IBM DemandTec for Retail

This Service Description describes the Cloud Service IBM provides to Client. Client means and includes the company, its authorized users or recipients of the Cloud Service.

1. **Cloud Service**

The Cloud Service offering is described below. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1.1 **IBM DemandTec Price Management on Cloud**

IBM DemandTec Price Management on Cloud enables retailers to implement pricing strategies by determining prices for a given item and maintaining all prices over time through the enforcement of pricing rules. The retailer can use IBM DemandTec Price Management to set up scenarios, customize pricing rules, have the system rules-price all of their merchandise and also react to data changes, such as vendor costs and competitor prices on a regular basis.

1.2 **IBM DemandTec Price Optimization on Cloud**

IBM DemandTec Price Optimization on Cloud enables retailers to create and run simulation and optimization scenarios in which they define strategic objectives such as increased revenues, profits, and sales volume and optimize prices to best achieve these objectives.

1.3 **IBM DemandTec Promotion Planning on Cloud**

IBM DemandTec Promotion Planning on Cloud provides a collaborative, web-based interface for setting-up and managing item and group level promotions, including price, valid dates, performance details, and locations. IBM DemandTec Promotion Planning enables retailers to establish a single repository of promotional offers improving visibility and accountability, helps to reduce errors, and streamlining execution.

1.4 **IBM DemandTec Promotion Optimization on Cloud**

IBM DemandTec Promotion Optimization on Cloud helps Client determine in real-time the optimal promotions that will accomplish their merchandising and marketing objectives. Retailers use IBM DemandTec Promotion Optimization to evaluate and forecast incoming vendor offers as well as to plan private label and other promotions. IBM DemandTec Promotion Optimization assists retailers to determine the discounted price for any item or promoted item group; the type of temporary price reduction, such as buy one get one, percent off, and multiples; and the use of merchandising support, such as ads and displays, as well as specific placement within an ad, to maximize the incremental lift and total store impact of every promotion.

1.5 **IBM DemandTec Promotion Execution on Cloud**

IBM DemandTec Promotion Execution on Cloud enables retailers to build a single repository for their information and content about promotional offers and events (ads, flyers, mobile, email, display, signage, etc.), including copy and images, and event level details.

1.6 **IBM DemandTec Markdown Optimization on Cloud**

IBM DemandTec Markdown Optimization on Cloud enables retailers to plan and optimize pricing, profit and inventory levels for items leaving the assortment. IBM DemandTec Markdown Optimization supports a wide range of markdown types, including seasonal, short product lifecycle, event and holiday, category reset, cycle refresh, and standard discount markdowns. Retailers can also create, forecast, compare, and evaluate multiple markdown pricing scenarios to fine-tune their markdown strategy.

1.7 **IBM DemandTec Deal Management for Retail on Cloud**

IBM DemandTec Deal Management for Retail on Cloud enables retailers to automate and streamline the presentation, negotiation, and reconciliation of trade promotions they receive from their consumer product manufacturer trading partners in a web-based environment.
1.8 IBM DemandTec Deal Management for Retail: Bill Distribution Module
IBM DemandTec Deal Management for Retail: Bill Distribution Module enables retailers to reduce processing cycle time, account receivable turnover ratio and manual errors through automated generation and secure distribution of PDF invoices to consumer product manufacturer trading partners.

1.9 IBM DemandTec Basket Insights for Retail
IBM DemandTec Basket Insights for Retail enables retailers to analyze transactions through a series of dashboards.

1.10 IBM DemandTec Shopper Insights for Retail on Cloud
IBM DemandTec Shopper Insights for Retail on Cloud enables retailers to analyze shopper behavior including trips, purchase frequency, and product purchase through a series of dashboards. Once a particular retailer subscribes to IBM DemandTec Shopper Insights for Retail on Cloud, IBM makes available IBM DemandTec Shopper Insights for Manufacturers on Cloud to that retailer’s vendors and trading partners.

1.11 IBM DemandTec Assortment Optimization for Retail on Cloud
IBM DemandTec Assortment Optimization for Retail on Cloud enables retailers to determine which items should be stocked, by store cluster and planogram, based on shopper purchase behavior, the competitive environment, and a quantified understanding of whether an item is merely duplicative or provides incremental sales to the product category. Once a retailer subscribes to IBM DemandTec Assortment Optimization for Retail on Cloud, IBM makes available IBM DemandTec Assortment Optimization for Manufacturers on Cloud to that retailer’s vendors and trading partners to collaborate with the retailer to enable assortment decisions based on the retailer’s sales data.

1.12 IBM DemandTec Managed Cloud Delivery Preview
IBM DemandTec Managed Cloud Delivery Preview allows Client to preview upcoming releases to help them prepare for new or updated capabilities.

2. Security Description

2.1 Security Policies
IBM maintains privacy and security policies that are communicated to IBM employees. IBM requires privacy and security training to personnel who support IBM data centers. We have an information security team. IBM security policies and standards are reviewed and re-evaluated annually. IBM security incidents are handled in accordance with a comprehensive incident response procedure.

2.2 Access Control
Access to Client Data, if required, is allowed only by authorized IBM support representatives according to principles of segregation of duties. IBM staff use two–factor authentication to an intermediate “gateway” management host. All connections are encrypted channels when accessing Client Data. All access to Client Data and transfer of data into or out of the hosting environment is logged. WIFI use is prohibited within the IBM data centers that support this Cloud Service.

2.3 Service Integrity and Availability
Modifications to operating systems and application software are governed by IBM’s change management process. Changes to firewall rules are also governed by the change management process and are reviewed by the IBM security staff before implementation. IBM monitors the data center 24x7. Internal and external vulnerability scanning is regularly conducted by authorized administrators and third party vendors to help detect and resolve potential system security exposures. Malware detection (antivirus, intrusion detection, vulnerability scanning, and intrusion prevention) systems are used in all IBM data centers. IBM’s data center services support a variety of information delivery protocols for transmission of data over public networks. Examples include HTTPS/SFTP/FTPS/S/MIME and site-to-site VPN. Backup data intended for off-site storage is encrypted prior to transport.

2.4 Activity Logging
IBM maintains logs of its activity for systems, applications, data repositories, middleware and network infrastructure devices that are capable of and configured for logging activity. To minimize the possibility of tampering and to enable central analysis, alerting and reporting, activity logging is done in real-time to central log repositories. Data is signed to prevent tampering. Logs are analyzed in real-time and via
periodic analysis reports to detect anomalous behavior. Operations staff is alerted to anomalies and contacts a 24x7 on-call security specialist when needed.

2.5 Physical Security
IBM maintains physical security standards designed to restrict unauthorized physical access to IBM data centers. Only limited access points exist into the data centers, which are controlled by two-factor authentication and monitored by surveillance cameras. Access is allowed only to authorized staff that have approved access. Operations staff verifies the approval and issues an access badge granting the necessary access. Employees issued such badges must surrender other access badges and can only possess the data center access badge for the duration of their activity. Usage of badges is logged. Non-IBM visitors are registered upon entering on premises and are escorted when they are on the premises. Delivery areas and loading docks and other points where unauthorized persons may enter the premises are controlled and isolated.

2.6 Compliance
IBM performs industry standard SSAE 16 audits (or their equivalent) annually in production data centers. IBM reviews security and privacy-related activities for compliance with IBM’s business requirements. Assessments and audits are conducted regularly by IBM to confirm compliance with its information security policies. IBM employees and vendor employees complete workforce security and awareness training annually. Personnel are reminded of their job objectives and their responsibility to meet ethical business conduct, confidentiality, and IBM’s security obligations annually.

3. Service Level Agreement
IBM provides the following availability service level agreement (“SLA”) for the Cloud Service as specified in the Transaction Document. The SLA is not a warranty.

3.1 Definitions
a. “Availability Credit” means the compensation IBM will provide for a validated Claim. The Availability Credit will be applied in the form of a credit against a future invoice for the Cloud Service.
b. “Claim” means a claim Client submits to IBM that a service level has not been met during a Contracted Month.
c. “Contracted Month” means each full calendar month during the Cloud Service term measured from 12:00 a.m. Eastern US time on the first day of the month through 11:59 p.m. Eastern US time on the last day of the month.
d. “Downtime” means a period of time during which production system processing for the Cloud Service for which Client is entitled to use is not available. Downtime does not include the period of time when the Cloud Service is not available because of:
   (1) A scheduled or announced maintenance outage;
   (2) Events or causes beyond IBM’s control (e.g., natural disaster, internet outages, emergency maintenance, etc.);
   (3) Client’s failure to adhere to required system configurations and supported platforms or Client system administration, commands, or programming errors to provide content or access to the Cloud Service;
   (4) Client’s caused security breach or any security testing performed by Client; or
   (5) IBM’s compliance with any designs, specifications, or instructions that Client provides to IBM or a third party provides to IBM on Client’s behalf.
e. “Event” means a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level.

3.2 Availability Credits
To submit a Claim, Client must log a Severity 1 support ticket (as defined below in the Technical Support Section) for each Event with the IBM technical support help desk within 48 hours of first becoming aware that the Event has impacted use of the Cloud Service. Client must provide all necessary information about the Event, and reasonably assist IBM with the diagnosis and resolution.
A Claim for an Availability Credit must be submitted to either Client’s IBM Account Representative or IBM Client Success Manager no later than three (3) business days after the end of the Contracted Month in which the Claim arose.

a. The total Availability Credits awarded with respect to any Contracted Month cannot exceed twelve percent (12%) of one twelfth (1/12th) of the annual charge for the Cloud Service.

b. For bundled Cloud Services (individual Cloud Service offerings packaged and sold together as a single offering for a single combined price), the Availability Credit will be calculated based on the single combined monthly price for the bundled Cloud Service, and not the monthly subscription fee for each individual Cloud Service. Client may only submit Claims relating to one individual Cloud Service in a bundle at a given time.

3.3 Service Levels
Availability of the Cloud Service during a Contracted Month

<table>
<thead>
<tr>
<th>Availability during a Contracted Month</th>
<th>Availability Credit (% of Monthly Subscription Fee* for Contracted Month that is the subject of a Claim)</th>
</tr>
</thead>
<tbody>
<tr>
<td>97.00% - 99.00%</td>
<td>2%</td>
</tr>
<tr>
<td>95.00% – 96.99%</td>
<td>5%</td>
</tr>
<tr>
<td>Less than 95.00%</td>
<td>12%</td>
</tr>
</tbody>
</table>

* 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%

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 a Contracted Month.

Example: 500 minutes total Downtime during Contracted Month

\[
\text{43,200 total minutes in a 30 day Contracted Month} - \text{500 minutes Downtime} = 42,700 \text{ minutes} \]

\[
\frac{42,700}{43,200} = 98.8\% \text{ Availability during Contracted Month for a 2\% Availability Credit}
\]

3.4 Other information about this SLA
This SLA is made available only to the Client company and does not apply to claims made by a user of the Cloud Service or for any beta or trial services. The SLA only applies to the Cloud Services in productive use. It does not apply to non-production environments, including but not limited to the IBM DemandTec Managed Cloud Preview or test, disaster recovery, quality assurance, or development environments.

4. Entitlement and Billing Information
4.1 Definitions
The following terms shall have the meanings set forth below:

**Consumer Products or CP** — means any article or component thereof produced or distributed for direct sale to a consumer. By way of example, “Consumer Products” include apparel and footwear, food and beverage, home and personal care, consumer durables & home appliances, consumer non-durables, specialty, and pet care, but do not include automobiles, airplanes, financial instruments, services or houses.

**Included Business** — means the division, business unit or channel (for example, physical stores versus on-line ecommerce) in connection with which Client subscribes to use the Cloud Service.

**Included Geography** — means the geography in which Client subscribes to use the Cloud Service.
**Retailer** — means a Client engaged in the sale of Consumer Products in small or individual lots for direct consumption by the consumer.

**Total Sales** — means gross sales dollars of the legal entity subscribing to the Cloud Service that are derived from the sale of products sold by the Included Business in the last full twelve months prior to the initial term or renewal of the term.

Capitalized terms not defined herein are defined in the Cloud Service Agreement.

### 4.2 Charge Metrics

The Cloud Services are available under one of the following charge metrics as specified in the Transaction Document:

a. Million Revenue Conversion Unit (MRCU) is a unit of measure by which the Cloud Service can be obtained. A Revenue Conversion Unit is a currency-independent measure of a Revenue amount relevant to the Cloud Service. Currency-specific Revenue amounts must be converted into RCUs in accordance with the table located at [Conversion unit table](http://www-01.ibm.com/software/passportadvantage/conversion_unit_table.html). Each MRCU entitlement represents one Million RCUs. Sufficient MRCU entitlements must be obtained to cover the amount of Revenue processed or managed by the Cloud Service during the measurement period specified in Client’s Proof of Entitlement.

b. 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.

Note: The definition/scope of Revenue differs by the particular Cloud Service offering as outlined below:

#### Cloud Service

- IBM DemandTec Price Management on Cloud
- IBM DemandTec Basket Insights for Retail
- IBM DemandTec Shopper Insights for Retail on Cloud
- IBM DemandTec Assortment Optimization for Retail on Cloud
- IBM DemandTec Deal Management for Retail on Cloud
- IBM DemandTec Deal Management for Retail: Bill Distribution Module
- IBM DemandTec Price Optimization on Cloud
- IBM DemandTec Promotion Optimization on Cloud
- IBM DemandTec Promotion Planning on Cloud
- IBM DemandTec Promotion Execution on Cloud
- IBM DemandTec Markdown Optimization on Cloud

#### Revenue Definition

- Revenue is Total Sales of the Included Business
- Revenue is the Total Sales that Client intends to optimize (a subscription could be limited to a portion of the Included Business)
- Revenue is the Total Sales of the Included Business that are generated by sales of Promoted Items. For purposes of this Cloud Service, Promoted Items are products that are temporarily featured and/or discounted or sold on any form of promotion, including without limitation, a temporary price reduction (TPR), mention in an advertisement or circular, display in a secondary location of physical stores or on the main page of a website and coupons. Promoted Items do not include Markdown Items.
- Revenue is the Total Sales of the Included Business that are generated by sales of Markdown Items. For purpose of this Cloud Service, Markdown Items are products sold on a permanent price reduction, generally aimed at clearing out excess supply, which includes clearance sales.

### 4.3 Platform Enablement Services

For the purposes of the Platform Enablement Services, Revenue is the Total Sales of the Included Business.
To determine the appropriate Platform Enablement Service level to purchase, Client must first determine the appropriate Billion Revenue Conversion Units (BRCU) that applies to their company. A BRCU is a currency-independent measure of a Revenue amount relevant to the Cloud Service. Currency-specific Revenue amounts must be converted into BRCUs in accordance with the table located at http://www.ibm.com/software/licensing/conversion_unit_table. Each BRCU entitlement represents one Billion (10 to the 9th power) RCUs. The BRCUs calculated must cover the amount of Revenue processed or managed by the Cloud Service during the measurement period.

Level 1 = up to 3 BRCU
Level 2 = up to 8 BRCU
Level 3 = up to 15 BRCU
Level 4 = above 15 BRCU

4.4 Set-Up Charges
Set-up charges will be specified in a Transaction Document. A set-up fee will be charged for initial or additional as appropriate.

a. IBM DemandTec One-Time Setup -- IBM shall charge a one-time setup fee upon initial provisioning of the Cloud Service. The rate and billing term will be specified in the Transaction Document and billed accordingly.

b. IBM DemandTec for Retail for Additional Application Setup Fee-- IBM shall charge a setup fee for each Additional Application Setup Fee ordered. The rate and billing term will be specified in the Transaction Document and billed accordingly.

4.5 Partial Month Charges
A partial month charge as specified in the TD may be assessed on a pro-rated basis...

5. Remote Services
The following remote services may be acquired by Clients of the Cloud Services

- IBM DemandTec Price Management – Platform Enablement Services
- IBM DemandTec Promotion Planning – Platform Enablement Services
- IBM DemandTec Price Optimization – Platform Enablement Services
- IBM DemandTec Price and Promotion Optimization – Platform Enablement Services
- IBM DemandTec Promotion Optimization – Platform Enablement Services
- IBM DemandTec Markdown – Platform Enablement Services
- IBM DemandTec Basket Insights – Platform Enablement Services

5.1 IBM DemandTec Price Management – Platform Enablement Services, IBM DemandTec Promotion Planning – Platform Enablement Services, IBM DemandTec Basket Insights – Platform Enablement Services
IBM will:

a. Work with Client to obtain all required data fields as outlined in the relevant IBM Import Data Specification Document for the applicable Cloud Service offering (“Client Data”).

b. Receive and load Client Data on a weekly or daily cadence and maintain the data translation interfaces (inbound and outbound) using standard tools. Additional fees could be required if Client modifies the format of Client Data following initial implementation, requests transmission of files back to Client in a different format or requests that IBM modify data maps and automation scripts to take advantage of new data.

c. Provide standard on-going account management services which ensure Client is supported after the implementation team rolls off. This account management service will be provided remotely and will not exceed 4 hours per week.
5.2 IBM DemandTec Price Optimization – Platform Enablement Services, IBM DemandTec Promotion Optimization – Platform Enablement Services, IBM DemandTec Markdown – Platform Enablement Services, IBM DemandTec Price and Promotion Optimization – Platform Enablement Services

IBM will:

a. Work with Client to obtain all required data fields as outlined in the relevant IBM Import Data Specification Document for the applicable Cloud Service offering (“Client Data”).

b. Receive and load Client Data on a weekly or daily cadence and maintain the data translation interfaces (inbound and outbound) using standard tools. Additional fees could be required if Client modifies the format of Client Data following initial implementation, requests transmission of files back to Client in a different format or requests that IBM modify data maps and automation scripts to take advantage of new data.

c. Perform its standard data validation for modeled product categories. Data validation consists of automated jobs running and checking Client Data for potential errors and anomalies.

d. Provide its standard econometric modeling services for each product category in accordance with the Project Plan, which services include creating modeling datasets, estimating models, assessing model quality, and troubleshooting models as needed. This includes initial modeling for each included product category and ongoing remodels on a reasonable cadence based on the dynamics of the category as reasonably assessed by IBM. In the case of a data restatement by Client, IBM will work with Client to determine whether a reload of the restated historical data and a remodel of the affected product categories is warranted, which may require additional fees to be agreed upon at that time.

e. Provide standard on-going account management services which ensure Client is supported after the implementation team rolls off. This account management service will be provided remotely and will not exceed 6 hours per week.

5.3 Client Responsibilities for Platform Enablement Services

Client is responsible for providing the following:

a. Direct access for IBM resources as necessary to complete assigned Platform Enablement Services activities

b. Appropriate level and number of Client’s resources to work on the project including:
   - IT programmer(s) to work with IBM’s data integration team to create and maintain the appropriate data interfaces
   - Representatives from the business to ensure application requirements are properly translated into the contents of the data extracts
   - Strong project team for performing the following technical and business process work required:
     - Relevant data mapping documentation
     - Transmission of Client Data in accordance with agreed timelines
     - Client Data that matches IBM’s format as specified in the current IBM Import Data Specification Document
     - Resources to address any issues in a timely manner
     - Client’s support for ensuring the information provided is correct

Client acknowledges that Client’s failure to perform the above obligations may affect IBM’s ability to provide the Platform Enablement Services. If Platform Enablement Services are delayed or if IBM’s cost of providing Platform Enablement Services is increased as a result of Client’s failure to perform the above tasks or because of any other circumstances outside of IBM’s control, additional fees may be required. Additional fees and billing terms for such services will be ordered separately and specified in a Statement of Work.
6. **Term and Renewal Options**

6.1 **Term**

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 may increase their level of use of the Cloud Service during the term by contacting IBM or their IBM Business Partner, and the increase will be confirmed in a Transaction Document.

6.2 **Cloud Services Term Renewal Options**

The Transaction Document will specify which of the following applies to renewal of the Cloud Service term.

6.2.1 **Automatic Renewal**

Where renewal is automatic, the Cloud Service term will automatically renew for either a one year term or the same duration as the expiring term if Client has not requested termination in writing at least 90 days prior to the term expiration date.

6.2.2 **Continuous Billing**

Where billing is continuous, Client will continue to have access to the Cloud Service following the end of the term and will be billed for usage on a continuous basis. To discontinue use of the Cloud Service and stop the continuous billing process, Client must provide 90 days written notice of cancellation. Client will be billed for any outstanding access charges through the end of the month of cancellation.

6.2.3 **Renewal Required**

Where the renewal type is specified as “terminate”, the Cloud Service will terminate at the end of the term and Client access will end. To continue to use the Cloud Service beyond the term end date, Client must order a new subscription term.

7. **Technical Support**

Technical support for the Cloud Service is available during the subscription period.

**Regular Phone and Email Support Hours of Operation are as follows:**

- **Americas:** 6:00 a.m. – 6:00 p.m. Pacific Time, U.S., Monday – Friday
- **Europe:** 8:00 a.m. – 5:00 p.m. European Central Time, Monday – Friday
- **Asia:** 8:00 a.m. – 5:00 p.m. Japan Standard Time, Monday – Friday

**After Hours Support:**

After Hours Support (outside of the regular operating hours stated above) is available only for Severity 1 issues on business days, weekends, and holidays.

Support Hotline: 1-866-460-0501
Direct Line: 1-925-460-9120
Email: dtsupport@us.ibm.com
Support web portal: [https://support.ibmcloud.com](https://support.ibmcloud.com)

<table>
<thead>
<tr>
<th>Severity</th>
<th>Severity Definition</th>
<th>Response Time Objectives</th>
<th>Response Time Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Critical business impact/service down:</strong> 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.</td>
<td>Within 1 hour</td>
<td>24x7</td>
</tr>
<tr>
<td>2</td>
<td><strong>Significant business impact:</strong> A service business feature or function of the service is severely restricted in its use or Client is in jeopardy of missing business deadlines.</td>
<td>Within 2 business hours</td>
<td>M-F business hours</td>
</tr>
<tr>
<td>3</td>
<td><strong>Minor business impact:</strong> Indicates the service or functionality is usable and it is not a critical impact on operations.</td>
<td>Within 4 business hours</td>
<td>M-F business hours</td>
</tr>
</tbody>
</table>
8. Additional Information

8.1 Data and Minimum Equipment Requirements
In order to use the Cloud Services, Client will have to provide IBM with the product, financial and other data described in the IBM Import Data Specification Document in effect on the date on which the data is provided ("Client Data"). A copy of the current IBM Import Data Specification Document will be provided upon signed agreement and is subject to modification by IBM from time to time, in its sole discretion. Further, each Cloud Service has minimum equipment requirements to access the service, which are described in the service specifications and available upon request.

8.2 Use of Client Data By IBM
During the subscription period, Client Data may be utilized by IBM for internal research and data mining purposes, provided that IBM first removes all characteristics of such Client Data that might reveal Client’s identity or any confidential or proprietary aspects of Client’s internal business processes.

8.3 Use of Client Data By Retailer’s Trading Partners
If Client subscribed to IBM DemandTec Deal Management for Retail on Cloud, IBM DemandTec Deal Management for Retail: Bill Distribution Module, IBM DemandTec Shopper Insights for Retail on Cloud, or IBM DemandTec Assortment Optimization for Retail on Cloud, during the subscription period, Client authorizes IBM to use your Client Data to provide Cloud Services to Client’s consumer product trading partners who have also subscribed to a Cloud Service and require access to your Client Data.

8.4 Privacy Notice
Client is aware and agrees that IBM may, as part of the normal operation and support of the Cloud Service, collect information from Client (your employees and contractors) related to the use of the Cloud Service, through tracking and other technologies. IBM does so for the purpose of improving user experience and/or tailoring interactions with Client. Client confirms that Client will obtain or have obtained consent to allow IBM to process the collected information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client’s employees and contractors to access, update, correct or delete their collected information.

8.5 Derived Benefit Locations
Where applicable, taxes are based upon the location(s) receiving the benefit of the Cloud Service. IBM will apply taxes based upon the business address listed in Client’s order unless Client provides additional information to IBM. Client is responsible for keeping such information current and providing any changes to IBM.

9. Preview Limitation
If the Cloud Service is designated as “Preview”, the Cloud Service can be used by Client only for internal non-production or preview activities, including testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance activity and/or developing internally-used additions or extensions to the Cloud Service using published application programming interfaces. Client is not authorized to use any part of the Cloud Service for any other purpose without acquiring the appropriate production entitlements.