

IBM Sterling Inventory Control Tower

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

1. Cloud Service

1.1 IBM Sterling Inventory Control Tower

IBM Sterling Inventory Control Tower is a SaaS based application that provides Client with visibility across siloed inventory data and processes, helps detect external events and discover disruption impacts, and manage exceptions across workflows to drive better performance.

The Cloud Service includes:

- IBM Inventory Visibility, which acts as a system of record consolidating unified views of inventory balances, supply, and demand across channels.
- Dashboards with drilldown capabilities that summarize inventory health and shows where execution is deviating from plan across locations.
- Ask Watson, with Watson agents trained to answer inventory specific questions.
- Playbooks and resolution rooms to accelerate resolution of inventory issues and best practice.

Resolution Rooms provide a virtual collaboration space where teams can assemble to identify root causes of a disruption and come to a solution. Guest Users can be included within a Resolution Room. Guest Users will be required to execute an online agreement provided by IBM prior to accessing the Cloud Service. Client is responsible for Guest Users use of the Cloud Service, 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. Guest Users can only use Resolution Room and all other users must have a subscription to use the Cloud Service. IBM reserves the right at a future time to limit the number of Guest Users. Guest Users are limited to one GB of uploads per Guest User available for storage of uploaded files and images.

1.2 Optional Services

1.2.1 IBM Sterling Inventory Control Tower – Non-Production

Permits use of the Cloud Service as part of Client's non-production activities, including but not limited to testing, performance tuning, fault diagnosis, benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the Cloud Service offering using published application programming interfaces. The Cloud Service Non-Production environment will be charged using the same metric calculation of the Sterling Inventory Control Tower part monthly.

1.2.2 IBM Sterling Inventory Control Tower – Additional Authorized Users

Provides for an additional Authorized User to use the Cloud Service.

1.2.3 IBM Sterling Inventory Control Tower AddOn for Inventory Visibility

Provides the use of the Cloud Service to an existing IBM Sterling Inventory Visibility Client.

1.2.4 IBM Sterling Inventory Control Tower AddOn for Inventory Visibility – Non-Production

Provides the use of the Cloud Service to an existing IBM Sterling Inventory Visibility Client and permits use of the Cloud Service as part of Client's non-production activities, including but not limited to testing, performance tuning, fault diagnosis, benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the Cloud Service offering using published application programming interfaces. The Cloud Service Non-Production environment will be charged using the same metric calculation of the IBM Sterling Inventory Control Tower for IBM Inventory Visibility part monthly.

1.3 Acceleration Services

1.3.1 IBM Sterling Control Tower One Time Setup

This setup service is required to provision the IBM Sterling Inventory Control Tower Cloud Service or the IBM Sterling Inventory Control Tower Add On for Inventory Visibility 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 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://www.ibm.com/dpa/dpl> apply.

IBM Watson Supply Chain Insights

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=C0D1C7801BDF11E7A99D5014AD6C3D46>

IBM Inventory Visibility

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=B8EE76103F1811E7BE8E09C6CE305F89>

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:

- Authorized User is a unique user authorized to access the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.

- 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.
- Stock Keeping Unit (SKU) is a unique item in a supplier or distributor catalog concurrently published, managed, or processed by the Cloud Service during the measurement period. For this Cloud Service, total number of SKUs are calculated by the total number of SKUs, multiplied by the number of locations where inventory is managed, multiplied by the frequency of updates per day. Frequency of updates can be once a day, eight times a day, or 24 times a day. IBM assumes that ten percent of the total number of SKUs calculated will be updated daily.

The Cloud Service includes ten Authorized Users. The maximum number of SKU/locations updates per hour is two million.

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 Pay Per Use

Pay per use charges, as specified in the Transaction Document, will apply when the Client requests activation of the pay per use part. These pay per use services must match the respective base instance of the subscription:

- IBM Sterling Inventory Control Tower SKU Overage
- IBM Sterling Inventory Control Tower Add On for Inventory Visibility SKU Overage
- IBM Sterling Inventory Control Tower Add On Users Authorized User Overage

5.3 Enabling Embedded Third-Party Applications

The Cloud Service supports technology that enables Client to embed applications or data in context within the Cloud Service user interface. Client understands the following regarding the use of the embedded applications feature:

- This feature is utilized by calling a REST API to load a URL of a third-party source.
- Client must have the proper license or agreement with any third-party provider to use said third party providers data via the embedded applications feature.
- Any third- party application Client uses via the embedded application feature is the Client's responsibility.
- IBM does not assume responsibility for the data management or security of third-party data.

5.4 Client Input of Data

Client may not upload sensitive personal information, or regulated data, to the IBM Cloud Service.

5.5 Creating Custom Data Field

Client may create custom data fields relating to their supply chain needs. This custom data field may not be populated with sensitive personal information, or regulated data, when using the IBM Cloud Service.

6. Overriding Terms

6.1 Data Reuse

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 will however use Content and other information that result from Content as part of the Cloud

Service for the purpose of improving the Cloud Service and other Cloud Services that utilize the same underlying technology.