

Service Description

IBM Partner Engagement Manager

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 Partner Engagement Manager provides a Client access to tools to organize their Client's partner community. Clients may authorize Client's trading partners or other third parties to access the Cloud Service to exchange data with Client, or to use the Cloud Service on behalf of the Client as a guest user ("Guest User"). A Guest User may be provided the ability to view and participate in activities at Client's direction to support partner engagements with a Client and visibility to information, software, and data that are created, provided, uploaded, or transferred by Client or any user authorized by Client. IBM Partner Engagement Manager Service can be deployed on a public cloud or a dedicated cloud. In addition, Client can choose to use the Local Feature of the Partner Engagement Manager Service to keep some aspects of their data, and some aspects of the corresponding service that operates on that data, behind their firewall. The Cloud Service includes:

- a. partner management that allows Client to include Client's partners in the Cloud Service through invitations that are sent to the partners enabling them to register for Client's instance of the Cloud Service. A partner centric view allows Client to view specifics on each partner, including organization, administrator contacts, user contacts, attributes assigned to a partner, and the status of each of the activities assigned to a partner;
- b. user management that enables Client's administrator to add other users, enable a partner administrator to add users within the partner's organization through invitations under Client's respective hierarchies;
- c. use of the partner interface as a self-help interface for activity creation, rollout, execution, and monitoring. During the activity definition phase, Client can use activity designer to create a set of activities for a partner based on Client's specific business needs and establish workflows to engage Client's partners in distributed activities. Activity designer provides an interactive, graphical visual representation of the workflow and user interface that will be presented to the partner. The activity designer consists of the following components:
 - task flow designer – to define the task flow;
 - dialog flow designer – to define the flow of the dialog for a specific task; and
 - dialog appearance designer – to define the dialog that will be presented to a partner;
- d. ability to create and assign partner attributes to help in organizing and segmenting a partner base. Partners can be organized into groups by using criteria specific to Client, such as industries, size, products, regions, technical capabilities, etc. Partner attributes can be used when rolling out an activity to help Client identify the partners to consider inviting to participate;
- e. activity monitoring that enables Client to monitor the progress of an activity through a user interface that provides a summary of the progress of each partner displayed on a collective basis, including a view of the success, delays, and failures in established workflows. Client can gain further insight into the partner's progress by viewing the steps that a partner has completed and steps yet to be completed on a real time basis. The partner has the same view of the progress on an activity that is available to Client;
- f. activity approval that enables Client to review steps in an activity where Client has specified that Client need to provide an approval before moving onto the next steps for an activity;
- g. secure and flexible infrastructure that includes a REST API integration component to allow Client to integrate Client's systems of record as well as other services and applications with the Cloud Service. APIs can be added at different points within an activity. The Cloud Service includes an API configuration option as part of its activity designer;

- h. file sharing that enables Client and Client's partners to upload and share files in support of the completion of activities. Client will also be able to upload image files that can be used in support of customizing Client's instance of the IBM SaaS as well as for use with the activity designer. The IBM SaaS limits the collective file capacity to 750 GB. If Client uses the Local Feature, Client's collective file capacity will not be limited; and
- i. purge capability that may remove closed activities that are older than 180 days. Contact and configuration data found in the IBM Partner Repository is not subject to being purged. In addition, if Client uses the Local Feature, Client can choose whether to purge activity data.

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). IBM will comply with requests from Client, its employees, or Guest Users to access, update, correct or delete such personal information.

1.1 Cloud Service Limitations

The Cloud Service does not include:

- a. third party websites linked to or made accessible by the Cloud Service through which a Client or an 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. Client 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. Such Client responsibilities shall be provided 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 performing Client responsibilities related to the Set Up Services;
- c. Client security as Client is responsible for ensuring that each Cloud Service User protects account identification and password information and controls that may access a Cloud Service User account or use the Cloud Service on Client's behalf; or
- d. Client's infrastructure.

1.2 Optional Services

1.2.1 IBM Partner Engagement Manager Premium Data Add On

Provides Client with an additional level of data segregation with exclusive application and database processing and separation by virtual local area networks.

1.2.2 IBM Partner Engagement Manager Additional Data Retention 1 Year

Provides Client with the option to retain Client's closed activity data beyond the normal purge schedule. This timeframe can be extended for a period of time based upon the number of acquired one year retention periods purchased.

1.3 Setup Services

In order for IBM to deliver the Service Engagement and Maintenance Services, Client will:

- a. designate a Client point of contact to whom all communications relative to the Cloud Service will be addressed, and who will:
 - (1) have the authority to act on Client's behalf in all matters regarding the Cloud Service;
 - (2) serve as the interface between IBM and all Client departments participating in the Cloud Service;
 - (3) participate in project status meetings, obtain and provide information, data, and decisions within three (3) working days of IBM's request;
 - (4) help resolve and escalate Cloud Service issues within Client's organization as needed; and
 - (5) provide IBM access to Client's Cloud Services;
- b. provide IBM access to Client's Cloud Services;
- c. provide IBM with remote access for all external interactions;
- d. cooperate towards completing Client tasks and activities;

- e. acknowledge and agree that the services are designed to support one business area implementing the Cloud Service, with one set of requirements. The Cloud Service may support deployments for multiple business areas, but additional areas may require additional Service Engagements;
- f. provide Client's business requirements relative to the Service Engagements purchased;
- g. be responsible for the development and implementation of test plans, corresponding test scripts, and associated data;
- h. be responsible for the development of end user business procedures and development and delivery of enablement services to the end users; and
- i. consult with IBM prior to engaging third parties whose work may affect IBM's ability to provide the Services, and be responsible for the management and performance of the third parties.

1.3.2 Service Engagements Definitions

- a. **Activity** – is defined as the configuration of a workflow within the Cloud Service that will be executed by Client's Guest Users to perform various tasks.
- b. **Activity Testing** – is defined as the process to be followed for testing an Activity once it has been developed, unit tested and moved to production. There are two general categories for Activities and the testing for each is defined below:
 - (1) **Onboarding Activity** – this Activity provides a method for a Client's partner to self-onboard to a Client's system via a chosen protocol (i.e. SFTP, AS2). Alternatively, Client can choose to do the onboarding on the partners' behalf. If Client has not purchased Campaign Management and they have opted for the partners to do the self-onboarding, IBM will assist Client with the rollout of the onboarding Activity to the first 10 partners and will work closely with the Client on follow-up communications with those 10 partners until 2 of them have agreed to participate. At that point, the follow-up communications with the remaining 8 partners will be the responsibility of the Client. Whether the partners will self-onboard or Client will onboard on their behalf, IBM will support Client resources in the actual onboarding of the first 2 partners by providing error and issue resolution to ensure a successful implementation for each one. The goal is to complete the onboarding of the first 2 partners within the first 2 weeks of moving the Activity to production. If the Client has purchased Campaign Management, refer to the section on Campaign Activity Execution Service below for the length of time that IBM will assist with the onboarding of the partners.
 - (2) **Non-Onboarding Activity** – this is any Activity that does not involve onboarding (i.e. Certification Refresh). IBM will assist Client with the testing of each non-onboarding Activity once it is moved to production. The testing is limited to 5 days and can be accomplished with an actual partner or with a mock partner.
- c. **Partner Cycle** – is defined as an attempt to onboard a Guest User with a single set of contact information.
- d. **Mock Partner** – is defined as Client staff emulating an external Guest User.
- e. **Rollout** – is defined as the process to be followed to enable the commencement of an Activity within the Cloud Service that consists of three parts:
 - the loading of partner profile data;
 - the loading of the partner transmission data; and
 - the execution of the rollout function for the Activity.
- f. **Campaign** – is defined as the execution of an Activity using one or many Rollouts.

1.3.3 Service Engagements

- a. **IBM Partner Engagement Manager Managed Hosted Setup Service Engagement**
IBM will provide remotely delivered services to set up the Cloud Service. Services will include the following tasks:
 - (1) Define and document the high level solution to include Partner Engagement Manager portal ("PEM"); Partner Repository ("PR") including PR REST API Server with supporting DB2 database; and Partner Provisioner ("PP") including PP REST API Server and MQ Server On Cloud;

- (2) Integration with currently deployed on premise or private cloud modules to include B2Bi REST API Server; SSP REST API Server; and LDAP Server for both a single node production and a single none non-production installation. High availability setup is not covered;
- (3) Configuration for above products to include identifying and defining ports required; identifying a single sponsor, single Mock Partner, and single Mock Partner user; defining configuration for the pre-defined SFTP Managed File Transfer Onboarding Activity; and assisting Client with configuration requirements for firewall and load balancer integration with SaaS based PEM, PR and PP with locally deployed B2Bi, SSP and LDAP applications;
- (4) Assist with the development of the test plan by providing recommended test cases for non-functional and functional test cases;
- (5) Provide assistance on the Cloud Service integration with the Client's solutions identified above to validate TCP/IP topology configuration for the protocols to include HTTPS for REST API integration, and HTTPS for browser based access to PEM; to include configuration information for up to one (1) sponsor, one (1) Mock Partner, and one (1) Mock Partner User; and complete one (1) pre-defined Activity where the SFTP scenario is the default Activity or an alternative pre-defined Activity may be selected during design time;
- (6) Configure IP address, port, user id and certificate for the Cloud Service; configure IP address, port, user id and certificate for PR including REST API Server; configure IP address, port, user id and certificate for Partner Provisioner including REST API Server to integrate with IBM Sterling File Gateway ("SFG") configuration (automated); IBM Sterling Secure Proxy ("SSP") configuration via configuration manager (automated); IBM Sterling External Authentication Server ("SEAS") configuration (manual); and LDAP configuration (manual);
- (7) Conduct unit testing for the tasks identified in the selected activity in both non-production and production on premise environments;
- (8) Support Client resources by providing error and issue resolution during user acceptance testing (limited to five days of testing); and
- (9) Create a Cloud Service solution definition document.

b. IBM Partner Engagement Manager Local Feature Setup Service Engagement

IBM will provide remotely delivered services to set up the Cloud Service Local Feature. Services will include the following tasks:

- (1) Define and document the high level solution to include a single PEM instance; a single PR including PR REST API Server; and a single PP including PP REST API Server and a single embedded JMS Server Local Feature without high availability;
- (2) Integration with currently deployed on premise or private cloud module to include B2Bi REST API Server and LDAP Server for both a single node production URL and a single node non-production URL installation;
- (3) Configuration for the above products to include installation requirements for host operating system; installation requirements for Docker environment; installation requirements for Relational Database system; identifying and defining ports required; identifying a single sponsor, single Mock Partner, and single Mock Partner User; defining configuration for the pre-defined SFTP Managed File Transfer Onboarding Activity; and assisting Client with configuration requirements for firewall and load balancer integration with locally deployed B2Bi and LDAP applications;
- (4) Assist with the development of the test plan by providing recommended test cases for non-functional and functional test cases;
- (5) Provide assistance on the Cloud Service integration with the Client's solutions identified above to validate TCP/IP topology configuration for the protocols to include HTTPS for REST API integration; and HTTPS for browser based access to PEM; including configuration information for up to one (1) sponsor, one (1) Mock Partner, and one (1) Mock Partner User; and one (1) pre-defined Activity where the SFTP scenario is the default Activity or an alternative pre-defined Activity may be selected during design time;

- (6) Configure IP address, port, user id, and certificate for a single PEM instance; configure IP address, port, user id, and certificate for a single PR instance; configure IP address, port, user id, and certificate for a single PP instance; to integrate with SFG configuration (automated); SSP configuration via Configuration Manager (automated); SEAS configuration (manual); and LDAP configuration (manual);
- (7) Conduct unit testing for the tasks identified in the selected activity in both non-production and production on premise environments;
- (8) Support Client resources by providing error and issue resolution during user acceptance testing (limited to five days of testing); and
- (9) Create a Cloud Service solution definition document.

c. IBM Partner Engagement Manager Basic Activity Development Service Engagement

IBM will provide remotely delivered services to implement a basic Activity for use in the Cloud Service. The basic Activity will include up to 4 hours of Activity design, up to 9 screens with less than 20 fields, up to 1 screen with less than 50 fields, up to 10 API calls, and up to 10 email customizations. It will also include Activity Testing as defined in the Services Engagement Definitions section.

d. IBM Partner Engagement Manager Intermediate Activity Development Service Engagement

IBM will provide remotely delivered services to implement an intermediate Activity for use in the Cloud Service. The intermediate Activity will include up to 20 hours of activity design, up to 20 screens with less than 20 fields, up to 2 screen with less than 50 fields, up to 16 API calls, up to 1 dynamic table, and up to 20 email customizations. It will also include Activity Testing as defined in the Services Engagement Definitions section.

e. IBM Partner Engagement Manager Advanced Activity Development Service Engagement

IBM will provide remotely delivered services to implement an advanced Activity for use in the Cloud Service. The advanced Activity will include up to 40 hours of activity design, up to 36 screens with less than 20 fields, up to 4 screen with less than 50 fields, up to 40 API calls, up to 2 dynamic tables, and up to 34 email customizations. It will also include Activity Testing as defined in the Services Engagement Definitions section.

f. IBM Partner Engagement Manager Modify An Activity Development Service Engagement

IBM will provide remotely delivered services to modify an existing Activity for use in the Cloud Service. The modification of an Activity will include up to 1 hour of Activity design, for up to 3 screens with less than 20 fields, up to 1 screen with less than 50 fields, up to 4 API calls, and up to 1 email customization. It will also include Activity Testing as defined in the Services Engagement Definitions section.

g. IBM Partner Engagement Manager Campaign Activity Execution Service

IBM will provide remotely delivered services to include the following tasks:

- (1) Work with Client to define campaign size and frequency;
- (2) Campaign execution for certain identified Guest Users which must be completed within the then current term of the Cloud Service or two (2) years from the service purchase, whichever is less;
- (3) Define the number of rollouts for the campaign;
- (4) Define the number of Guest Users that will participate in the campaign Activity execution service:
 - (a) Each Guest User that participates is considered one contact point; and
 - (b) Guest Users that participate in multiple campaign Activity executions will be counted as additional Guest Users on a per campaign Activity basis;
 and
- (5) Notify Client of the number of successfully rolled out Guest Users, and details of any Guest Users whose implementation failed.

h. IBM Partner Engagement Manager Campaign Rollout Service

IBM will provide remotely delivered services to include the following tasks:

- (1) Import partner profile data (provided by Client) to the PR;
- (2) Import partner transmission data (provided by Client) to the PR;
- (3) Rollout activity to Guest Users identified by Client to participate in current campaign;
- (4) IBM will engage in up to three (3) communication efforts for each Partner Cycle to obtain a response to Client' community request and will provide weekly program status updates. Client may provide a maximum of two (2) additional sets of contact information for any individual Guest User that fails to respond when its Partner Cycle is exhausted up to a maximum of 5% more sets of contact information. (e.g. 1,000 Guest User engagement, IBM will allow no more than 1,050 Partner Cycles in an attempt to reach the 1,000 Guest User community);
- (5) If a Guest User responds to Client's community request and seeks to comply with Client's community request, that Guest User is not limited by the maximum Partner Cycle communication attempts. Further, if Client contacts an escalated non-responsive Guest User, and that Guest User then responds, that Guest User will not be counted as a new Partner Cycle. If that Guest User again becomes non-responsive, the Guest User will again be escalated to Client;
- (6) Notify Client of the number of successfully rolled out Guest Users and details of Guest User implementations which failed;
- (7) Guest User contact will consist of no more than the following:
 - (a) Email notification when Cloud Service registration occurs;
 - (b) Email notification when a Cloud Service activity is rolled out;
 - (c) Two (2) email alerts if activity is not completed within the defined timeframe;
 - (d) Response (or escalation to Client) to emails sent by Guest Users; and
 - (e) If no response following two (2) email alerts, a phone call will be placed to the Guest User.
- (8) Reporting
 - (a) Provide daily status reports to Client through email or an automated tool; and
 - (b) Provide daily report of escalated Guest Users. Possible escalation causes are listed as below:
 - (i) Guest User is non-responsive after three (3) contact attempts;
 - (ii) Guest User email address is invalid;
 - (iii) Guest User is unable to comply with the request; and
 - (iv) Guest User has business-related questions;

Completion Criteria

- Guest User successfully onboarded through PP; or
- Guest User final escalation to Client.

Deliverable

- Onboarding Summary Report

i. IBM Partner Engagement Manager Campaign Management Service

IBM will provide remotely delivered services to include the following tasks:

- (1) Onboard the Guest User through a Cloud Service campaign rollout

Completion Criteria

- Guest User successfully onboarded through PP; or
- Guest User final escalation to Client.

2. 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):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413339970065>

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.

2.1 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.

Clients may opt-out of collection of such data prospectively by following the instructions through this IBM link: <https://www.ibm.com/watson/customer-engagement/offering-innovation>.

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 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 or Guest User errors; or Client or Guest User-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.

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)
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.

3.3 Exclusions

When the Client uses the Local Feature, this SLA does not apply.

4. Technical Support

Technical support for the Cloud Service is provided via email, online forums, and an online problem reporting system. IBM's software as a service support guide available at https://www-01.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.

5. Entitlement and Billing Information

5.1 Charge Metrics

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

- Engagement is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the Cloud Service. Sufficient entitlements must be obtained to cover each Engagement.
- Instance is a unit of measure by which the Cloud Service can be obtained. An Instance is access to a specific configuration of the Cloud Service. Sufficient entitlements must be obtained for each Instance of the Cloud Service made available to access and use during the measurement period specified in Client's PoE or Transaction Document.
- Entity ID is a unit of measure by which the Cloud Service can be obtained. An Entity ID is a unique identifier for any entity represented within the Cloud Service. Sufficient entitlements must be obtained to cover the number of Entity IDs identified in the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

For IBM Partner Engagement Manager, the Entity ID is a unique identifier for a trading entity, regardless of that trading entity's organizational structure. An Entity ID may be referred to within the service as a customer ID, partner ID, supplier ID, vendor ID, EDI ID, managed file transfer transmission unique contact resource for the data file exchange, or a managed file transfer transmission unique end point consisting of an IP address, a port number, and a designated file folder directory name that is authentication by a specific ID with applicable credentials.

5.2 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.

5.3 Pay per Use Charges

A pay per use charge will be billed at the rate specified in the Transaction Document in the month following such use.

5.4 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.

5.5 Remote Services Charges

A remote service charge will be billed at the rate specified in the Transaction Document for services defined in the Services Engagement. Service Engagements will expire 180 days from purchase regardless of whether the remote service has been used. The expiration date will not apply to the IBM Partner Engagement Manager Campaign Management Service which will expire at the end of the initial term or two (2) years, whichever is sooner.

An on-demand remote service charge, if ordered, will be billed at the rate specified in the Transaction Document.

5.6 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.

5.7 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

6. 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. Client is deemed to have access to the Cloud Service, and as such, is obligated to begin payment according to the Transaction Documents when Client is able to connect, configure, customize, or test the Cloud Service. 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.

7. Additional Terms

7.1 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.

7.2 Client Responsibilities

Client or Client's Guest Users are responsible to:

- a. implement connectivity between Client systems and the Cloud Service and cooperate and work with IBM to resolve 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. for any repository that is maintained by Client, Client will maintain supporting data and appropriate backup of content sufficient to enable the recovery of all data, files, and other materials needed to re-perform any service provided by the Cloud Service;
- g. maintain 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;
- h. ensure that an escalation process is put in place to efficiently handle Guest User escalations from IBM and resolve the escalation within thirty (30) days; and
- i. provide all partner profile data and partner transmission data required to populate Cloud Service dialogs, configure SFG and retain in the PR for future use to IBM in the agreed upon data file format at least one (1) business day prior to each campaign start date.

Client's Guest Users execute an online agreement which may be required, and will be provided by IBM in order to access and use the Cloud Service. Client is responsible for a) Guest Users use of the Cloud Service, b) any claims made by the Guest Users relating to such use and c) charges incurred by a Guest User.

7.3 Partner Engagement Manager Local Feature

7.3.1 General

IBM Partner Engagement Manager includes a local feature that allows the Client to keep some aspects of their data, and some aspects of the corresponding service that operates on that data, behind their firewall (the "Local Feature").

7.3.2 Updates

IBM will provision all releases of Client's instances of the Cloud Service and related services. The Client will be notified of all new releases so that they can obtain the new release through a Bluemix registry via Client's Bluemix account. The Client will have up to one hundred and twenty (120) days from notification of the new release to adopt the new release behind their firewall. Each new release will work for up to 120 days. After 120 days, the release will no longer function and the Client will need to adopt a more recent release to continue using the Cloud Service. In addition, upon termination of the Agreement, the Cloud Service will no longer function.

Specifics regarding new releases can be found at

https://www.ibm.com/support/knowledgecenter/SSKPRS/com.ibm.help.pem.deploying.doc/t_getstart_local.html, which may be updated by IBM from time to time.

7.3.3 Communication Connection

Partner Engagement Manager will periodically validate that the connection to Cloud Service is being maintained. If there is a connection failure that is preventing the Local Feature from communicating with the Cloud Service, then IBM may provide the Client with notice to restore the connection. If the connection is not restored within seven (7) calendar days, IBM reserves the right to temporarily suspend or terminate the service until the connection can be restored.

7.3.4 IBM and Client's Requirements

Client will:

- Provide and manage local cloud infrastructure on Client's computers in conformance with the requirements provided at https://www.ibm.com/support/knowledgecenter/SSKPRS/com.ibm.help.pem.sys.requirements.doc/c_sw_hw_reqs.html which may be updated by IBM from time to time.
- Allow IBM access to and control over the Partner Engagement Manager runtime during the term of the Cloud Service.
- Client will not modify or tamper with the Partner Engagement Manager image in any way.
- Allow IBM Partner Engagement Manager network connectivity to contact the IBM Partner Engagement Manager license/analytics component running in IBM public cloud.
- Establish and agree to terms to establish an IBM Bluemix account to gain access to the latest releases of IBM Partner Engagement Manager.
- Support the IBM team during troubleshooting and ongoing activities.
- If Client elects to use the alternative MQ Server Client will be responsible to deploy and manage the supporting MQ system.

If Client elects to use PEM Local Client will be responsible to deploy and manage the supporting relational database system using the embedded IBM DB2 or Client supplied Oracle 12c. IBM will:

- Provide a new release at least every ninety (90) days.
- Provide Client with access to a Docker™ image that the Client can adopt behind their firewall.
- Include a component that will allow the Client to maintain the IBM Partner Engagement Manager database schema.

7.3.5 Supporting Programs

IBM Partner Engagement Manager includes the Supporting Programs identified below. Client is authorized to use such Supporting Program as part of the Local Feature only to support Client's use of the Cloud Service under this Agreement and within the limits of the Proofs of Entitlement. The phrase "to support Client's use" includes only those uses that are necessary or otherwise directly related to the authorized use of the Cloud Service or another Supporting Program. The Supporting Programs may not be used for any other purpose. Client is not authorized to transfer or remarket the Supporting Programs separate from the Cloud Service. A Supporting Program may be accompanied by terms, and those terms, if any, apply to Client's use of that Supporting Program. In the event of conflict, the terms in this document supersede the Supporting Program's terms. When Client's right to use the Cloud Service expires or terminates, Client must discontinue use, destroy or promptly return all copies of the Supporting Programs to IBM. If Client wishes to license the Supporting Programs for any use beyond the limits set forth above, please contact an IBM Sales Representative.

The following are Supporting Programs provided in the Local Feature:

- IBM SDK, Java Technology Edition V7.1 SR3 FP30
- IBM WebSphere Application Server – Liberty 8.5
- IBM MQ

7.3.6 Separately Provided Product

The provisions of this paragraph do not apply to the extent they are held to be invalid or unenforceable under the law that governs this Agreement. Each of the components listed below is considered "Separately Provided Product". IBM Separately Provided Products are made available to Client under the terms of the applicable third party agreement(s) set forth in the NON_IBM_LICENSE file(s) located https://www.ibm.com/support/knowledgecenter/SSKPRS/com.ibm.help.banner.doc/NON_IBM_LICENSE.txt. Notwithstanding any of the terms in the Agreement, or any other agreement Client may have with IBM, the terms of such third party agreement(s) governs Client's use of all Separately Provided Product unless otherwise noted below.

Future Cloud Service updates or fixes may contain additional Separately Provided Products. Such additional Separately Provided Products and related third party agreements are listed in another NON_IBM_LICENSE file that accompanies the Cloud Service update or fix. Client acknowledges that

Client has read and agrees to the third party agreements contained in the NON_IBM_LICENSE file(s). If Client does not agree to the terms of these third party agreements, Client may not use the Separately Provided Product(s).

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The following are Separately Provided Products:

- CentOS Linux

NON_IBM_LICENSE file

The NON_IBM_LICENSE file is located in

https://www.ibm.com/support/knowledgecenter/SSKPRS/com.ibm.help.banner.doc/NON_IBM_LICENSE.txt.

7.3.7 Third Party Components

IBM Partner Engagement Manager may include third party components that IBM, not the third party, provides under this Agreement. Notices, if any, for the third party components ("Third Party Notices") are included for Client's information only. These notices can be found in the Cloud Service NOTICES file(s). Information on how to obtain source code for certain third party components can be found in the Third Party Notices.

7.3.8 Miscellaneous

If the Client has chosen to use the Local Feature of the Cloud Service, the Client will be solely responsible for the use and retention of information collected from the European Union. As a result, an IBM self-certification related to the Cloud Service for Privacy Shield does not apply.