

## Service Description

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### IBM Supply Chain Business Network

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 Supply Chain Business Network is a cloud-based, business-to-business (B2B) integration-as-a-service solution providing connectivity and collaboration between the Client and their trading partners. Client's trading partners are organizational entities with which Client has a business relationship. The Cloud Service delivers visibility and control over the business processes shared with outside companies and can provide onboarding and community support for Client's trading partners.

The Cloud Service allows Client and its trading partners to transmit data to IBM, which may be transformed from one business document format to another, based on Client-provided business rules, and, in turn, forwarded to Client's trading partner(s) either via direct connections with IBM or using interconnect services. Client's electronic documents can follow traditional Electronic Data Interchange ("EDI") standards, XML-based standards, or proprietary standards and formats. The Cloud Service includes, but is not limited to, data transport, carbon copy, delimiter conversion and document clipping.

The Cloud Service leverages interconnections through one or more gateways or networks provided by third parties ("Interconnect Services" and each third party an "Interconnect Provider") to enable the Client to send to, and receive from, other public and private networks that Client's trading partners use.

IBM will establish the hardware, software, and communications for the Cloud Service. Client and IBM each retain responsibility for their respective network entry point access control, firewalls, user security, and hardware. As part of this Cloud Service, IBM will implement connectivity between Client and IBM and will work with Client during joint connectivity testing between Client and IBM.

#### 1.1 Base Subscriptions

##### a. IBM Supply Chain Business Network-Essentials Edition

This Cloud Service provides secure connectivity to trade EDI and non-EDI documents with the Client's trading community. It includes document tracking visibility as well as analytics dashboards and trends. Dynamic routing enables the Client to trade with any entity already on the IBM network with no additional configuration. Client may configure new partners, that use third party services, on the IBM network, provided IBM has an interconnect agreement in place with their provider. Client's initial configuration to connect to the Cloud Service is included (Co-Managed VPN carries a monthly service fee). Client must acquire either Document or Kilo Character entitlements to this Cloud Service.

##### b. IBM Supply Chain Business Network-Standard Edition

This Cloud Service automates the transformation of business documents into various data formats using methodologies based on business rules that Client provides and exchanges to and from any trading partner, pursuant to Client's instructions. This edition is for Clients that require some level of mapping and data transformation to meet the needs of their trading partners, in addition to the routing of data. It includes inflight visibility, analytics dashboards and trends, as well as business transaction intelligence with cognitive capabilities. Client's initial configuration setup(s) to connect to the Cloud Service is included (Co-Managed VPN carries a monthly service fee). Client must acquire either Document or Kilo Character entitlements to this Cloud Service. Client must acquire entitlements to the map setup described in this Service Description, and one trading partner setup and support as described here:

##### (1) IBM Supply Chain Business Network-Standard Edition-Trading Partner Setup Remotely Delivered Service

This service consists of the configuration and testing of one of the Client's trading partner connections to the Cloud Service.

##### (2) IBM Supply Chain Business Network-Standard Edition-Support

This service provides the Client technical and Cloud Service support teams to triage requests for map changes and enhancements, resolve communications issue and trading partner configurations.

c. **IBM Supply Chain Business Network-Premium Edition**

This Cloud Service includes all the features of IBM Supply Chain Business Network Standard Edition with the addition of personalized support and program management. IBM will assign a dedicated client success manager to act as a single focal point, conduct regular requirement and business reviews, and advise Client on how to best utilize the Cloud Service integration capabilities.

Client's initial configuration setup(s) to connect to the Cloud Service is included. Client must acquire either Document or Kilo Character entitlements to this Cloud Service. Client must acquire entitlements to the map setup described in this Service Description, and one trading partner setup and one support service as described here:

(1) **IBM Supply Chain Business Network-Premium Edition-Trading Partner Setup Remotely Delivered Service**

This service consists of the configuration and testing of one of the Client's trading partner connections to the Cloud Service.

(2) **IBM Supply Chain Business Network-Premium Edition-Tier 1 Support**

This service provides technical and Cloud Service support to triage requests for map changes and enhancements, personalized support and program management, for Client whose trading partner community is primarily Client customers. Client will maintain the first level support for the trading partner community and IBM will support the Client.

(3) **IBM Supply Chain Business Network-Premium Edition-Tier 2 Support**

This service provides technical and Cloud Service support to triage requests for map changes and enhancements, personalized support and program management, for Client whose trading partner community is primarily Client suppliers. Client will maintain the first level support for the trading partner community and IBM will support the Client.

(4) **IBM Supply Chain Business Network-AddOn-Premium Edition Trading Partner Support**

This service provides technical and customer service support to Client and Client's trading partner community. IBM will manage technical issues and business concerns will be escalated to the Client for resolution. IBM will provide the Client's trading partner community with appropriate communication channels to contact IBM for support.

**1.1.1 Additional Base Services**

• **IBM Supply Chain Business Network-Base-Labor-Map Setup-Map Remotely Delivered Service**

This service consists of analyzing technical requirements, developing Map Requirement Specification, performing map development, unit testing and deploying to production of one map. Client must acquire an entitlement for map services for the IBM Supply Chain Business Network-Standard Edition and IBM Supply Chain Business Network-Premium Edition.

**1.2 Optional Services**

**1.2.1 Base Subscription Optional Services**

The following optional services are available with any base subscription edition selected:

a. **IBM Supply Chain Business Network-AddOn-Trading Partner Direct Connection Setup Remotely Delivered Service**

This service provides configuration service for a trading partner as a direct connection through a supported protocol.

b. **IBM Supply Chain Business Network-AddOn-Co-managed VPN Setup-Connection Remotely Delivered Service**

This service provides a configuration service to connect to the Cloud Service through the Client's VPN connection. Not available in all regions.

- c. IBM Supply Chain Business Network-AddOn-Co-managed VPN-Connection  
This service consists of the ongoing maintenance of a configured co-managed VPN connection to the Cloud Service through the Client's VPN connection.
- d. IBM Supply Chain Business Network-AddOn-eInvoicing Archive Service  
This service provides long term electronic storage of e-invoices and related documents processed through the Cloud Service (up to 11 years) depending upon the requirements of the local jurisdiction. The archive enables Client or a tax auditor to search, view and report on the stored e-invoices, and to audit the integrity and authenticity of e-invoices. The Cloud Service is not designed to meet e-invoicing archive or audit regulations related to real estate invoices, invoices belonging to an accounting/fiscal year longer than twelve (12) months, suspension or extension of a storage period or special regulatory measures, late tax return filings or late bookings which lead to prolonged storage periods, or specific sector or industry rules.
- (1) The Cloud Service incorporates the archive service GUI that allows an end user to search for and access its archived documents. The located invoice can be downloaded to disk or be audited (if applicable) by launching the audit service web page. Invoices are preserved pursuant to requirements of the local jurisdiction.
  - (2) The Cloud Service provides an audit service GUI to which archived e-invoices can be uploaded. The audit service web page interacts with the Archiving Service by accepting audit requests from the archiving service web page as well as direct requests through use of the invoice reference. The audit result is presented in a graphical user interface. The audit web page displays the authenticity information in terms of certificate validation; also the integrity status of the e-invoice's signature is shown. In addition to this, details of the signing and time-stamping certificates can be listed. Certificate policies, as well as signing and signature validation policies, can be accessed and reviewed by clicking on the provided cross-links. Invoices to which the ETSI signature formats CAdES-A and XAdES-A have been applied, both in single and multiple forms, can be re-validated by the audit service web page.
- e. IBM Supply Chain Business Network-AddOn-eInvoicing Signature Service  
This service is used by suppliers and provides for the digital signing of an invoice(s) where the invoices are digitally signed by the seller using different types of signatures. Signature service includes features for time-stamping signatures under the time-stamping policy set by the Client. The time stamps are added to both CAdES-T/A, XAdES/T/A and PAdES-EPES/LTV, and are designed to comply with the TimeStamp Token format as defined in the RFC3161 standard. The TimeStamp Tokens are, if no additional requirements apply, created by the Time Stamping Authority ("TSA") that is part of the TrustWeaver-Signing™. Supplier service: sign, validate, timestamp, package – support for software-based (in EU terms: advanced) electronic signatures and a variety of hardware-based (in EU terms: qualified) electronic signatures.
- f. IBM Supply Chain Business Network-AddOn-eInvoicing Validation Service  
This service is used by buyers and validates and time stamps digital signatures on signed invoices in accordance with country specific requirements.
- g. IBM Supply Chain Business Network-AddOn-eInvoicing Asynch API for Clearance Countries  
This service provides the real time state tax authority or accredited private sector vendor approval of a signed invoice which must be performed before an invoice is considered issued. This Cloud Service also includes real-time registration of the invoice with the tax authorities.
- h. IBM Supply Chain Business Network-AddOn-Document Conversion Service  
This service converts authorized user's inbound non-electronic documents to a transaction format of the Client's choice. The inbound document types are restricted to purchase order, purchase order acknowledgement, and invoices. Additional document types, to the extent such document types can be processed by the Cloud Service, will be processed pursuant to a Statement of Work or other Transaction Document between the parties. The Cloud Service includes processing of permitted document types up to three pages in length. The converted documents are delivered to the Client via the Cloud Service.
- Client must obtain sufficient entitlements to cover 1000 Documents or more to be processed by the service.

- An exception portal enables an authorized trading partner to access an exception queue, resolve issues with a submitted document, and place the document back into the Cloud Service.

Client must also acquire entitlements to:

(1) IBM Supply Chain Business Network-AddOn-Document Conversion Service Set Up

This service provides a one-time setup service for the creation of business flows and rules for the purpose of exchanging and converting electronic commerce documents.

(2) IBM Supply Chain Business Network-AddOn-Document Conversion Service

This service provides:

- (a) maintenance of the Cloud Service – general upkeep of the web-portal, minor bug fixes and cosmetic changes, web-browser optimization (all supported browsers and most new versions), database search optimization, maintenance or reporting tools and maintenance of servers; and
- (b) image archiving – provides data on the portal which includes incoming documents, captured data, mapped transactions and transaction history of each transaction processes. This may include the error messages encountered and generated reports produced on the web-portal.

i. IBM Supply Chain Business Network-AddOn-Document Conversion Service Expedited Service

This service converts authorized user's inbound non-electronic documents to a transaction format of the Client's choice. The inbound document types are restricted to purchase order, purchase order acknowledgement, and invoices. Additional document types, to the extent such document types can be processed by the Cloud Service, will be processed pursuant to a Statement of Work or other Transaction Document between the parties. The Cloud Service includes processing of permitted document types up to three pages in length. The converted documents are delivered to the Client via the Cloud Service in 30 minutes or less.

- Client must obtain sufficient entitlements to cover 1000 Documents or more to be processed by the service.
- An exception portal enables an authorized trading partner to access an exception queue, resolve issues with a submitted document, and place the document back into the Cloud Service.

Client must also acquire entitlements to:

(1) IBM Supply Chain Business Network-AddOn-Labor-Document Conversion Expedited Service-Set Up

This service provides a one-time setup for the expedited service for the creation of business flows and rules for the purpose of exchanging and converting electronic commerce documents.

(2) IBM Supply Chain Business Network-AddOn-Function-Document Conversion Expedited Service

This expedited service provides:

- (a) maintenance of the Cloud Service – general upkeep of the web-portal, minor bug fixes and cosmetic changes, web-browser optimization (all supported browsers and most new versions), database search optimization, maintenance or reporting tools and maintenance of servers; and
- (b) image archiving – provides data on the portal which includes incoming documents, captured data, mapped transactions and transaction history of each transaction processes. This may include the error messages encountered and generated reports produced on the web-portal.

j. IBM Supply Chain Business Network-AddOn-Document Conversion Service-North America Only Fax Lines

This service provides an optional North American fax line connection to send fax documents to be processed for the Cloud Services.

- k. IBM Supply Chain Business Network-AddOn-Document Conversion Service-World Wide Fax Lines  
This service provides an optional World Wide fax line connection to send fax documents to be processed for the Cloud Services.

#### **1.2.2 IBM Supply Chain Business Network-Standard Edition Optional Service**

- IBM Supply Chain Business Network-Standard Edition- Additional Trading Partner Setup  
This service provides the Client configuration for one additional trading partner.

#### **1.2.3 IBM Supply Chain Business Network-Premium Edition Optional Service**

- IBM Supply Chain Business Network-Premium Edition-Additional Trading Partner Setup  
This service provides the Client configuration and setup for one new trading partner in the SCBN environment for data routing and visibility.

#### **1.2.4 IBM Supply Chain Business Network-Standard and Premium Editions Optional Services**

The following optional services are available with entitlements to IBM Supply Chain Business Network-Standard or Premium Editions:

- a. IBM Supply Chain Business Network-AddOn-Trading Partner Capability Survey Remotely Delivered Service  
This service consists of IBM surveying the Client's trading partners to determine their technical capabilities.
- b. IBM Supply Chain Business Network-AddOn-Connect:Direct Setup Remotely Delivered Service  
This service consists of configuring Connect:Direct within the Cloud Service for use with the Clients Connect:Direct instance.
- c. IBM Supply Chain Business Network-AddOn-Synchronous Process Services-Thousand Server Calls  
This service provides real-time website inquiry and response processing, as well as the synchronous exchange of supply chain Documents, providing Client the ability to synchronously exchange messages with trading partners through the Cloud Service environment regardless of differing web services interfaces.
- d. IBM Supply Chain Business Network-AddOn-Process Enrichment Services-Thousand Server Calls  
This service provides 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.
- e. IBM Supply Chain Business Network-AddOn-RosettaNet Trade Partner Relationship Configuration-PIP Remotely Delivered Service  
This service consists of configuring a new trading partner for the Client to communicate through RosettaNet.
- f. IBM Supply Chain Business Network-AddOn-Labor-RosettaNet Configuration-PIP Remotely Delivered Service  
This service provides configuration for a RosettaNet connection to allow the Client to transact with Client's trading partner.
- g. IBM Supply Chain Business Network-AddOn-RosettaNet  
This service allows the Client to exchange Documents between Client and Client's trading partner using RNIF 2.0.

#### **1.2.5 Base Subscription Pay Per Use Services**

The following services are available with any base subscription edition:

- a. IBM Supply Chain Business Network-AddOn Additional Trading Partner Direct Connection Setup  
This service is available on a pay per use basis and provides configuration service for a single trading partner as a direct connection through a supported protocol.

- b. IBM Supply Chain Business Network-AddOn Additional Co-managed VPN Setup-Connection  
This service is available on a pay per use basis and provides a configuration service to connect to the Cloud Service through the Client's VPN connection.
- c. IBM Supply Chain Business Network-AddOn-Project Extension Fee-Engagement-Pay Per Use Service  
This service may be charged weekly if there are delays caused by Client and/or Client's trading partner(s).
- d. IBM Supply Chain Business Network-AddOn Document Conversion Service Oversized Document Surcharge Pay Per Use Service  
This service is available on a pay per use basis and provides for a surcharge for the processing of documents greater than three pages.
- e. IBM Supply Chain Business Network-AddOn Document Conversion Service Rejected Document Pay Per Use Service  
This service is available on a pay per use basis and provides for a rejection charge in the event the Cloud Service receives faulty or incomplete documents due to the Client's or trading partner's error.

#### **1.2.6 IBM Supply Chain Business Network-Standard and Premium Editions Pay Per Use Services**

- a. IBM Supply Chain Business Network-Base-Labor-Map Setup  
This remotely delivered service is available on a pay per use basis and consists of analyzing technical requirements, developing Map Requirement Specification, and performing map development, unit testing and deployment to production of one map.
- b. IBM Supply Chain Business Network-Trading Partner Change  
This remotely delivered service is available on a pay per use basis and consists of changing a single trading partner configuration.
- c. IBM Supply Chain Business Network-Small Map Change  
This remotely delivered service is available on a pay per use basis and consists of a map change that involves less than two trading partners, one EDI or APP/XML segment, hard coded changes, direct mapping changes, or the addition of one or two segments.
- d. IBM Supply Chain Business Network-Medium Map Change  
This remotely delivered service is available on a pay per use basis and consists of a map change that involves one or more divisions and one or more trading partners, less than five EDI or APP/XML segments, the addition of a whole record, changes that involve indexing, most XML, or are part of a multi-part flow.
- e. IBM Supply Chain Business Network-Large Map Change  
This remotely delivered service is available on a pay per use basis and consists of a map change that involves one or more divisions, one or more trading partners, less than five EDI or APP/XML segments, APP/XML schema format change, SDQ, SORT, complex looping and/or hierarchical structures and logic, adding indexing/sorting.
- f. IBM Supply Chain Business Network-AddOn-Additional Connect:Direct Setup  
This remotely delivered service is available on a pay per use basis and provides configuration of Connect:Direct within the Cloud Service for use with the Clients Connect:Direct instance.
- g. IBM Supply Chain Business Network-AddOn-Resource-Document Conversion Expedited Service-Oversized Document Surcharge  
This service is available on a pay per use basis and provides a surcharge for the processing of expedited documents greater than three pages.
- h. IBM Supply Chain Business Network-AddOn-Resource-Document Conversion Expedited Service-Rejected Document  
This service is available on a pay per use basis and provides a rejection charge in the event the Cloud Service receives faulty or incomplete expedited documents due to the Client's or trading partner's error.

## 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):

### **Supply Chain Business Network Essentials Edition**

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

### **Supply Chain Business Network Standard & Premium Editions**

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

### **E-Invoicing**

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=3F29C300B93B11E7A5A50513C295686A>

### **Document Conversion Service**

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=190B8B20B93D11E7A5A50513C295686A>

### **IBM Digital Analytics**

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413338838241>

### **IBM Sterling B2B Services Reporting & Analytics**

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413347832516>

### **IBM Supply Chain Business Network RosettaNet AddOn**

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=DEF29410FFE611E78A3D89071F4CC7B0>

### **IBM Watson Customer Experience Analytics**

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=76AC34D029B711E6806270B0E0408E84>

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.

## 2.2 Cloud Service Provided by Third Party

The IBM Supply Chain Business Network-AddOn-Document Conversion Cloud Service is provided by a third party and does not follow the IBM data security and privacy principles for IBM SaaS.

## 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 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 tables 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%

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.

#### 3.2.1 Total Throughput of the Cloud Service during a contracted month

There are two Total Throughput Service Levels. The first is based on Total Throughput of 30 minutes for 98% of the Documents, and the second is based on Total Throughput of 60 minutes for 100% of the Documents. The Throughput Credits for these Total Throughput Service Levels are not cumulative; Client is eligible to receive a Throughput Credit for one or the other Total Throughput Service Levels, but not both.

The first Achieved Total Throughput Service Level is calculated as (1) the total number of Documents meeting a Total Throughput of 30 minutes divided by (2) the total number of Documents subject to Total Throughput, with the resulting fraction expressed as a percentage.



Achieved total Throughput during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 98%	2%
Less than 97%	5%
Less than 95%	10%

The second Achieved Total Throughput Service Level is calculated as (1) the total number of Documents meeting a Total Throughput of 60 minutes divided by (2) the total number of Documents subject to Total Throughput, with the resulting fraction expressed as a percentage.

Achieved total Throughput during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 100%	2%
Less than 98%	5%
Less than 95%	10%

### 3.2.2 Definitions

- **Throughput Credit** – means the remedy IBM will provide for a validated Claim. The Throughput Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the Service.
- **Total Throughput** – means the elapsed period of time during which IBM receives a Document from a Client's Mailbox and IBM sends the Document to a designated Partner's Mailbox that is within the IBM Network. Total Throughput is applicable to the Service.

#### Customer Service Response Time during a contracted month

The following table summarizes the technical support Service Levels for this Cloud Service.

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
1	<b>Critical business impact/service down:</b> 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	<b>Significant business impact:</b> 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	<b>Minor business impact:</b> Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 4 business hours	M-F business hours

Customer Service Response Time Service Levels during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 95%	2%
Less than 90%	5%

The "Customer Service Response Time Service Level" percentage is calculated as: the total number of days during which all response times are met for all support tickets in a Contracted Month, divided by 30 days, with the resulting fraction expressed as a percentage. Note that the Customer Service Response Time Service Level will always be calculated based on a 30-day month, regardless of the number of days in a Contracted Month.

\* 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.

### 3.3 Exclusions

IBM Supply Chain Business Network -AddOn-Document Conversion Cloud Service and IBM Supply Chain Business Network-AddOn-Document Conversion Expedited Cloud Service is excluded from the SLA.

If Client is claiming an availability credit, they may not file a claim for a throughput SLA credit.

The total compensation available across all SLA's with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

## 4. 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-01.ibm.com/software/support/saas\\_support\\_guide.html](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:

- a. Active 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. An Entity ID is considered Active when the entity interacts with the Cloud Service. Sufficient entitlements must be obtained to cover the number of Active Entity IDs identified in the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

For the purpose of this Cloud Service, an Entity ID is a trading partner represented by a unique ID.

- b. Connection is a unit of measure by which the Cloud Service can be obtained. A Connection is a link or association of a database, application, server, or any other type of device to the Cloud Service. Sufficient entitlements must be obtained to cover the total number of Connections which have been or are made to the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

- c. Document is a unit of measure by which the Cloud Service can be obtained. A Document is a finite volume of data that is enveloped within a document header and trailer record that marks its beginning and end or any electronic representation of a physical document. Sufficient entitlements must be obtained to cover the total number of Documents processed by the Cloud Service during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.

For the purpose of this Cloud Service, the typical average document size is 3-5 Kilo Characters; IBM reserves the right to assess additional data processing fees if Client's documents exceed reasonable ranges.

- d. 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.
- e. 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 the purpose of this Cloud Service, an Entity ID is a unique trading partner.

- f. 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.

- g. Kilo Character is a unit of measure by which the Cloud Service can be obtained. A Kilo Character is one thousand bytes. Sufficient entitlements must be obtained to cover the total number of Kilo Characters processed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- h. 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 Cloud Service as a result of a tagged event, initiated by a tracked visitor. Sufficient entitlements must be obtained to cover the number of Server Calls used during the measurement period specified in Client's PoE or Transaction Document.

## **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 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.

## **5.4 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.

## **5.5 Remote Services Charges**

A remote service charge will be billed at the rate specified in the Transaction Document for such remote service and will expire 90 days from purchase regardless of whether the remote service has been used. For the purpose of this Cloud Service, all remote services must be in the Project Plan.

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

## **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 Enabling Software

The IBM Supply Chain Business Network Standard and Premium Editions provide the Client the option to use 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 the following terms:

Enabling Software	Applicable License Terms
<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>

## 7.3 Exclusions

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.

IBM will not be responsible for:

- a. Client's or any third party's equipment or software errors or failures;
- b. any failure by Client or a third party to act on any communication transmitted to (or by) Client;
- c. the creditworthiness or performance of any of Client's trading partners;
- d. data improperly transmitted by Client or Client's trading partner;
- e. Interconnect Services (or any errors in or failures of the Interconnect Services) to the extent caused by Client's Interconnect Provider, Client, or Client's trading partners, or any force majeure events; or
- f. providing any reverse migration services if IBM has terminated any portion of the Cloud Service or Agreement.

## 7.4 Project Implementation for IBM Supply Chain Business Network Standard and Premium Editions

IBM will provide 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 the current Client environment and outline the deployment phases, reviewing previously prepared architecture documentation and gathering information for initial setup of hardware systems, communications, and trading partner requirements.
- b. Service Provisioning Phase is the migration of Client's existing trading partner community (such as 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) documenting the mapping requirements specifications based on client supplied requirements and developing the maps;
  - (5) working with the Client to manage the implementation of Client's trading partner community; and
  - (6) working with the Client to create the production support plan (Premium Edition only).
- c. Deployment Phase is a single implementation of the Cloud Service during which testing, completion of the production environment, and movement of components into production occur. The project (Service Design and Service Provisioning Phases combined) will run contiguously. Deployment activities may be performed and access to Client's facilities may take place outside of normal

business hours, as agreed between Client and IBM. If there are delays caused by Client and/or Client's trading partner(s), IBM may charge a project extension fee and/or begin billing for the subscription services.

- d. 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.

Client will be responsible for maintaining business continuity and expectations to the trading partner community, as it relates to test periods, migrations, and conversions.

#### **7.4.1 Project Management**

IBM will develop a Cloud Service provisioning project plan ("Project Plan") with a high-level schedule and deployment phases during the Service Design phase. All purchased services must be included in the Project Plan and assigned to a deployment phase.

Client will support the objectives and schedule jointly defined in the Project Plan.

If, during the course of the Service Design or Service Provisioning phases, Client deems it necessary to delay the Service Design or Service Provisioning phases and such delay results in a material change in the project schedule or plan, IBM will make a reasonable effort to accommodate delays and will discuss options, if any are available, to avoid incurring additional expenses. Such delays may result in a project extension fee, commencement of the recurring subscription fee, and reassignment of project team resources.

#### **7.4.2 Mapping Services**

Mapping services include the analysis, development, testing and installation of maps for the Cloud Service.

IBM will:

- a. conduct unit, integration, and acceptance testing in accordance with established test procedures.
- b. perform mapping requirements analysis to:
  - (1) document the field-level relationship between the source data and the output data in the Mapping Requirements Specification document;
  - (2) analyze the technical requirements for map development using the file format, implementation guide and the related business requirements. Each trading partner combination may require a separate analysis; and
  - (3) validate the Map Requirements Specification against production data supplied by Client within a mutually agreed upon time period (after completion of each analysis). Any changes after the validation of the Map Requirements Specification will incur map changes charges; and
- c. complete the development of maps based on the validated Map Requirements Specification.

Client will:

- a. (including Client's trading partners) participate in integration and acceptance testing;
- b. provide detailed documentation for the application file layout including trading partner implementation guide or requirement specifications for each trading partner combination;
- c. provide test data (pre and post translation), in electronic format, for each unique business relationship:
  - (1) for inbound testing, IBM will use archived production data from the network when possible. For new partners and transactions, Client will provide the required sample test data; and
  - (2) for outbound testing, Client will provide sample test data; and
- d. validate the Map Requirements Specification.

The map is considered complete upon implementation into the Client test environment, or ten (10) business days following the last day of the mutually agreed (validation) time period.

### **7.4.3 Trading Partner Transaction Enablement Services**

IBM will:

- a. assist Client with implementation of Client's trading partner community. This service includes set up, configuration and testing of trading partner relationships;
- b. use Client provided trading partner information to set up appropriate data flow; and
- c. establish trading partner into production status.

Client will:

- a. provide test data;
- b. provide trading partner information (such as name, address, contact name, email, phone and fax numbers, value added service provider, qualifier and ID; and
- c. schedule trading partner testing and implementation.

### **7.4.4 Client Acceptance Testing**

IBM will:

- a. participate in Client's system integration and acceptance testing; and
- b. review and update existing business requirements and production support plan (for Premium Edition) documentation that outlines the processes and procedures for support as needed following such system integration and acceptance testing.

Client will:

- a. be responsible for establishing the test process;
- b. schedule and ensure participation by Client subject matter experts and trading partners in acceptance testing; and
- c. complete user acceptance testing.

### **7.4.5 Production Readiness**

Production Readiness exists when the deployment phase is complete, the production support plan is defined (for Premium Edition), and maps are completed to enable a trading partner to move to production.

## **7.5 Pan European Public Procurement OnLine (PEPPOL)**

The Cloud Service provides a PEPPOL access point and Service Metadata Provider (SMP) which enables users of the PEPPOL eDelivery network to interoperate using a set of common business processes and technical standards.

The IBM access point available via the Cloud Service provides connectivity to the PEPPOL eDelivery network for Clients who have enabled the Cloud Service for PEPPOL. The IBM access point was established pursuant to the OpenPEPPOL Transport Infrastructure Agreement (TIA) located at <http://peppol.eu/>. Contact information for OpenPEPPOL representatives responsible for the access point program is located on the PEPPOL site.

Client acknowledges and agrees that IBM's ability to provide certain features, including without limitation serving as a PEPPOL Access Point, is subject to agreements with third parties. To the extent such third party alters, suspends or terminates IBM's right to provide such feature, IBM may immediately alter the feature to conform with third party instructions, or cease providing such feature as part of the Cloud Service.

## **7.6 Guest User**

A Guest User is someone whom Client has authorized to access the Cloud Service to exchange data with Client or to use the Cloud Service on Client's behalf. 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 Guest Users, including but not limited to a) any claims made by Guest Users relating to the Cloud Service, b) charges incurred by the Guest User, or c) any misuses of the Cloud Service by Guest Users.

## **7.7 Interoperability Services**

IBM may transfer or store the data outside of the country where Client or its partners are located solely for the purposes of providing the Cloud Service or as required by applicable law or legal process. EXCEPT

AS SET FORTH IN A SEPARATE AGREEMENT BETWEEN CLIENT AND AN INTERCONNECT PROVIDER, IN NO EVENT WILL ANY INTERCONNECT PROVIDER HAVE ANY LIABILITY TO CLIENT IN CONNECTION WITH THE PROVISION OF THE CLOUD SERVICE.

## **7.8 e-Invoicing via TrustWeaver**

### **7.8.1 Data Processing**

For transactions performed in all EU Member States, Iceland, Liechtenstein, Norway and Switzerland, the following terms apply:

Client agrees that IBM and TrustWeaver and its partners 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, Brazil, Canada, Chile, Costa Rica, France, Germany, India, Ireland, Mexico, Netherlands, Russia, Sweden, Turkey, 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 a transfer of European Economic Area or 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.

### **7.8.2 Authorization**

Client hereby authorizes IBM, its third party vendor, TrustWeaver AB, or other third party vendors with which IBM may contract to provide all or a portion of the Cloud Service (collectively "Processors"), to issue invoices "in name and on behalf of" as described in this subsection titled "Authorization," (where the laws of Italy govern the Cloud Service, all references to "in name and on behalf of" shall be read as "on behalf of"). This unilateral authorization is made solely for tax compliance purposes. Processors are not parties to this Agreement. This subsection does not address or affect rights and obligations concerning commercial or liability aspects of the Cloud Service provided to Client. This subsection does not create rights or obligations in relation to processes and controls to be performed by Client under applicable tax laws other than those explicitly mentioned herein. Unless explicitly stated herein, this subsection does not authorize a Processor to act in the name and on behalf of Client. Specifically, Client hereby authorizes Processors to do the following:

- a. Processors will receive Client's invoice data not yet constituting an original invoice from IBM and subsequently apply an electronic signature to the data to issue electronic invoices "in the name and on behalf of" Client. Client explicitly acknowledges and agrees that Processor will apply such electronic signatures with private keys corresponding to certificates issued by third party certification service providers to Processor. Further, Client agrees that IBM may add language specifying this relationship to Client's invoices.
- b. Processors will validate the electronic signatures on the electronic invoices where Client technically requests for electronic signature validation. When Client acts as a supplier of goods or services for tax purposes, the validation process consists of obtaining revocation status information from the issuing certification authority. The revocation status information is sent or otherwise made available to the buyer in the transaction in the agreed format together with the electronic invoice. When Client acts as a buyer of goods or services for tax purposes, the validation process will in addition include a cryptographic check of the electronic signature.

This subsection titled "Authorization" is intended to meet all requirements, under applicable law regulating electronic invoicing, concerning agreements between invoicing parties and third parties not party to the underlying sales transaction, in particular as regards the issue of electronic invoices "in the name and on behalf of" parties legally obligated to issue an invoice. Such requirements include the requirements for a "mandate" (Fr: "mandat") under French law, as well as equivalent concepts in other laws. If necessary to meet the requirements of applicable law, Client agrees to sign additional documentation, such as an agreement or mandate from a Processor authorizing the Processor to issue electronic invoices "in name and on behalf of" Client. This subsection also is intended to meet all requirements, under applicable law regulating electronic invoicing, in relation to the outsourced validation of electronic signatures and the outbound issuance of invoices. In this regard, Client acknowledges and agrees that:

- a. Client remains fully responsible towards competent tax authorities for the invoice and its VAT and other tax implications. Among other things, Client remains fully responsible for, where relevant, reporting and paying VAT and other applicable taxes as though the invoice were issued or, as appropriate, received directly by Client.
- b. Client agrees to inform IBM of any changes in information pertaining to Client that might be relevant to the validity of this subsection or to the correct issuance of Client's e-Invoices by Processors hereunder.
- c. Client agrees to take all the necessary measures to ensure that its e-Invoicing processes, as well as those of relevant Client agents and service providers, that are not the subject of this subsection, fulfill all applicable legal requirements. In particular, Client agrees to ensure, prior to the use of Cloud Service, to have in place enforceable agreements with relevant Partners where agreements are required under applicable law. Client is responsible for ensuring that Partners are valid legal entities who meet all requirements of the taxing authorities in the applicable jurisdiction, and are authorized to do business in the applicable jurisdiction.
- d. Client will not submit invoice data to IBM that under applicable law may not be used by a third party for issuing invoices "in the name and on behalf of" suppliers when Client acts as a supplier in the transaction.
- e. Client will inform IBM, within 48 hours (unless a lesser period is required by applicable law) of providing invoice data to IBM, if Client has not yet received its copy of the original signed invoice issued in its name and on its behalf, or has not yet been granted on-line access to the same.
- f. Client will inform IBM within 48 hours (unless a lesser period is required by applicable law) of receiving the invoice, issued in its name and on its behalf by Processor, of apparent errors in the e-Invoice. If Client has not within the time limit identified an error in the invoice, the invoice will be deemed to have been validly issued. Where possible under applicable law, Client agrees not to challenge the valid issuance of an invoice if it is deemed to be correct in accordance with the foregoing.

In the event that Client or tax authorities qualify an invoice issued under this subsection as "self-billing", Client acknowledges and agrees that all the stipulations under this paragraph b of this subsection apply equally to the self-billing relationship. Further, the Client as the supplier in the applicable transaction will conform to any other specific applicable legal requirements for self-billing under the applicable law.

### **7.8.3 Subcontractors**

Client acknowledges and agrees that TrustWeaver may provide the Cloud Services through subsidiaries, affiliates, and subcontractors, without notice to, or approval of, Client.

### **7.8.4 Regulatory Changes**

All or parts of the Cloud Services provided for Clearance Territories depend on the availability, performance and change management of State agents or State-regulated third parties. To the extent that such Cloud Services are interrupted or rendered impossible to provide by changes within the mandatory service provision required by such State agents or State-regulated third parties, or within the legal framework regulating such entities, IBM may immediately terminate the provision of such Cloud Services upon written notice to Client, without liability to Client, and Client shall pay for the Cloud Services provided through the date of termination.

### **7.8.5 Client Responsibilities**

- a. General End User Requirements
  - (1) The Client must provide IBM with the correct end user's country of establishment.
  - (2) Notify IBM of lost and compromised end user passwords.
  - (3) Appoint a person responsible for electronic storage, when this is required by law.
  - (4) Client further acknowledges and agrees that end users remain responsible for managing the exceptions to the rules otherwise applicable to the electronic archiving of invoices.
- b. Post Audit Territories
  - (1) Client represents that the data sent to the Cloud Service is legitimate production business data prepared by Client or its trading partners for purposes of being issued, stored and/or audited as electronic invoices.



- (2) Client shall only send ISO 3166 (two letter) country codes corresponding to the Territories as listed in the documentation for the Cloud Service. Client is responsible for the correctness of these country codes, and neither IBM nor TrustWeaver verify the accuracy of the country code as part of the Cloud service.
- (3) Client is responsible for ensuring the data sent to the Cloud Service is appropriately formatted and contains the information required for the performance of the Cloud Service in accordance with the Cloud Service documentation. If the data is not properly formatted or does not include complete information, the data will be rejected and returned to Client for correction.
- (4) Client is responsible for the following aspects of the Cloud Service:
  - (a) VAT completeness and correctness of the content of invoices or other business data, as appropriate;
  - (b) requirements related to invoice data in accounting systems, including reporting, presentation, audit, analysis etc. requirements;
  - (c) the determination of applicable VAT jurisdictions for invoices;
  - (d) the determination of the country of a Client's establishment;
  - (e) any authorizations from, or notifications of, relevant authorities that may be required;
  - (f) business processes such as corrective invoices and credit notes;
  - (g) specific requirements around self-billing and other non-direct invoicing processes; and
  - (h) where tax-relevant services are provided on behalf of another legal entity: the latter legal entity's enforceable authorization for such service provision.

c. Compliance Territories

- (1) Client is responsible for guaranteeing the security and integrity of the signing keys prior to and during handover, as well as documenting the authorization for handover.
- (2) Client is responsible for monitoring the expiration dates of certificates that have been uploaded to the Service and to renew and replace certificates in a timely manner.
- (3) Client represents that it owns the relevant private keys and certificates and will provide correct information to IBM for use by the Cloud Service so that the Cloud Service associates the right key and certificate to an invoice issuing legal entity.
- (4) Client will maintain documentation evidencing the connection between the invoice source and the key.
- (5) For commercial invoices in Turkey, Client shall not attempt to retrieve the buyer's response more than seven times in a 168 hour period.
- (6) Client will appoint a person to be responsible for the storage of electronic invoices, when required by law, and is responsible for managing exceptions to rules applicable to electronic archiving of invoices as set forth in the documentation for the Cloud Service.

d. Client Resources

Client Resources which are required by IBM to connect to the Cloud Service, including without limitation, sufficient access to Client's systems, information, personnel and resources, and performance are Client's responsibilities.

e. Off-boarding Services

If any portion of the Agreement is terminated or expires, any off-boarding services IBM will provide will be set forth in a statement of work that will be governed by a separate professional services agreement between IBM and Client.