

IBM Sterling Business Transaction Intelligence

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

1. Cloud Service

IBM Sterling Business Transaction Intelligence is a cloud-based, supply chain visibility application that can be used by a single enterprise, or in a multi-party environment between the Client and their trading partners. Data for the Cloud Service is made available either via the IBM Supply Chain Business Network or APIs.

Client's Trading Partners are organizational entities with which the Client has a business relationship. The Cloud Service delivers multi-party visibility to the business processes within a consensus-built data sharing model (Ledger) through the use of defined Relationships (described below).

For IBM Supply Chain Business Network clients, once configured, data will automatically be posted to the entitled Relationship on the Ledger. For non-IBM Supply Chain Business Network Clients or Trading Partners, an API is made available for posting data to the Ledger. This Cloud Service provides connectivity with security features enabled to share EDI documents and other data within a Relationship on a Ledger. Client may configure new Relationships and invite various Trading Partners. The Trading Partners can choose whether to participate.

The data retention period for all editions is 24 months.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Business Transaction Intelligence Enterprise Edition

The Cloud Service enables the Client to create a single enterprise view of order to cash transactions and serve as administrator. The client is entitled to post and view transactions, and to view Notifications, Cycle Time Predictions and Discrepancies. Client can post data from IBM Sterling Supply Chain Business Network or via API.

The Cloud Service supports the following types of access and associated actions:

- a. Client Admin – has authority to use the Document Configuration tool to adjust how data is displayed in the UI, configure other users, and configure alarm parameters when required. Client admins also have the same capabilities as Client Users.
- b. Client User – has visibility to Client and Trading Partner supply chain details by allowing them permissioned access to order to delivery documents viewable through a supported internet browser. Users can also view in application alarms.

1.1.2 IBM Business Transaction Intelligence Multi-Enterprise Edition

The Cloud Service enables the Client to create a multi-party shared view of purchase to pay or order to cash transactions, called a Relationship, and to serve as administrator. These Relationships define entitlements to post and view transactions written to the Ledger, and to view Notifications, Cycle Time Predictions and other insights drawn from shared data. Client and Trading Partners can post data from IBM Sterling Supply Chain Business Network or via API.

Only the Client, through administrative access, can create a multi-party Ledger and add, remove, or modify Trading Partners within a Relationship. Clients can send invitations to Trading Partners they want to participate. All Trading Partners will have a Standard User role on the Ledger and be able to view documents permissioned within the Relationship, via a supported Internet browser, once they have accepted the invitation.

The Cloud Service supports the following types of access and associated actions:

- a. Client Admin – has authority to create a multi-party Ledger and Relationships by inviting Trading Partners and can edit these configurations ongoing. Client admins can also use the Document Configuration tool to adjust how data is displayed in the UI, can configure other users, and configure alarm parameters when required. Client admins also have the same capabilities as Client Users.

- b. Client User – has visibility to Client and Trading Partner supply chain details by allowing them permissioned access to order to delivery documents viewable through a supported internet browser. Users can also view in application alarms.
- c. Trading Partner Admin – can configure alarm parameters for their company and to configure other users. Trading Partner Admins also have the same capabilities as Trading Partner Users.
- d. Trading Partner User – has visibility to Client and Trading Partner supply chain details by allowing them permissioned access to order to delivery documents viewable through a supported internet browser. Trading Partner Users can also view in application alarms and accept invitations on behalf of their company.

1.2 Optional Services

1.2.1 IBM Sterling Business Transaction Intelligence Multi-Enterprise Edition – Trading Partner Capability Survey

This Cloud Service consists of IBM surveying the Client's Trading Partners to determine their technical capabilities and willingness to participate.

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=7F8772A0028111E897141DAB9DEDEE3F>

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 specific configuration of the Cloud Services.
- Shipment Record is a record that represents a shipment of goods, irrespective of the number of item records, order records, or package counts contained within the set of goods processed by 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 Guest User Access

Client's Trading Partners or other permitted users of the Cloud Service ("Guest Users") are required to execute an online agreement or accept terms of service ("Guest User Terms of Service"), provided by IBM in order to access and use the Cloud Service. The current version of the Guest User Terms of Service is attached to this Service Description as Appendix A. Client is responsible for these Guest Users, including but not limited to a) any claims made by the Guest Users relating to the Cloud Service, b) charges incurred by the Guest User, or c) any misuses of the Cloud Service by these Guest Users. For purposes of all Client-related Ledgers, the terms of the Guest User Terms of Service, even if accepted by Client in the course of accessing the Cloud Service, does not apply to Client's use of the Cloud Service.

The Guest User Terms of Service will apply to Client's participation in a Relationship or Ledger, where Client is invited to participate as a Trading Partner of another IBM Client.

5.2 Application Access Upon Termination

If a Client chooses to terminate the Service, the Client along with the Guest User's access to the UI will be removed immediately. All data will be removed within 30 days.

If a Client chooses to remove a Relationship, the Guest User will have access to the Ledger for the remainder of the standard data retention period. No net new data will be posted to the Ledger once a Relationship is removed.

5.3 Client Responsibilities

Client administrator is responsible for the following administrative activities for the Cloud Service.

- Creating business-specific views and assigning users to those views within the application.
- Adjusting data mappings as necessary using the Document Configuration tool within the application.
- Configuring any alarm activation parameters.
- If required, defining the list of Trading Partners and required criteria to send Relationship invitations.
- If required, entering Trading Partner information into Relationship invitations and sending invitations within the application.
- If required, removing any Trading Partners from a Relationship to stop them from posting new data.

6. Overriding Terms

6.1 Data Use

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties: IBM will not use or disclose the results arising from Client's use of the Cloud Service that are unique to Client's 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 that has been anonymized; so that the data is rendered into a form that no longer constitutes personal data. IBM will use such data only for research, testing, and offering development.

IBM Sterling Business Transaction Intelligence – Guest User Terms of Service

Your access to the IBM Sterling Business Transaction Intelligence ("Service" is as a result of your business relationship with an IBM Client ("Sponsor") who desires to conduct business, or otherwise communicate, with you ("You" or "Guest User") via this Service.

By your electronic acceptance of this notice, or access to or use of, the Service, You represent that You are authorized to and do accept these terms of service on behalf of your company. Carefully read the following notice before submitting your electronic acceptance or accessing or using the Service. You may print a copy of this document at any time by clicking [here](#) to download this Agreement to your computer. Please note:

- a. You have no right to access or use the Service except through your Sponsor.
- b. The provision of access to this Service is not a guarantee or commitment that your Sponsor will include you in any activities available through the Service. Your Sponsor may determine what data You and Guest Users may see and/or act upon through the Service.
- c. Your Sponsor may direct IBM to suspend, revoke or terminate your access to the Service without notice to you. In addition, IBM may suspend, revoke or terminate the provision of service, or your access to the Service, without notice or liability to you or the Sponsor, for any reason.
- d. IBM does not authorize use of the service for any unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, viruses or harmful code, harassment, unsolicited or deceptive messages, or evading filters. Any such use is prohibited.
- e. The Sponsor, You and any other Guest Users are responsible for entering accurate data into the Service. The Service may include functionality that helps identify inconsistencies in data between various documents submitted as part of a transaction, but IBM is not obligated to take pro-active measures with respect to any transaction involving inconsistent or inaccurate data.
- f. Data is owned by the entity or individual (whether the Sponsor, You or another Guest User) that owns the data prior to upload into the Service. If data is uploaded by a third party on behalf of the Sponsor, You, or another Guest User the data is owned by the entity on whose behalf the third party is working.
- g. You authorize the access to, and the use, processing and storage, of any data or other content you input into the Service by the Sponsor, any other Guest User given access to the Service by the Sponsor, and by IBM and IBM's affiliates and contractors.
- h. Some of the information or data you input into or pull from the Service may be subject to governmental regulation or otherwise require special security measures and you may not input such information or data in the Service. You are responsible for all necessary permissions to include information or data in the Service.
- i. 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=7F8772A0028111E897141DAB9DEDEE3F>
- j. IBM may retain or archive the data or other content You input into the Service, as well as any results generated through the Service, for the time period set out in the agreement or service description between IBM and the Sponsor, or in accordance with IBM policies and practices.
- k. A Guest User may retain data or content input into the Service by another Guest User to the extent such data or content is pertinent to a transaction in which the Guest User retaining the data or

content is involved. You shall not systematically redistribute data, content, results or other insights input into, or generated through, the Service, to any party, including, without limitation, redistribution by EDI transfer, API integration, bulk file transfer, or any other systematic means.

- l. You agree that IBM may use all feedback and suggestions You provide.
- m. **Subject to any statutory warranties that cannot be excluded, IBM makes no warranties or conditions, express or implied, regarding the Service, including, but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, and title, and any warranty or condition of non-infringement. IBM does not warrant uninterrupted or error-free operation of the Service.**
- n. **Under no circumstances is IBM, its program developers or suppliers liable to You for any loss of data, any direct, indirect, special or consequential damages, or lost profits, goodwill, or anticipated savings as a result of your access to (or inability to access) the Service.**
- o. **IBM does not provide support of any kind. In the event IBM elects to provide support in its sole discretion, any such support provided by IBM is subject to the disclaimers and exclusions in this section.**
- p. IBM may use global resources (personnel and resources in locations worldwide) and third-party suppliers to support the delivery of this Service.
- q. IBM is not responsible for the Sponsor's use of the Service or any of their actions or statements regarding the Service. IBM is not responsible for enforcing the fulfillment of transactions between You and the Sponsor, or between You and any other Guest User.
- r. You warrant and represent that any and all use of the Service will be in accordance with applicable law.

You acknowledge and agree that You have not compensated IBM in any way for use of this Service. As such, under no circumstances is IBM, its program developers or suppliers liable for any of the following, even if informed of their possibility:

(i) Loss of, or damage to, data; (ii) direct, special, incidental, exemplary, or indirect damages, or for any economic consequential damages; or (iii) lost profits, business, revenue, goodwill, or anticipated savings.