

Service Description

IBM Sterling Data Synchronization Manager

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 Data Synchronization Manager

IBM Sterling Data Synchronization Manager is a data synchronization solution that can be used to manage the process of data collection, cleansing, registration, validation, and publication to a third party Global Data Synchronization Network (GDSN) compliant data pool. The Cloud Service will be used to input Client's item master file by either automated or manual data collection mechanisms as set forth in the Transaction Document. The Cloud Service will then validate for compliance with the GDSN standard. Client's use of the Cloud Service will allow Client to register and publish its item data to the data pool for consumption by Client's customers, suppliers, and the organizational entities with which Client has a business relationship ("Trading Partners"). The Cloud Service provides Client with visibility to its data and Trading Partner messaging. A prerequisite for utilizing this service is an active subscription by the Client with 1WorldSync for data pool services.

1.2 Optional Services

1.2.1 IBM Sterling Data Synchronization Manager EX

IBM Sterling Data Synchronization Manager EX is an optional add-on offering to the IBM Sterling Data Synchronization Manager that provides the mechanism to collect item data, a data compliance engine to validate item data against the GDSN standard, an interactive hosted application that provides visibility into Client's data and events, and the ability to invoke file registration and publication. This optional component enables direct integration to Client's back-end system using pre-built flat files to eliminate some manual intervention.

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.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413340513471>

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.

3.2 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:

- SKU (Stock Keeping Unit) is the highest number of unique items in a supplier's or distributor's catalog concurrently published, managed or processed by the Cloud Services during the measurement period.

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 its content, including Client IDs and passwords.

5.2 Links to Third Party Websites or Other Services

If 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, Client and the Cloud Service user provide IBM with the consent to enable any such transmission of content, but such interaction is solely between Client and the third-party website or service. IBM makes no warranties or representations about such third-party sites or services and shall have no liability for such third-party sites or services.

5.3 1WorldSync Membership Requirement

Client must separately register for 1WorldSync membership as a prerequisite in order for IBM to provide the Cloud Service. Fees related to 1WorldSync membership, including, as applicable, 1WorldSync TEST registry fees, or fees with other standards bodies, registries, or exchanges are Client's responsibility and are not included in the Cloud Services charges. IBM will provide to Client a "TPSA code" that Client will use for registration with 1WorldSync. After Client becomes a member of 1WorldSync, Client will receive IDs and passwords for the production environment that Client will need to share with IBM. Client will also need to obtain a valid Global Location Number (referred to as the GLN).

5.4 Client Responsibilities for Set-up Services

As reasonably required by IBM to fulfill its obligations for Set Up Services (if applicable), Client agrees to provide sufficient access to Client's systems, information, personnel and resources and perform Client's other responsibilities in furtherance of the Set Up Services, all at no charge to IBM. IBM is not responsible for any delay in performing or failure to perform Set Up Services caused by Client's delay in providing such access or performing Client's other responsibilities related to the Set Up Services.

5.5 Client Test Environment

IBM will provide a Client Test Environment and infrastructure. This environment is provided as a convenience for testing to Client and is not subject to standard support response times or warranties.