sterling Supplier Portal instance. The set up services will be provided in phases such as:

- a. Definition – includes requirements gathering, specifications confirmation, workflow determination and supplier identification;
- b. Network Setup – includes:
 - (1) mailbox setup for subscribers to the IBM Sterling Collaboration Network (available under a separate Service Description) or set up the alternate paths needed to establish a non-network connection to the IBM Sterling Supplier Portal;
 - (2) using the EDI specifications Client supplied for the documents to be used in the IBM Sterling Supplier Portal, development, unit testing, and loading the maps into Client's test environment for system testing and validation of the maps with the IBM Sterling Supplier Portal;
 - (3) transformation Engine Setup with sponsor enveloping requirements and routing rules required to route the documents to and from the IBM Sterling Supplier Portal; and
 - (4) configure loopback test partner for end-to-end testing by setting up and configuring a Trading Partner to enable testing of the process flow and the message content of the various documents identified in the validation phase;
- c. Design and Configuration includes:
 - (1) registration preparation provides Client with instructions and links to allow Client to be familiar with the IBM Sterling Supplier Portal and the IBM Sterling Supplier Portal administration site. Client will complete the registration process during this phase; and
 - (2) creation of the initial community allows IBM to work with Client to guide Client through the process of establishing Client's first community. Client will select the document choreography, business rules, and display configuration for each of the documents that Client's IBM Sterling Supplier Portal users will access;
- d. Testing and Validation includes:
 - (1) development of a test plan with Client's input to review the configuration in Client's test environment with test data to test the Cloud Service from end-to-end and determine if the Cloud Service is performing to Client's requirements based on the specifications produced during the Definition phase;
 - (2) resolving as appropriate those issues and concerns raised by Client as Client conduct the testing; and
 - (3) commence production use of the IBM Sterling Supplier Portal after Client's confirmation of completion of testing and approval to move into production;
- e. Deployment, Recruitment and Release to Suppliers includes:
 - (1) create, with Client's input, the message to be delivered to Client's suppliers; and
 - (2) organization of Client's suppliers and instructions on how the use the supplier invitation tool that will allow Client to upload a list of suppliers to be invited to the new IBM Sterling Supplier Portal community.

Set-Up Services will only be provided to locations owned or controlled by Client in the U.S. or Canada or at an IBM U.S. or Canadian location, as applicable.

1.2 Integration with other Cloud Service

If Client has also purchased IBM Sterling Supply Chain Visibility and IBM Sterling Supply Chain Visibility Vendor Compliance, which are subject to separate Service Descriptions, the Cloud Service may be enabled to allow Guest User to receive chargeback notifications and track performance through a chargeback report.

2. Security Description

This Cloud Service follows IBM's data security and privacy principles for IBM SaaS which are available at <https://www.ibm.com/cloud/resourcecenter/content/80> and any additional terms provided in this section. Any change to IBM's data security and privacy principals will not degrade the security of the Cloud Service.

This Cloud Service is US-EU Safe Harbor certified. The Cloud Service does not encrypt content during data transmission between the IBM network and the endpoint networks or machines. The Cloud Service does not encrypt content when at rest awaiting data transmission. Client is responsible to encrypt content prior to adding to the Cloud Service. No regulated or sensitive data is to be entered into the database unless specifically supported.

3. Service Level Agreement

IBM provides the following availability service level agreement ("SLA") for the Cloud Service as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware of an event that has impacted the Cloud Service availability. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

For bundled Cloud Services (individual Cloud Service offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled Cloud Service, and not the monthly subscription fee for each individual Cloud Service. Client may only submit claims relating to one individual Cloud Service in a bundle at a given time.

3.2 Service Levels

Availability of the Cloud Service during a contracted month:

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
<99.9%	2%
<99.0%	5%
<95.0%	10%

* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the Cloud Service in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month minus the total number of minutes of Downtime in a contracted month divided by the total number of minutes in the contracted month.

Example: 500 minutes total Downtime during contracted month:

$ \begin{array}{r} 43,200 \text{ total minutes in a 30 day contracted month} \\ - 500 \text{ minutes Downtime} \\ \hline = 42,700 \text{ minutes} \end{array} $	$= 5\% \text{ Availability credit for } 98.8\% \text{ availability during the contracted month}$
$ \begin{array}{r} \hline 43,200 \text{ total minutes} \end{array} $	

4. Technical Support

After IBM notifies Client that access to the Cloud Service is available, technical support for the Cloud Service is provided via telephone, email, online forums, and an online problem reporting system. Any enhancements, updates, and other materials provided by IBM as part of any such technical support are considered to be part of the Cloud Service. Technical support is included with the Cloud Service and is not available as a separate offering.

More information about hours of availability, email addresses, online problem reporting systems, and other technical support communication vehicles and processes are described in the IBM Software as a Service Support Handbook.

The following severities are used to track support tickets for the Cloud Service:

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
1	Critical business impact/service down: 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	Significant business impact: A service business feature or function of the service is severely restricted in its use or Client is in jeopardy of missing business deadlines.	Within 2 business hours	M-F business hours
3	Minor business impact: 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	Minimal business impact: An inquiry or non-technical request	Within 1 business day	M-F business hours

5. Entitlement and Billing Information

5.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document.

- Entity ID is a unit of measure by which the Cloud Service can be obtained. An Entity ID is a unique identifier, which may be referred to in the Cloud Service environment by different terms that may include but would not be limited to customer ID, partner ID, supplier ID, vendor ID, or EDI ID within the Cloud Service. Sufficient entitlements must be obtained to cover the total number of Entity IDs contained in the Cloud Service during the measurement period specified in Client's Transaction Document.

For IBM Sterling Supplier Portal, the Entity ID is a unique identifier for a trading entity, regardless of that trading entity's organizational structure.

5.2 Set-Up Charges

A one-time setup fee applies at the rate and billing term specified in the Transaction Document.

5.3 Partial Month Charges

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

5.4 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, Client will be charged for the overage as specified in the Transaction Document.

6. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of its access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 30 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the PoE.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 30 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 30 day period.

7. Additional Information

7.1 Content Processing

IBM may, as part of the normal operation and support of the Cloud Service, collect personal information from Client (Client's employees and contractors) related to the use of the Cloud Service, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our Cloud Service for the purpose of improving user experience or tailoring interactions with Client. Client confirms that Client will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client's employees and contractors to access, update, correct or delete their collected personal information.

7.2 Compiled Data

IBM (i) may compile and analyze anonymous, aggregate, summary data related to Client's use of the Cloud Service, and (ii) may prepare reports, studies, analyses, and other work product resulting from this compilation and analysis (collectively the "Compiled Data"). IBM retains all ownership rights in and to the Compiled Data.

IBM may copy Client's data to a non-production server within the Cloud Service environment for the exclusive purpose of testing and improving the quality of IBM's products.

7.3 Interconnect Services

The Cloud Service may include (1) the sending or receiving of data between Client and its 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 its 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.

7.4 Limitations

The Cloud Service does not include:

- a. third party websites linked to or made accessible by the Cloud Service through which Client or a Cloud Service user transmits content to a third party website or other service that is linked to or made accessible by the Cloud Service;
- b. resources which are required by IBM to provide the Cloud Service, including without limitation, sufficient access to Client's systems, information, personnel and resources, and performance of Client's other responsibilities in furtherance of the Set Up Services; or

- c. security where Client is responsible for ensuring that each Cloud Service user protects account identification and password information and controls who may access a user account or use the Cloud Service on Client's behalf.

7.5 Client & Trading Partner Responsibilities

Client's use of the Cloud Service depends on Client and its Trading Partners do the following:

- a. implementing connectivity between Client and IBM and work with IBM during joint connectivity testing;
- b. ensuring 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;
- c. inspecting data for accuracy and completeness and ensuring that appropriate safeguards are in place to identify data, processing, and transmission errors;
- d. promptly notifying 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;
- e. setting the applicable data-processing parameters and transmissions parameters;
- f. maintaining 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
- g. maintaining business continuity and communicate expectations to Client's Trading Partner community, as it relates to test periods, migrations, and conversions of and to the Cloud Service.