



## Service Description

### IBM Sterling B2B Integration Services

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party 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 B2B Integration Services provide connectivity and collaboration with Client's customers, suppliers, and the organizational entities with which Client has a business relationship (called "Trading Partners"). This Cloud Service is built on the cloud-based Business-to-Business (B2B) integration and visibility capabilities of IBM Sterling B2B Services – B2B Collaboration Network and provides comprehensive service offerings for Trading Partner onboarding, B2B process management, and Trading Partner support. The following is a list of all of the available components of this Cloud Service. Client is entitled to receive only the components to which Client has subscribed under a Transaction Document, a separate statement of work (as identified below), or as On-demand or remote services (also as described below).

Some of the components of the Cloud Service involve the creation of maps for processes. A **Standard Map** is a map that has one or more of the following characteristics: (a) standard structures (e.g., single sub-details with no sub-line item levels); (b) standard logic (e.g., variable assignment, lookup/cross-reference, no calculations or conditional loops); (c) no pre-or post-processing, "user exits", or multi-file output; (d) moderate application file structure (e.g., currently less than 20 total fields and 4 record types); (e) no XML transformation; and (f) single output files. An **Advanced Map** is a map that has one or more of the following characteristics: (a) advanced structures (e.g., single sub-details or sub-line item levels); (b) extended logic (e.g., custom internal logic, lookup/cross-reference, complex calculations, conditional loops); (c) no pre-or post-processing, "user exits" or multi-file output; (d) moderate application file structure (e.g., currently less than 40 total fields and 8 record types); and (e) single output files. Finally, **Mapping Requirements Specifications (MRS)** which provide a visual representation for map development. The MRS is delivered as a spreadsheet that provides the definition of the field-level relationship between the source data and the output data.

The IBM Sterling B2B Integration Services will allow Client to transmit files to IBM to be translated, using methodologies based on business rules that Client provides, and, in turn forwarded from IBM to Client's Trading Partner(s). Files received from Trading Partner(s) are translated using methodologies based on business rules that Client provides, into Client's required format and transmitted to Client pursuant to Client's instructions. Client will be responsible for maintaining business continuity and expectations to the Trading Partner community as it relates to test periods, migrations, and conversions.

If required, any additional remote services will be invoiced in accordance with the charges contained in a customized statement of work that will be governed by a separate agreement between Client and IBM.

IBM will retain and provide on-line visibility to data for a period equal to the length of the Subscription Period. For example, if Client agrees to a 36-month Subscription Period, all data will be retained during the 36-month Subscription Period. If the subscription renews for an additional 24-month Subscription Period, data from the past 24 months will be retained on a rolling basis, meaning that 6 months into the new Subscription Period, the data from the first 6 months of the new Subscription Period and the data from the last 18 months of the previous Subscription Period has been retained. The data retention period may be extended per specific offering that will be set forth in the Transaction Document. Data is purged daily based on the defined retention period. If Client requires additional data to be retained then optional data retention time periods must be purchased as described below.

#### Project Framework

IBM will provide the solution resources required to plan, build, and implement the Cloud Service. This will include the following phases:

- a. Service Design Phase is the design of the business and technical environment. IBM will provide an assessment of Client's current environment including review of any previously prepared architecture document along with any additional requirements gathering for initial setup of hardware systems, communications, applications interfaces, and Trading Partner requirements.

- b. Service Provisioning Phase is the migration of Client's existing Trading Partner community (i.e. Entity IDs and Maps) to the Cloud Service by:
  - (1) Implementing connectivity between Client and IBM;
  - (2) Implementing connectivity between Client's Trading Partners and IBM;
  - (3) Conducting unit, integration, and connectivity testing in accordance with IBM test plans;
  - (4) Developing the Mapping Requirements Specifications and Maps; and
  - (5) Working with Client to manage the implementation of Client's Trading Partner community.
- c. Operations Phase is IBM's management of the day-to-day operations of the Cloud Service. IBM will operate and manage facilities that house hardware and software related to Client's electronic commerce infrastructure, including equipment, communications, and applications in a secure environment.

## **2. Optional Services**

### **2.1 Optional Transformation Services**

#### **IBM Sterling B2B Services – Integration Basic – Map Change**

Consists of making up to four (4) data changes, conducting up to two (2) testing cycles, and updating the MRS as required.

### **2.2 Optional Support Services**

#### **a. IBM Sterling B2B Services – Integration Plus – Client Services Process Support Subscription**

Consists of providing technical and service support to Client. Client will maintain the first level support for the Trading Partner community and IBM will provide second level support for the Trading Partner community, managing technical issues as escalated by Client. This level of support is in addition to the standard support for the Cloud Service.

Additionally, IBM will assign a program manager who will work with Client to develop an Electronic Commerce (EC) Business Plan that identifies EC business strategies and goals. The program manager will provide, as applicable, project oversight, business reviews and recommendations. The program manager will also perform applicable assessments and will be Client's single point of contact.

#### **b. IBM Sterling B2B Services – Integration Plus – Client Process Support with Client Support**

Consists of providing technical and service support to Client and Client's Trading Partner community. IBM will manage B2B technical issues and all business concerns will be escalated to Client for resolution. IBM will provide Client's Trading Partner community with a phone number to contact IBM for support. This level of support is in addition to the standard support for the Cloud Service.

#### **c. IBM Sterling B2B Services – Integration Plus – Client Process Support with Client Supplier Support**

Consists of providing technical and service support to Client and Client's supplier Trading Partner community. IBM will manage B2B technical issues and all business concerns will be escalated to Client for resolution. IBM will provide Client's supplier Trading Partner community with a phone number to contact IBM for support. This level of support is in addition to the standard support for the Cloud Service.

### **2.3 Optional Data Retention**

#### **IBM Sterling B2B Services – Integration Basic – Extended Data Retention**

Consists of storing additional data created prior to the current subscription period for an extended period of time. The time period is in addition to the current subscription period. The amount of data considered for billing is measured on the last day of the month in Gigabytes.

## 2.4 Other

### a. IBM Sterling B2B Services – Integration Basic – Process Enrichment Service

Consists of the ability to take a standard B2B Document flow and 'punch-out' to a web service to either validate information within the business Document or to gather additional information that will be used to enrich the business Document content.

### b. IBM Sterling B2B Services – Integration Basic – Synchronous B2B Process Service

Consists of real-time website inquiry / response processing, as well as the synchronous exchange of supply chain Documents, providing the ability for Client to synchronously exchange messages with Trading Partners through the IBM B2B Services environment regardless of differing web services interfaces.

## 2.5 Set-Up Services

### a. IBM Sterling B2B Services – Integration Basic – Advanced Integration Services

IBM will:

- analyze the technical requirements for Advanced Map development using the file format, implementation guide, and the related business requirements. Each Trading Partner combination may require a separate analysis; and
- develop required MRS and Advanced Maps for Client's current production Trading Partners; and implement the developed Advanced Maps into the production Cloud Service environment.

### b. IBM Sterling B2B Services – Integration Basic – Data Extraction Service Surcharge

Consists of building a table to store information from specific transactions and configuring the communication of the table to Client on a scheduled basis.

### c. IBM Sterling B2B Services – Integration Basic – Expectant Event Alerting Service

IBM will:

- Define Client's identified events based on a schedule or time of day;
- Determine the email address(es) to which to send the alerts;
- Determine the intervals at which the alert(s) must be sent; and
- Establish the event and its related alert routing/emails.

### d. IBM Sterling B2B Services – Integration Basic – Gentran Services

IBM will:

- analyze the technical requirements for Standard Map development using the file format, implementation guide, and the related business requirements. Each Trading Partner combination may require a separate analysis;
- develop required MRS and Standard Maps for Client's current production Trading Partners; and
- implement the developed Standard Maps into the production Cloud Service environment.

### e. IBM Sterling B2B Services – Integration Basic for RosettaNetPIP Trading Partner Configuration

Consists of establishing and testing the connectivity between Client and Client's Trading Partner using RNIF 2.0.

### f. IBM Sterling B2B Services – Integration Basic Integration Basic for RosettaNetPIP Configuration

IBM will:

- analyze the technical requirements for Advanced Map development where either the source or output of the Advanced Map is based on the CIDX standard, PIDX standard, or RosettaNet standard (as applicable), using the file format, implementation guide, and the related business requirements. Each Trading Partner combination may require a separate analysis;
- develop required MRS and Advanced Maps for Client's current production Trading Partners; and

- implement the developed Advanced Maps into the production Cloud Service environment.
- g. IBM Sterling B2B Services – Integration Basic – Project Implementation**  
Consists of IBM working with Client's Project Manager to agree to a project plan for map development and Trading Partner configuration and then completing the map development and Trading Partner configuration activities according to the established project plan.
- h. IBM Sterling B2B Services – Integration Basic – Secondary Services**  
Consists of developing a Map for the same transaction type, version, and application file layout as an existing Advanced Integration Services, Gentran Integration Services, or Standard Integration Services Map.
- i. IBM Sterling B2B Services – Integration Basic – Standard Services**  
IBM will:
- analyze the technical requirements for Standard Map development using the file format, Implementation guide, and the related business requirements. Each Trading Partner combination may require a separate analysis;
  - develop required MRS and Standard Maps for Client's current production Trading Partners;
  - implement the developed Standard Maps into the production Cloud Service environment; and
  - work with Client to manage the implementation of Client's Trading Partner community. This service could include set up, configuration, and testing of Trading Partner connections.
- j. IBM Sterling B2B Services – Integration Plus – Project Implementation**  
Consists of working with Client to determine activities necessary to configure IBM Sterling B2B Services, which will include design, physical connectivity, production configuration, testing, and operational and support planning. IBM may:
- provide analysis, design, and project planning services to assess Client's current environment;
  - perform initial setup of hardware systems, communications, and application interfaces on IBM premises;
  - maintain project communications through Client's Project Manager;
  - measure and evaluate progress against the project plan with Client's Project Manager;
  - conduct periodic project status meetings;
  - coordinate project changes with Client's Project Manager; and
  - coordinate and manage the technical activities of IBM project personnel.
- IBM may assist Client in completing the following tasks:
- prepare Trading Partner/document type information flow diagram;
  - prepare a project plan;
  - establish a test plan for: (a) networking/communication, (b) report reconciliation, and (c) application integration; and
  - configure and test support systems.

## 2.6 On-Demand Services

- a. IBM Sterling B2B Services – Integration Basic – Map Change**  
Consists of making up to four (4) data changes, conducting up to two (2) testing cycles, and updating the MRS as required.
- b. IBM Sterling B2B Services – Integration Basic – Secondary Integration Service**  
Consists of developing a Map for the same transaction type, version, and application file layout as an existing Advanced Integration Services, Gentran Integration Services, or Standard Integration Services Map.

**c. IBM Sterling B2B Services – Integration Basic – Standard Services**

IBM will:

- analyze the technical requirements for Standard Map development using the file format, Implementation guide, and the related business requirements. Each Trading Partner combination may require a separate analysis;
- develop required MRS and Standard Maps for Client's current production Trading Partners;
- implement the developed Standard Maps into the production Cloud Service environment; and
- work with Client to manage the implementation of Client's Trading Partner community. This service could include set up, configuration, and testing of Partner connections.

**d. IBM Sterling B2B Services – Integration Basic – Advanced Integration Services**

IBM will:

- analyze the technical requirements for Advanced Map development using the file format, implementation guide, and the related business requirements. Each Trading Partner combination may require a separate analysis; and
- develop required MRS and Advanced Maps for Client's current production Trading Partners; and implement the developed Advanced Maps into the production Cloud Service environment.

**e. IBM Sterling B2B Services – Integration Basic – Gentran Services**

IBM will:

- analyze the technical requirements for Standard Map development using the file format, implementation guide, and the related business requirements. Each Trading Partner combination may require a separate analysis;
- develop required MRS and Standard Maps for Client's current production Trading Partners; and
- implement the developed Standard Maps into the production Cloud Service environment.

**3. Content and Data Protection**

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

**IBM Supply Chain Business Network Essentials Edition**

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

**IBM Supply Chain Business Network Standard & Premium Edition**

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=B826DED0BA7311E7A5A50513C295686A>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

### 3.1 Data Use

IBM will not use or disclose the results arising from Client's use of the Cloud Service that are unique to your Content (Insights) or that otherwise identify Client. IBM may however use Content and other information (except for Insights) that results from Content in the course of providing the Cloud Service subject to removing personal identifiers; so that any personal data can no longer be attributed to a specific individual without the use of additional information. IBM will use such data only for research, testing, and offering development.

## 4. 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.

### 4.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available. 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 3 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.

### 4.2 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)
Less than 99.9%	2%
Less than 99%	5%
Less than 95%	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%. IBM will make a rebate directly available to Client.

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.

## 5. Technical Support

Technical support for the Cloud Service is provided via telephone, email, online forums, and an online problem reporting system. IBM's software as a service support guide available at [https://www.ibm.com/software/support/saas\\_support\\_guide.html](https://www.ibm.com/software/support/saas_support_guide.html) provides technical support contact and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

## 6. Entitlement and Billing Information

### 6.1 Charge Metrics

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

- Document is a unit of measure by which the Cloud Service can be obtained. A Document is defined as a finite volume of data that is enveloped within a document header and trailer record that marks its beginning and end. Sufficient entitlements must be obtained to cover the total number of Documents processed by the Cloud Service during the measurement period 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 Client ID, partner ID, supplier ID, vendor ID, or EDI ID. Sufficient entitlements must be obtained to cover the total number of Entity IDs contained in the Cloud Service during the measurement period specified in the Transaction Document. The Entity ID is a unique identifier for a trading entity, regardless of that trading entity's organizational structure.
- Gigabyte is a unit of measure by which the Cloud Service can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the Cloud Service during the measurement period specified in the Transaction Document.
- Map is a unit of measure by which the Cloud Service can be obtained. A Map is defined as an electronic correlation that is used during the run-time of a transaction that determines what to do with source data fields to make them understandable by the recipient of the data. Sufficient entitlements must be obtained to cover the total number of Maps provided by the Cloud Service that transform input data into something that is understood on the output side during the measurement period specified in the Transaction Document.
- PIP (Partner Interface Process) is a unit of measure by which the Cloud Service can be obtained. A PIP is defined as an orchestration of transactions into a business process. There are 1 way, 2 way, and 3 way PIPS, each of which is considered a single PIP unit. The term "way" designates how many individual transactions it takes to make up the process. Sufficient entitlements must be obtained to cover the total number of PIPs that are processed by the Cloud Service during the measurement period specified in the Transaction Document.
- Request is a unit of measure by which the Cloud Service can be obtained. A Request is defined as the act by the client that authorized IBM to perform the 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. Sufficient entitlements must be obtained to cover the total number of Requests submitted to the Cloud Service during the measurement period specified in the Transaction Document.
- Server Call is a unit of measure by which the Cloud Service can be obtained. A Server Call is data passed to and processed by the Cloud Service as a result of a Client tagged event, initiated by a tracked visitor. Sufficient entitlements must be obtained to cover the number of Server Calls used by the Cloud Service during the measurement period specified in the Transaction Document.

### 6.2 Set-Up Charges

A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

An on-demand set-up charge, if ordered, will be billed at the rate specified in the Transaction Document for each setup service.

### 6.3 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

### 6.4 Billing Frequency

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

## 7. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of their 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 90 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 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90 day period.

## 8. Additional Terms

### 8.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

### 8.2 Enabling Software

The Cloud Service requires the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service. Enabling software is provided to Client under following terms:

Enabling Software	Applicable License Terms (if any)
<ul style="list-style-type: none"><li>• IBM Sterling Connect: Direct Standard Edition</li><li>• IBM Sterling Connect: Direct Standard Edition for Non-Production Environment</li><li>• IBM Sterling Connect: Direct Premium Edition</li><li>• IBM Sterling Connect: Direct Premium Edition for Non-Production Environment</li></ul>	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/4AEB962BBB7F71EB85257D9000786C0F?OpenDocument">http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/4AEB962BBB7F71EB85257D9000786C0F?OpenDocument</a>

### 8.3 Customized Scripts

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.

### 8.4 Setup Service Requirements

As reasonably required by IBM to fulfill its obligations for Services, Client agrees to provide (1) sufficient access to Client's systems, information, personnel and resources and perform Client's other responsibilities in furtherance of the Set Up Services, and (2) a suitable and safe work environment for IBM employees and contractors while those employees and contractors are on Client's premises, 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.



## 8.5 Client & Trading Partner Responsibilities

To properly implement and run the Cloud Service, Client and Client's Trading Partners will need to do the following:

- a. Set up the connection between Client and IBM and work with IBM during joint connectivity testing;
- b. 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;
- c. Inspect data for accuracy and completeness and ensure that appropriate safeguards are in place to identify data, processing, and transmission errors;
- d. 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;
- e. Set the applicable data-processing parameters and transmissions parameters;
- 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 the Cloud Service; and
- g. Maintain business continuity and communicate expectations to Client's Trading Partner community, regarding test periods, migrations, and conversions of and to the Cloud Service.

## 8.6 Project Manager

Prior to the start of the Cloud Service, Client will designate a person called Client's Project Manager who will be the focal point for IBM communications relative to this project and who will have the authority to act on behalf of Client in all matters regarding this project.

Client's Project Manager's responsibilities include the following:

- a. manage Client's personnel and responsibilities for this project;
- b. serve as the interface between IBM and all Client's departments participating in the project;
- c. administer the project change control procedure with the IBM project manager;
- d. participate in project status meetings;
- e. obtain and provide information, data, approvals, and decisions within five (5) working days of IBM's requests unless Client and IBM agree in writing to a different response time;
- f. resolve deviations from the estimated schedule, which may be caused by Client;
- g. help resolve and escalate project issues within Client's organization, as needed;
- h. review with the IBM project manager any of Client's invoice of billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price, and will be managed through the project change control procedure; and
- i. work with IBM to create the project plan for the performance of the configurations and setup which will include the activities, tasks, assignments, milestones, and estimates.