

## Service Description

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### IBM Sterling Web Forms

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 Web Forms facilitates electronic commerce between a 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 the Guest User with the ability to view and process electronic forms by accessing the Cloud Service website via a supported internet browser. The Cloud Service provides Client and Guest User visibility to Content uploaded by Client and its Guest Users.

The Cloud Service includes the following:

- Administrative Site – allows the Cloud Service user to generate announcements, view a series of pre-defined reports on Guest User's activities, and manage databases that aid in providing pre-defined options and data to the Guest User when the Guest User is processing transactions.
- Web Forms User Site – enables a Guest User to conduct electronic commerce with Client through an internet connection by allowing them to view electronic commerce documents presented in a user-readable interface viewable through a supported internet browser.
- Folder Search and Details – provides the Cloud Service user with visibility into documents found in the inbox, outbox, archive, and trash folders for the Guest User.

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 Client's needs with regard to the type of content Client uses in connection with the Cloud Service. Under no circumstances may the Client use this Cloud Service to collect, process or store protected health information.

#### 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 client machine or other third party networks. 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.

#### 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
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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.

### 5.5 On Demand Charges

On-Demand charges, as specified in the Transaction Document, will apply when Client requests activation of the On-Demand part.

## 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.

For transactions performed in all EU Member States, Iceland, Liechtenstein, Norway and Switzerland, the following terms apply: Client agrees that IBM may process content including any personal data (as that term is defined in the EU Directive 95/46/EC) across a country border to the following countries: Australia, Canada, France, Germany, India, Ireland, Netherlands, the United Kingdom and the United States. Client agrees that IBM may, on notice, vary this list of country locations when it reasonably determines it necessary for the provision of the Cloud Service. With respect to the transfer of European Economic Area of Swiss personal data, the parties or their relevant affiliates may enter into separate standard unmodified EU Model Clause agreements in their corresponding roles pursuant to EC Decision 2010/87/EU with optional clauses removed. All disputes or liability arising under these agreements, even if entered into by affiliates, will be treated by the parties as if the dispute or liability arose between them under the terms of this Agreement.

## **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 Guest User Access**

Client's Guest Users 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.

## **7.4 Data Transmission**

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. Senders and receivers of the content that is coming through the Cloud Services environment for Client's trading community might not treat that content as confidential. Client should encrypt the content if Client wants to make the content unreadable or indecipherable in the Cloud Services environment and in transit over IBM and other third party networks. Client is responsible for, and assumes any risk for, choosing the protocols and means Client uses to transmit content over IBM and other third party networks.

IBM may transfer or store Content outside of the country where Client or Client's customers, suppliers, and the organizational entities with which Client has a business relationship ("Trading Partners") are located solely for the purposes of providing the Cloud Service or as required by applicable law or legal process.

The Cloud Service may include transmission of Content 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"). Except as set forth in a separate agreement between Client and an interconnect provider any interconnect provider is not liable for anything in connection with the Cloud Service.

## **7.5 Setup**

Client will provide, at no charge to IBM, sufficient access to Client's systems, information, personnel and resources and perform Client's other responsibilities in order to set up the Cloud Service.