

Service Description

IBM Decisions Platform for Agribusiness

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

1. Cloud Service

IBM Decisions Platform for Agribusiness provides a foundation for better data-driven decisions by ingesting, transforming, analyzing, persisting and distributing data in a deeply integrated manner for multiple uses in Agribusiness. This Cloud Service uses application program interfaces and iOS-based Applications that enable Client to receive Data. "Data" means weather data, and agriculture data, delivered via the Cloud Service (including without limitation forecasts, maps, alerts and graphs), as described in this SD.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Decisions Platform for Agribusiness – Foundation

The Foundation is a cloud-based service enabling Clients to access agriculture related analytics. The Cloud Service includes the ability to perform geospatial analytics combining data such as satellite imagery, weather, supported data provided by Clients from combines, tractors, sprayers, soil sensors and more to provide agricultural insights. Information provided by or through the Cloud Service is called "Data". It includes access to selected historical, current, forecast, and agriculture indices from The Weather Company, an IBM Business.

1.2 Acceleration Services

1.2.1 IBM Decisions Platform for Agribusiness – Customization Services

This offering provides remotely delivered services to configure and customize the embedded analytics to make use of the Client's incoming supported data. The quantity of hours needed for the customization will be defined by IBM. Customization Services may include customized ingestion of supported Client data, customization of the available analytics to make effective use of the Client supplied data, and customization of the analytics to make the resulting insights available to the Client.

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 if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=E280FA9>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides the 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:

- Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service. For the purposes of this Cloud Service, an Item is an Acre. An Acre is defined as 4,840 square yards (4,047 square meters) or 0.405 Hectare.
- Hour is the total number of hours of use, rounded up to the nearest hour, of the Cloud Services.

4.2 Remote Services Charges

A remote service will expire 90 days from purchase regardless of whether the remote service has been used.

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 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.

5.2 Restrictions on Usage

- a. Client is not permitted to display, transmit, exhibit, distribute, demonstrate, use or otherwise convey the Data, directly or indirectly, in any form or manner, accessible by a third party (e.g., Client's customers, business partners or product end users) ("Third Party Facing Application") the essential purpose of which is to provide historic, current or forecast weather or atmospheric conditions or analysis thereof.
- b. To the extent Client does or authorizes the display of Data as part of a Third Party Facing Application, Client shall not imply, directly or indirectly that IBM provides, endorses, sponsors, certifies or approves the Data or any products or services promoted or associated with the Data.
- c. Client shall not use the Cloud Service or Data to target or trigger advertising, serve advertising based on the Data being associated with the location of any user of a consumer facing technology (e.g., weather-triggered advertising), or use the Cloud Service, Data for any marketing or data-based decisioning.
- d. Client shall not use the Data as part of any offering of any type emanating from a television or radio broadcast (e.g., over-the-air, cable, satellite) or subscription streaming service (e.g., Sling

Television, Netflix, Hulu, Amazon Prime Video, HBO GO, or radio equivalent) delivered on, through or by any means or medium.

- e. Client acknowledges that IBM may change the style or form of Data, and eliminate or discontinue segments of the Data, from time to time and at any time in its sole discretion; provided, IBM will include Client in its communications to similarly situated Clients regarding material changes in the Data.