

Service Description

IBM Food Trust

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

The IBM Food Trust Cloud Service is a set of functional modules providing traceability and other services to improve transparency and efficiency in the food supply chain. The modules are described as follows:

a. **Data Entry**

This Cloud Service module provides the ability to upload, manage, access, and review data elements such as event data, transaction data, and master data. It is available at no charge as a stand-alone Cloud Service as well as included with the Cloud Service offerings described below.

b. **Trace**

This Cloud Service module provides access to traceability data to verify history, location and status in the supply chain. It includes capabilities for conducting trace-backs and trace forwards of products through the supply chain.

c. **Certifications**

This Cloud Service module provides the ability to upload, manage, access, edit and share GFSI compliance documentation. It includes capabilities for certificate version control, authenticity verification and sharing certificates in real time across all permissioned entities.

d. **My Network**

This Cloud Service module includes the ability to view and manage supply chain partners, invite new partners to join IBM Food Trust, view shared data, and streamline the process to build an end-to-end product trace.

e. **Self-Guided Onboarding**

This Cloud Service module provides Client with the ability to add users, products, and facilities, and select an access control policy. The module helps Client to create product supply chain scenarios to facilitate the process.

f. **Activity**

This Cloud Service module allows Client to monitor its IBM Food Trust activity, including data added, user logins, and module usage.

Company Size

When the Cloud Service is offered based on company size, the following criteria apply:

- Small Business – Clients whose revenue is under \$50 million per year.
- Medium Business – Clients whose revenue is between \$50 million – \$1 billion per year.
- Large Enterprise – Clients whose revenue is greater than \$1 billion.

Product Categories

For Cloud Services that include access to product category data, the following describes a food product category as defined by the industry standard GS1 (each line is considered 1 Product Category):

- Beverages
- Bread/Bakery Products
- Cereal/Grain/Pulse Products
- Confectionery/Sugar Sweetening Products
- Food/Beverage/Tobacco Variety Packs
- Fruits – Unprepared/Unprocessed (Fresh)
- Fruits – Unprepared/Unprocessed (Frozen)

- Fruits – Unprepared/Unprocessed (Shelf Stable)
- Fruits/Vegetables/Nuts/Seeds Prepared/Processed
- Leaf Vegetables – Unprepared/Unprocessed (Fresh)
- Meat/Poultry/Other Animals

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Food Trust Trace

This Cloud Service includes 1,000 API Calls per month and access to the following modules:

- Data Entry
- Self-Guided Onboarding
- Trace
- Activity
- My Network

This Cloud Service is offered under the following configurations:

- IBM Food Trust Small Business Trace
- IBM Food Trust Medium Business Trace
- IBM Food Trust Large Enterprise Trace

1.1.2 IBM Food Trust Certificate Management

This Cloud Service includes access to the following modules:

- Data Entry
- Self-Guided Onboarding
- Certifications
- Activity
- My Network

This Cloud Service is offered under the following configurations:

- IBM Food Trust Certificate Management Small Business
- IBM Food Trust Certificate Management Medium Business
- IBM Food Trust Certificate Management Large Enterprise

1.1.3 IBM Food Trust – Starter Pack

This Cloud Service bundle includes access to the following modules:

- Data Entry
- Self-Guided Onboarding
- Trace
- Certifications
- Activity
- My Network

Included with this Cloud Service bundle:

- access for up to 10 users;
- access to data from 1 Product Category;
- Standard Support as described in the Paid Support Options section of the technical support guide (see 1.5.2); and
- 1,000 total API Calls

This Cloud Service is limited to 4 months of usage.

1.1.4 IBM Food Trust – Standard

This Cloud Service bundle includes access to the following modules:

- Data Entry
- Self-Guided Onboarding
- Trace
- Certifications
- Activity
- My Network

Included with this Cloud Service bundle:

- a. access for up to 20 users;
- b. access to data from up to 4 Product Categories;
- c. Standard Support as described in the Paid Support Options section of the technical support guide (see 1.5.2); and
- d. 100,000 API Calls per year.

1.1.5 IBM Food Trust Premium

This Cloud Service bundle includes access to the following modules:

- Data Entry
- Self-Guided Onboarding
- Trace
- Certifications
- Activity
- My Network

Included with this Cloud Service bundle:

- a. access for up to 40 users;
- b. access to data from up to 10 Product Categories;
- c. Standard Support as described in the Paid Support Options section of the technical support guide (see 1.5.2); and
- d. 1,000,000 API Calls per year.

1.1.6 IBM Food Trust Enterprise

This offering is a bundle of services that includes access to the following modules:

- Data Entry
- Self-Guided Onboarding
- Trace
- Certifications
- Activity
- My Network

Included with this Cloud Service bundle:

- a. access for unlimited users;
- b. access to data from unlimited Product Categories;
- c. Standard Support as described in the Paid Support Options section of the technical support guide (see 1.5.2); and
- d. 2,500,000 API Calls per year.

1.2 Optional Services

The Client may select from the following available add-on services.

1.2.1 IBM Food Trust – Sandbox Non-Production Environment

This Cloud Service provides access to a non-production environment for the IBM Food Trust Trace and IBM Food Trust Certificate Management offerings. Such access is for demo, evaluation and testing purposes only.

1.2.2 IBM Food Trust – Additional API Package

This service is offered on a pay per use basis and is used to charge Client for API Calls used in excess of what is included in their base subscription. Excess use will be charged in increments of 100,000 API Calls

1.2.3 IBM Food Trust – Trace APIs

This service provides Client the ability to expand the number of API Calls included with their IBM Food Trust Trace base subscription entitlement in quantities of 1,000 API Calls.

1.3 Acceleration Services

The Client may select from the following remotely delivered services.

1.3.1 IBM Food Trust Standard Support

For offerings designated as Large Enterprise and where technical support is not included, Client may obtain entitlement to Standard Support which provides remote technical assistance in investigating and problem determination. Support is provided through live agent chats and by opening a support case. .

1.3.2 IBM Food Trust Standard Support Small Business

For offerings where technical support is not included, this service provides technical support assistance in investigating and problem determination. Support is provided through live agent chats and by opening a support case.

1.3.3 IBM Food Trust Standard Support Medium Business

For offerings where technical support is not included, this service provides technical support assistance in investigating and problem determination. Support is provided through live agent chats and by opening a support case.

1.3.4 IBM Food Trust Virtually Guided Onboarding

This remotely delivered service includes three virtual sessions for a maximum of 3-hours each session with IBM Food Trusts experts for onboarding. All onboarding activities including product and facility registration, uploading SKU's into the system, and process mapping will be conducted. Ability to use these hours expires 90 days from purchase regardless of if all hours have been used.

1.3.5 IBM Food Trust Virtually Guided Onboarding Add-On

This remotely delivered service includes four additional virtual hours with IBM Food Trusts experts to help Client complete onboarding activities. Ability to use these hours expires 90 days from purchase regardless of if all hours have been used. This requires a subscription to Virtually Guided Onboarding

1.3.6 IBM Food Trust Assisted Onboarding

IBM Food Trust experts will work with Client through onboarding activities to ensure successful data entry. This is a three-week engagement during which all onboarding activities including product and facility registration, uploading SKU's into the system and process mapping will be conducted.

1.3.7 IBM Food Trust Assisted Onboarding – Consumer Add-On

As an add-on to Assisted Onboarding, IBM Food Trusts experts will spend an additional 40 hours with Client to ensure that the data is properly formatted and available during Assisted Onboarding so it can be leveraged in consumer use cases (API is purchased separately). This service requires Client to have obtained entitlement to the IBM Food Trust Assisted Onboarding remotely delivered service as a prerequisite.

1.3.8 IBM Food Trust – Senior Architect

This remotely delivered service includes 10 labor hours from an IBM Food Trust SME supporting Client on their custom engagements. Additional sets of 10 labor hours can be purchased. Ability to use these hours expires 90 days from purchase regardless of if all hours have been used.

1.3.9 IBM Food Trust – Architect

This remotely delivered service includes 10 labor hours from a Junior developer/architect on IBM Food Trust supporting Client on their custom engagements. Additional sets of 10 labor hours can be purchased. Ability to use these hours expires 90 days from purchase regardless of if all hours have been used.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=469F1880942211E7A1A213628837956C>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service.

- Instance is each access to a specific configuration of the Cloud Services.
- API Call is the invocation of the Cloud Services through a programmable interface.
- Engagement is a professional or training service related to the Cloud Services.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 Ownership

Each Client represented on IBM Food Trust must have its own subscription. Any data uploaded on behalf of a Client may only be uploaded on its own subscription by an authorized user. Insights generated by permissioned data (see Section 5.2) are the property of the company that creates the insight but may not be shared outside of the permissioned company or sold.

5.2 Data Permissioning

Permissioning of data is determined solely by the owner of the data. Data that has been permissioned can be used, but not sold or shared by the permissioned company, unless otherwise agreed on in writing by the data owner and permissioned company. Any third-party application will be governed by separate terms and conditions between the third-party and Client.

5.3 Membership and Termination

Membership can be refused or revoked for any legally-valid reason, including but not limited to: history of fraud, inability to tie entity to a 'real' entity, complaints from other solution members, knowingly uploading fraudulent data to IBM Food Trust, or any illegal activity.

To protect operations of ecosystem participants, entities who knowingly perform incorrect or fraudulent transactions will be removed from the network immediately with no right of refund or credit. Entities leaving (voluntarily or involuntarily) the Cloud Service, will retain data ownership rights for their data, but have no ongoing rights to access data or insights residing within the Cloud Service or to change the permissioning as of the last date of membership.

Upon termination of the Cloud Service, any data on the blockchain will remain on the blockchain for the duration of that portion of the blockchain's existence. Permissions for such data will remain in effect per the data owner's final settings prior to termination.

5.4 Governance Model Changes and Communication

IBM retains the rights to change the Governance Model and will notify users about the change. A given entity must agree to any new governance standards within seven business days. Use after expiration of the time period will be deemed as acceptance. In order to encourage optimal participation in the ecosystem, IBM will consider any user requested changes to the Governance Model but is under no responsibility to agree to requested changes.

5.5 Enforcement

The IBM Food Trust solution is not responsible for enforcing fulfillment of transactions between IBM Food Trust members. All participants are responsible for following through on commitments that they have made; failure to do so may result in removal from the solution.

5.6 Use Limitations

Client shall not systematically redistribute Cloud Service Data to any party, including, without limitation, redistribution by EDI transfer, API integration, bulk file transfer, or any other systematic means. Client is not permitted to resell the Cloud Service through the IBM Business Partner Program.