

Service Description

IBM Sterling Web Forms

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1. Cloud Service

IBM Sterling Web Forms facilitates electronic commerce between a Client and any third-party user of the Cloud Service authorized by Client to access the Cloud Service to exchange data with Client or to use the Cloud Service on Client's behalf ("Guest User"). It provides the Guest User with the ability to view and process electronic forms by accessing the Cloud Service website via a supported internet browser. The Cloud Service provides Client and Guest User visibility to Content uploaded by Client and its Guest Users.

The Cloud Service includes the following:

- Administrative Site – allows the Cloud Service user to generate announcements, view a series of pre-defined reports on Guest User's activities, and manage databases that aid in providing pre-defined options and data to the Guest User when the Guest User is processing transactions.
- Web Forms User Site – enables a Guest User to conduct electronic commerce with Client through an internet connection by allowing them to view electronic commerce documents presented in a user-readable interface viewable through a supported internet browser.
- Folder Search and Details – provides the Cloud Service user with visibility into documents found in the inbox, outbox, archive, and trash folders for the Guest User.

2. Content and Data Protection

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413339598184>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

2.1 Data Use

IBM will not use or disclose the results arising from Client's use of the Cloud Service that are unique to your Content (Insights) or that otherwise identify Client. IBM may, however, use Content and other information (except for Insights) that results from Content while providing the Cloud Service subject to removing personal identifiers; so that any personal data can no longer be attributed to a specific individual without the use of additional information. IBM will use such data only for research, testing, and offering development.

3. Service Level Agreement

IBM provides the following availability service level agreement (SLA) for the Cloud Service as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

For bundled Cloud Services (individual Cloud Service offerings packaged and sold together as a single offering for a single combined price), the compensation 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.

3.2 Service Levels

Availability of the Cloud Service during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 99.9%	2%
Less than 99%	5%
Less than 95%	10%

* 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%. IBM will make a rebate directly available to Client.

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 the contracted month.

4. Technical Support

Technical support for the Cloud Service is provided via email and an online problem reporting system. IBM's software as a service support guide available at https://www-01.ibm.com/software/support/saas_support_guide.html provides technical support contact and other

information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

5. Entitlement and Billing Information

5.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- Entity ID is a unit of measure by which the Cloud Service can be obtained. An Entity ID is a unique identifier, which may be referred to in the Cloud Service environment by different terms that may include but would not be limited to customer ID, partner ID, supplier ID, vendor ID, or EDI ID within the Cloud Service. Sufficient entitlements must be obtained to cover the total number of Entity IDs contained in the Cloud Service during the measurement period specified in Client's Transaction Document.

5.2 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

5.3 Billing Frequency

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

5.4 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.

6. Term and Renewal Options

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. The PoE will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the PoE.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90 day period.

7. Additional Terms

7.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where [program] failure could give rise to a material threat of death or serious personal injury.

7.2 Guest User Access

Client's Guest Users may be required to execute an online agreement provided by IBM in order to access and use the Cloud Service. 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.

7.3 Data Transmission

The Cloud Service may involve the transmission of content including Client ID and password from, to, or over third-party systems or networks, such as the Internet and other interconnect services, over which IBM exercises no control and for which IBM is not responsible or liable. Senders and receivers of the content that is coming through the Cloud Services environment for Client's trading community might not treat that content as confidential. Client should encrypt the content if Client wants to make the content unreadable or indecipherable in the Cloud Services environment and in transit over IBM and other third-party networks. Client is responsible for, and assumes any risk for, choosing the protocols and means Client uses to transmit content over IBM and other third party networks.

IBM may transfer or store Content outside of the country where Client or Client's customers, suppliers, and the organizational entities with which Client has a business relationship (Trading Partners) are located solely for the purposes of providing the Cloud Service or as required by applicable law or legal process.

The Cloud Service may include transmission of Content to and from Client's Trading Partners either via direct connections with IBM or interconnections through one or more gateways or networks provided by third parties ("Interconnect Services" and each third party an "Interconnect Provider"). Except as set forth in a separate agreement between Client and an interconnect provider any interconnect provider is not liable for anything in connection with the Cloud Service.

7.4 Setup

Client will provide, at no charge to IBM, sufficient access to Client's systems, information, personnel and resources and perform Client's other responsibilities in order to set up the Cloud Service.