

## Service Description

### IBM Supply Chain Business Network

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

#### 1. Cloud Service

IBM Supply Chain Business Network is a cloud-based, business-to-business (B2B) integration-as-a-service solution providing connectivity and collaboration between the Client and their trading partners. Client's trading partners are organizational entities with which Client has a business relationship. The Cloud Service delivers visibility and control over the business processes shared with outside companies and can provide onboarding and community support for Client's trading partners.

The Cloud Service allows Client and its trading partners to transmit data to IBM, which may be transformed from one business document format to another, based on Client-provided business rules, and, in turn, forwarded to Client's trading partner(s) either via direct connections with IBM or using interconnect services. Client's electronic documents can follow traditional Electronic Data Interchange ("EDI") standards, XML-based standards, or proprietary standards and formats. The Cloud Service includes, but is not limited to, data transport, carbon copy, delimiter conversion and document clipping.

The Cloud Service leverages interconnections through one or more gateways or networks provided by third parties ("Interconnect Services" and each third party an "Interconnect Provider") to enable the Client to send to, and receive from, other public and private networks that Client's trading partners use.

IBM will establish the hardware, software, and communications for the Cloud Service. Client and IBM each retain responsibility for their respective network entry point access control, firewalls, user security, and hardware. As part of this Cloud Service, IBM will implement connectivity between Client and IBM and will work with Client during joint connectivity testing between Client and IBM.

#### 1.1 Offerings

The Client may select from the following available offerings.

##### 1.1.1 IBM Supply Chain Business Network-Essentials Edition

This Cloud Service provides secure connectivity to trade EDI and non-EDI documents with the Client's trading community. It includes document tracking visibility as well as analytics dashboards and trends. Dynamic routing enables the Client to trade with any entity already on the IBM network with no additional configuration. Client may configure new partners, that use third party services, on the IBM network, provided IBM has an interconnect agreement in place with their provider. Client's initial configuration to connect to the Cloud Service is included (Co-Managed VPN carries a monthly service fee). Client must acquire either Document or Kilo Character entitlements to this Cloud Service

##### 1.1.2 IBM Supply Chain Business Network-Standard Edition

This Cloud Service automates the transformation of business documents into various data formats using methodologies based on business rules that Client provides and exchanges to and from any trading partner, pursuant to Client's instructions. This edition is for Clients that require some level of mapping and data transformation to meet the needs of their trading partners, in addition to the routing of data. It includes inflight visibility, analytics dashboards and trends, as well as business transaction intelligence with cognitive capabilities. Client's initial configuration setup(s) to connect to the Cloud Service is included (Co-Managed VPN carries a monthly service fee). Client must acquire either Document or Kilo Character entitlements to this Cloud Service. Client must acquire entitlements to the map setup, one trading partner setup and support as described here:

- a. IBM Supply Chain Business Network-Standard Edition-Trading Partner Setup Remotely Delivered Service

This service consists of the configuration and testing of one of the Client's trading partner connections to the Cloud Service.

- b. **IBM Supply Chain Business Network-Standard Edition-Support**  
This service provides the Client technical and Cloud Service support teams to triage requests for map changes and enhancements, resolve communications issue and trading partner configurations.

### **1.1.3 IBM Supply Chain Business Network-Premium Edition**

This Cloud Service includes all the features of IBM Supply Chain Business Network Standard Edition with the addition of personalized support and program management. IBM will assign a dedicated client success manager to act as a single focal point, conduct regular requirement and business reviews, and advise Client on how to best utilize the Cloud Service integration capabilities.

Client's initial configuration setup(s) to connect to the Cloud Service is included. Client must acquire either Document or Kilo Character entitlements to this Cloud Service. Client must acquire entitlements to the map setup, one trading partner setup and one support service as described here:

- a. **IBM Supply Chain Business Network-Premium Edition-Trading Partner Setup Remotely Delivered Service**  
This service consists of the configuration and testing of one of the Client's trading partner connections to the Cloud Service.
- b. **IBM Supply Chain Business Network-Premium Edition-Tier 1 Support**  
This service provides technical and Cloud Service support to triage requests for map changes and enhancements, personalized support and program management, for Client whose trading partner community is primarily Client customers. Client will maintain the first level support for the trading partner community and IBM will support the Client.
- c. **IBM Supply Chain Business Network-Premium Edition-Tier 2 Support**  
This service provides technical and Cloud Service support to triage requests for map changes and enhancements, personalized support and program management, for Client whose trading partner community is primarily Client suppliers. Client will maintain the first level support for the trading partner community and IBM will support the Client.
- d. **IBM Supply Chain Business Network-AddOn-Premium Edition Trading Partner Support**  
This service provides technical and customer service support to Client and Client's trading partner community. IBM will manage technical issues and business concerns will be escalated to the Client for resolution. IBM will provide the Client's trading partner community with appropriate communication channels to contact IBM for support.

### **1.1.4 IBM Supply Chain Business Network-Base-Labor-Map Setup-Map Remotely Delivered Service**

This service consists of analyzing technical requirements, developing map requirement specification, performing map development, unit testing and deploying to production of one map. Client must acquire an entitlement for this map service for the IBM Supply Chain Business Network-Standard Edition and IBM Supply Chain Business Network-Premium Edition.

## **1.2 Optional Services**

The following optional services are available with any base subscription edition selected:

### **1.2.1 IBM Supply Chain Business Network-AddOn-Co-managed VPN-Connection**

This service consists of the ongoing maintenance of a configured co-managed VPN connection to the Cloud Service through the Client's VPN connection.

### **1.2.2 IBM Supply Chain Business Network-AddOn Additional Co-managed VPN Setup-Connection**

This service is available on a pay per use basis and provides a configuration service to connect to the Cloud Service through the Client's VPN connection.

### **1.2.3 IBM Supply Chain Business Network-AddOn-Synchronous Process Services-Thousand Server Calls**

This service provides real-time website inquiry and response processing, as well as the synchronous exchange of supply chain Documents, providing Client the ability to synchronously exchange messages with trading partners through the Cloud Service environment regardless of differing web services interfaces.

**1.2.4 IBM Supply Chain Business Network-AddOn-Process Enrichment Services-Thousand Server Calls**

This service provides the ability to take a standard B2B Document flow and 'punch-out' to a web service to either validate information within the business Document or to gather additional information that will be used to enrich the business Document content.

**1.2.5 IBM Supply Chain Business Network-Standard Edition Additional Trading Partner Setup**

This service provides the Client configuration and setup for one new trading partner in the SCBN environment for data routing and visibility.

**1.2.6 IBM Supply Chain Business Network-Premium Edition Additional Trading Partner Setup**

This service provides the Client configuration and setup for one new trading partner in the SCBN environment for data routing and visibility.

**1.2.7 IBM Supply Chain Business Network-AddOn Additional Trading Partner Direct Connection Setup**

This service is available on a pay per use basis and provides configuration service for a single trading partner as a direct connection through a supported protocol.

**1.2.8 IBM Supply Chain Business Network-AddOn-Project Extension Fee-Engagement-Pay Per Use Service**

This service may be charged weekly if there are delays caused by Client and/or Client's trading partner(s).

**1.2.9 IBM Supply Chain Business Network-Base-Labor-Map Setup**

This remotely delivered service is available on a pay per use basis and consists of analyzing technical requirements, developing Map Requirement Specification, and performing map development, unit testing and deployment to production of one map.

**1.2.10 IBM Supply Chain Business Network-Trading Partner Change**

This remotely delivered service is available on a pay per use basis and consists of changing a single trading partner configuration.

**1.2.11 IBM Supply Chain Business Network-Small Map Change**

This remotely delivered service is available on a pay per use basis and consists of a map change that involves less than two trading partners, one EDI or APP/XML segment, hard coded changes, direct mapping changes, or the addition of one or two segments.

**1.2.12 IBM Supply Chain Business Network-Medium Map Change**

This remotely delivered service is available on a pay per use basis and consists of a map change that involves one or more divisions and one or more trading partners, less than five EDI or APP/XML segments, the addition of a whole record, changes that involve indexing, most XML, or are part of a multi-part flow.

**1.2.13 IBM Supply Chain Business Network-Large Map Change**

This remotely delivered service is available on a pay per use basis and consists of a map change that involves one or more divisions, one or more trading partners, less than five EDI or APP/XML segments, APP/XML schema format change, SDQ, SORT, complex looping and/or hierarchical structures and logic, adding indexing/sorting.

**1.2.14 IBM Supply Chain Business Network-AddOn-eInvoicing Archive Service**

This service provides long term electronic storage of e-invoices and related documents processed through the Cloud Service (up to 11 years) depending upon the requirements of the local jurisdiction. The archive enables Client or a tax auditor to search, view and report on the stored e-invoices, and to audit the integrity and authenticity of e-invoices. The Cloud Service is not designed to meet e-invoicing archive or audit regulations related to real estate invoices, invoices belonging to an accounting/fiscal year longer than twelve (12) months, suspension or extension of a storage period or special regulatory measures, late tax return filings or late bookings which lead to prolonged storage periods, or specific sector or industry rules.

- a. The Cloud Service incorporates the archive service GUI that allows an end user to search for and access its archived documents. The located invoice can be downloaded to disk or be audited (if

applicable) by launching the audit service web page. Invoices are preserved pursuant to requirements of the local jurisdiction.

- b. The Cloud Service provides an audit service GUI to which archived e-invoices can be uploaded. The audit service web page interacts with the Archiving Service by accepting audit requests from the archiving service web page as well as direct requests through use of the invoice reference. The audit result is presented in a graphical user interface. The audit web page displays the authenticity information in terms of certificate validation; also, the integrity status of the e-invoice's signature is shown. In addition to this, details of the signing and time-stamping certificates can be listed. Certificate policies, as well as signing and signature validation policies, can be accessed and reviewed by clicking on the provided cross-links. Invoices to which the ETSI signature formats CAdES-A and XAdES-A have been applied, both in single and multiple forms, can be re-validated by the audit service web page.

#### **1.2.15 IBM Supply Chain Business Network-AddOn-eInvoicing Signature Service**

This service is used by suppliers and provides for the digital signing of an invoice(s) where the invoices are digitally signed by the seller using different types of signatures. Signature service includes features for time-stamping signatures under the time-stamping policy set by the Client. The time stamps are added to both CAdES-T/A, XAdES/T/A and PAdES-EPES/LTV, and are designed to comply with the TimeStamp Token format as defined in the RFC3161 standard. The TimeStamp Tokens are, if no additional requirements apply, created by the Time Stamping Authority ("TSA") that is part of the Sovos-Signing™. Supplier service: sign, validate, timestamp, package – support for software-based (in EU terms: advanced) electronic signatures and a variety of hardware-based (in EU terms: qualified) electronic signatures.

#### **1.2.16 IBM Supply Chain Business Network-AddOn-eInvoicing Validation Service**

This service is used by buyers and validates and time stamps digital signatures on signed invoices in accordance with country specific requirements.

#### **1.2.17 IBM Supply Chain Business Network-AddOn-eInvoicing Asynch API for Clearance Countries**

This service provides the real time state tax authority or accredited private sector vendor approval of a signed invoice which must be performed before an invoice is considered issued. This Cloud Service also includes real-time registration of the invoice with the tax authorities.

#### **1.2.18 IBM Supply Chain Business Network-AddOn-Document Conversion Service**

This service converts authorized user's inbound non-electronic documents to a transaction format of the Client's choice. The inbound document types are restricted to purchase order, purchase order acknowledgement, and invoices. Additional document types, to the extent such document types can be processed by the Cloud Service, will be processed pursuant to a Statement of Work or other Transaction Document between the parties. The Cloud Service includes processing of permitted document types up to three pages in length. The converted documents are delivered to the Client via the Cloud Service.

- Client must obtain sufficient entitlements to cover 1000 Documents or more to be processed by the service.
- An exception portal enables an authorized trading partner to access an exception queue, resolve issues with a submitted document, and place the document back into the Cloud Service.

Client must also acquire entitlements to:

- a. IBM Supply Chain Business Network-AddOn-Document Conversion Service Set Up

This service provides a one-time setup service for the creation of business flows and rules for the purpose of exchanging and converting electronic commerce documents.

- b. IBM Supply Chain Business Network-AddOn-Document Conversion Service

This service provides:

- (1) maintenance of the Cloud Service – general upkeep of the web-portal, minor bug fixes and cosmetic changes, web-browser optimization (all supported browsers and most new versions), database search optimization, maintenance or reporting tools and maintenance of servers; and

- (2) image archiving – provides data on the portal which includes incoming documents, captured data, mapped transactions and transaction history of each transaction processes. This may include the error messages encountered and generated reports produced on the web-portal.

#### **1.2.19 IBM Supply Chain Business Network-AddOn-Document Conversion Service Expedited Service**

This service converts authorized user's inbound non-electronic documents to a transaction format of the Client's choice. The inbound document types are restricted to purchase order, purchase order acknowledgement, and invoices. Additional document types, to the extent such document types can be processed by the Cloud Service, will be processed pursuant to a Statement of Work or other Transaction Document between the parties. The Cloud Service includes processing of permitted document types up to three pages in length. The converted documents are delivered to the Client via the Cloud Service in 30 minutes or less.

- Client must obtain sufficient entitlements to cover 1000 Documents or more to be processed by the service.
- An exception portal enables an authorized trading partner to access an exception queue, resolve issues with a submitted document, and place the document back into the Cloud Service.

Client must also acquire entitlements to:

- a. IBM Supply Chain Business Network-AddOn-Labor-Document Conversion Expedited Service- Set Up

This service provides a one-time setup for the expedited service for the creation of business flows and rules for the purpose of exchanging and converting electronic commerce documents.

- b. IBM Supply Chain Business Network-AddOn-Function-Document Conversion Expedited Service

This expedited service provides:

- (1) maintenance of the Cloud Service – general upkeep of the web-portal, minor bug fixes and cosmetic changes, web-browser optimization (all supported browsers and most new versions), database search optimization, maintenance or reporting tools and maintenance of servers; and
- (2) image archiving – provides data on the portal which includes incoming documents, captured data, mapped transactions and transaction history of each transaction processes. This may include the error messages encountered and generated reports produced on the web-portal.

#### **1.2.20 IBM Supply Chain Business Network-AddOn-Document Conversion Service-North America Only Fax Lines**

This service provides an optional North American fax line connection to send fax documents to be processed for the Cloud Services.

#### **1.2.21 IBM Supply Chain Business Network-AddOn-Document Conversion Service-World Wide Fax Lines**

This service provides an optional Worldwide fax line connection to send fax documents to be processed for the Cloud Services.

#### **1.2.22 IBM Supply Chain Business Network-AddOn Document Conversion Service Oversized Document Surcharge Pay Per Use Service**

This service is available on a pay per use basis and provides for a surcharge for the processing of documents greater than three pages.

#### **1.2.23 IBM Supply Chain Business Network-AddOn Document Conversion Service Rejected Document Pay Per Use Service**

This service is available on a pay per use basis and provides for a rejection charge in the event the Cloud Service receives faulty or incomplete documents due to the Client's or trading partner's error.

#### **1.2.24 IBM Supply Chain Business Network-AddOn-Resource-Document Conversion Expedited Service-Oversized Document Surcharge**

This service is available on a pay per use basis and provides a surcharge for the processing of expedited documents greater than three pages.

### **1.2.25 IBM Supply Chain Business Network-AddOn-Resource-Document Conversion Expedited Service-Rejected Document**

This service is available on a pay per use basis and provides a rejection charge in the event the Cloud Service receives faulty or incomplete expedited documents due to the Client's or trading partner's error.

### **1.2.26 IBM Supply Chain Business Network-AddOn-RosettaNet**

This service allows the Client to exchange Documents between Client and Client's trading partner using RNIF 2.0.

### **1.2.27 IBM Supply Chain Business Network-AddOn-Transaction Manager**

IBM Transaction Manager 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"). The Cloud Service includes the following:

- Administrative Site – allows the Client 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.
  - Transaction Manager User Site – enables a Guest User to conduct electronic commerce with Client through an internet connection by allowing them to process electronic forms and to view such electronic commerce documents presented in a user-readable interface viewable through a supported internet browser. The site will also have the option to facilitate electronic catalog data.
  - 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.
- a. For IBM Transaction Manager Supplier Community, the Client must acquire entitlements to:
- (1) IBM Supply Chain Business Network-AddOn-Labor-Transaction Manager Supplier Community-Initial Form Implementation  
This service provides a one-time setup for creation of one form for Transaction Manager Supplier Community Web Portal.
  - (2) IBM Supply Chain Business Network-AddOn-Labor- Transaction Manager Supplier Community-Additional Form Implementation  
This service provides a one-time setup for the creation of additional forms for the Transaction Manager Supplier Community Web Portal. There is also an On-Demand option to add additional forms.
  - (3) IBM Supply Chain Business Network-AddOn-Function- Transaction Manager Supplier Community  
This service provides access for the Client's trading partners to the Transaction Manager Supplier Community Web Portal.
- b. For IBM Transaction Manager Customer Community, the Client must acquire entitlements to:
- (1) IBM Supply Chain Business Network-AddOn-Labor- Transaction Manager Customer Community-Initial Form Implementation  
This service provides a one-time setup for creation of one form for the Transaction Manager Customer Community Web Portal.
  - (2) IBM Supply Chain Business Network-AddOn-Labor-Web Forms Customer Community-Additional Form Implementation  
This service provides a one-time setup for the creation of additional forms for the Web Forms Customer Community Web Portal. There is also an On-Demand option to add additional forms.
- c. IBM Supply Chain Business Network-AddOn-Function- Transaction Manager Customer Community  
This service provides access for the Client's trading partners to the Transaction Manager Customer Community Web Portal.

### 1.2.28 IBM Supply Chain Business Network-AddOn-Catalog Manager

IBM Catalog Manager 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"). The Cloud Service includes the following:

- Administrative Site – allows the Client 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.
  - Catalog Manager User Site – enables a Guest User to conduct electronic commerce with Client through an internet connection by allowing them to process electronic forms and to view such electronic commerce documents presented in a user-readable interface viewable through a supported internet browser. The site will also have the option to facilitate electronic catalog data.
  - 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.
- a. For IBM Catalog Manager for Suppliers Community the Client must acquire entitlements to:
- (1) IBM Supply Chain Business Network-AddOn-Labor-Catalog Manager for Suppliers Community - Initial Form Implementation  
This service provides a one-time setup for creation of one catalog form for Catalog Manager for Suppliers Community Web Portal.
  - (2) IBM Supply Chain Business Network-AddOn-Labor-Catalog Manager for Suppliers Community-Additional Form Implementation  
This service provides a one-time setup for the creation of additional forms for the Catalog Manager for Suppliers Community Web Portal. There is also an On-Demand option to add additional forms.
  - (3) IBM Supply Chain Business Network-AddOn-Function-Catalog Manager for Suppliers Community  
This service provides access for the Client's trading partners to the Catalog Manager for Suppliers Community Web Portal.
- b. For IBM Catalog Manager for Suppliers Catalog the Client must acquire entitlements to:
- (1) IBM Supply Chain Business Network-AddOn-Labor-Catalog Manager for Suppliers-Website  
This service provides maintenance of the Supplier Catalogs and Web Portal.
  - (2) IBM Supply Chain Business Network-AddOn-Function-Catalog Manager for Suppliers – Trading Partner Access  
This service provides access for the Client's trading partners to the Catalog Manager for Suppliers Web Portal.
- c. For IBM Catalog Manager Customer Community, the Client must acquire entitlements to:
- (1) IBM Supply Chain Business Network-AddOn-Labor-Catalog Manager for Customers Community-Initial Form Implementation  
This service provides a one-time setup for the creation of one form the Catalog Manager for Customers Community Web Portal.
  - (2) IBM Supply Chain Business Network-AddOn-Labor-Catalog Manager for Customers Community-Additional Form Implementation  
This service provides a one-time setup for the creation of additional forms for the Catalog Manager for Customers Community Web Portal. There is also an On-Demand option to add additional forms.
  - (3) IBM Supply Chain Business Network-AddOn-Function-Catalog Manager for Customers Community  
This service provides access for the Client's trading partners to the Catalog Manager for Customers Community Web Portal.
- d. For IBM Catalog Manager for Customers Catalog the Client must acquire entitlements to:
- (1) IBM Supply Chain Business Network-AddOn-Labor-Catalog Manager for Customers-Website

This service provides a one-time setup for creation of the one catalog for the Catalog Manager for Customers Web Portal.

- (2) **IBM Supply Chain Business Network-AddOn-Labor-Catalog Manager for Customers – Additional Catalog Implementation**

This service provides a one-time setup for the creation of additional catalogs for the Catalog Manager for Customers Web Portal. There is also an On-Demand option to add additional catalogs.

- (3) **IBM Supply Chain Business Network-AddOn-Function-Catalog Manager for Customers-WebSite**

This service provides maintenance of the Customer Catalogs and Web Portal.

- (4) **IBM Supply Chain Business Network-AddOn-Function-Catalog Manager for Customers-Trading Partner Access**

This service provides access for the Client's trading partners to the Catalog Manager for Customers Web Portal.

### **1.3 Acceleration Services**

The following optional services are available with entitlements to IBM Supply Chain Business Network-Standard or Premium Editions:

#### **1.3.1 IBM Supply Chain Business Network-AddOn-Additional Connect:Direct Setup**

This remotely delivered service is available on a pay per use basis and provides configuration of Connect:Direct within the Cloud Service for use with the Client's Connect:Direct instance.

#### **1.3.2 IBM Supply Chain Business Network-AddOn-Trading Partner Direct Connection Setup Remotely Delivered Service**

This service provides configuration service for a trading partner as a direct connection through a supported protocol.

#### **1.3.3 IBM Supply Chain Business Network-AddOn-Co-managed VPN Setup-Connection Remotely Delivered Service**

This service provides a configuration service to connect to the Cloud Service through the Client's VPN connection. Not available in all regions.

#### **1.3.4 IBM Supply Chain Business Network-AddOn-Trading Partner Capability Survey Remotely Delivered Service**

This service consists of IBM surveying the Client's trading partners to determine their technical capabilities.

#### **1.3.5 IBM Supply Chain Business Network-AddOn-Connect:Direct Setup Remotely Delivered Service**

This service consists of configuring Connect:Direct within the Cloud Service for use with the Client's Connect:Direct instance.

#### **1.3.6 IBM Supply Chain Business Network-AddOn-RosettaNet Trade Partner Relationship Configuration-PIP Remotely Delivered Service**

This service consists of configuring a new trading partner for the Client to communicate through RosettaNet.

#### **1.3.7 IBM Supply Chain Business Network-AddOn-Labor-RosettaNet Configuration-PIP Remotely Delivered Service**

This service provides configuration for a RosettaNet connection to allow the Client to transact with Client's trading partner.

Client must acquire the following implementation services when entitlements to IBM Transaction Manager services are acquired:

#### **1.3.8 IBM Transaction Manager – Initial Form Implementation**

Client must purchase this one-time setup service for the creation of an electronic form for the purpose of exchanging electronic commerce documents.



### 1.3.9 IBM Transaction Manager – Initial Catalog Implementation

Client must purchase this one-time setup service for the creation of a site for the purpose of facilitating electronic catalog data.

Client must acquire the following implementation services when entitlements to IBM Catalog Manager services are acquired:

### 1.3.10 IBM Catalog Manager – Initial Form Implementation

Client must purchase this one-time setup service for the creation of an electronic form for the purpose of exchanging electronic commerce documents.

### 1.3.11 IBM Catalog Manager – Initial Catalog Implementation

Client must purchase this one-time setup service for the creation of a site for the purpose of facilitating electronic catalog data.

## 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.

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

#### Supply Chain Business Network Essentials Edition

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=38BF2400B93711E7A5A50513C295686A>

#### Supply Chain Business Network Standard & Premium Editions

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=B826DED0BA7311E7A5A50513C295686A>

#### E-Invoicing

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=3F29C300B93B11E7A5A50513C295686A>

#### Document Conversion Service

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=190B8B20B93D11E7A5A50513C295686A>

#### IBM Transaction Manager

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=359CF510B93A11E7A5A50513C295686A>

#### IBM Catalog Manager

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=359CF510B93A11E7A5A50513C295686A>

#### IBM Digital Analytics

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413338838241>

#### IBM Sterling B2B Services Reporting & Analytics

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413347832516>

#### IBM Supply Chain Business Network RosettaNet AddOn

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=DEF29410FFE611E78A3D89071F4CC7B0>

## IBM Watson Customer Experience Analytics

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=76AC34D029B711E6806270B0E0408E84>

### 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](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.

##### 3.1.1 Total Throughput of the Cloud Service during a contracted month

There are two Total Throughput Service Levels. The first is based on Total Throughput of 30 minutes for 98% of the Documents, and the second is based on Total Throughput of 60 minutes for 100% of the Documents. The Throughput Credits for these Total Throughput Service Levels are not cumulative; Client is eligible to receive a Throughput Credit for one or the other Total Throughput Service Levels, but not both.

The first Achieved Total Throughput Service Level is calculated as (1) the total number of Documents meeting a Total Throughput of 30 minutes divided by (2) the total number of Documents subject to Total Throughput, with the resulting fraction expressed as a percentage.

Achieved total Throughput during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 98%	2%
Less than 97%	5%
Less than 95%	10%

The second Achieved Total Throughput Service Level is calculated as (1) the total number of Documents meeting a Total Throughput of 60 minutes divided by (2) the total number of Documents subject to Total Throughput, with the resulting fraction expressed as a percentage.

Achieved total Throughput during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 100%	2%
Less than 98%	5%
Less than 95%	10%

##### 3.1.2 Definitions

- **Throughput Credit** – means the remedy IBM will provide for a validated Claim. The Throughput Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the Service.

- **Total Throughput** – means the elapsed period of time during which IBM receives a Document from a Client's Mailbox and IBM sends the Document to a designated Partner's Mailbox that is within the IBM Network. Total Throughput is applicable to the Service.

### Customer Service Response Time during a contracted month

The following table summarizes the technical support Service Levels for this Cloud Service.

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

Customer Service Response Time Service Levels during a contracted month	Compensation (% of monthly subscription fee for contracted month that is the subject of a claim)
Less than 95%	2%
Less than 90%	5%

The "Customer Service Response Time Service Level" percentage is calculated as: the total number of days during which all response times are met for all support tickets in a Contracted Month, divided by 30 days, with the resulting fraction expressed as a percentage. Note that the Customer Service Response Time Service Level will always be calculated based on a 30-day month, regardless of the number of days in a Contracted Month.

#### 3.1.3 Exclusions

IBM Supply Chain Business Network -AddOn-Document Conversion Cloud Service and IBM Supply Chain Business Network-AddOn-Document Conversion Expedited Cloud Service is excluded from the SLA.

If Client is claiming an availability credit, they may not file a claim for a throughput SLA credit.

The total compensation available across all SLA's with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

### 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:

- Active Entity is a unique identifier for each entity that interacts with the Cloud Services. For the purpose of this Cloud Service, an Entity ID is a trading partner represented by a unique ID.

- Connection is a link or association of a database, application, server, or any other type of device which have been or are made available to the Cloud Services.
- Document is a finite volume of data that is enveloped within a document header and trailer record that marks its beginning and end or any electronic representation of a physical document processed by the Cloud Services. For the purpose of this Cloud Service, the typical average document size is 3-5 Kilo Characters; IBM reserves the right to assess additional data processing fees if Client's documents exceed reasonable ranges.
- Engagement is a professional or training service related to the Cloud Services.
- Entity ID is a unique identifier for any entity identified within the Cloud Services.
- Instance is each access to specific configuration of the Cloud Services.
- Kilo Character is one thousand bytes processed by the Cloud Services.
- Server Call is data passed to and processed by Cloud Services due to a tagged event initiated by a tracked visitor.

#### 4.2 Remote Services Charges

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

#### 4.3 IBM Transaction Manager Monthly Minimum Fee

The IBM Transaction Manager Cloud Service is subject to a minimum monthly subscription fee as described in the Transaction Document.

#### 4.4 IBM Catalog Manager Monthly Minimum Fee

The IBM Catalog Manager Cloud Service is subject to a minimum monthly subscription fee as described in the Transaction Document.

### 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 Enabling Software

Enabling Software is provided to Client under the following terms:

Enabling Software	Applicable License Terms (if any)
<ul style="list-style-type: none"> <li>• IBM Sterling Connect:Direct Standard Edition</li> <li>• IBM Sterling Connect:Direct Standard Edition for Non-Production Environment</li> <li>• IBM Sterling Connect:Direct Premium Edition</li> <li>• IBM Sterling Connect:Direct Premium Edition for Non-Production Environment</li> </ul>	<a href="http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/4AEB962BBB7F71EB85257D9000786C0F?OpenDocument">http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/4AEB962BBB7F71EB85257D9000786C0F?OpenDocument</a>

#### 5.2 Exclusions

Instances of customized scripts that perform custom processing of the data prior to translation (inbound or outbound) are not documented or included as part of the Cloud Service.

IBM will not be responsible for:

- Client's or any third party's equipment or software errors or failures;
- any failure by Client or a third party to act on any communication transmitted to (or by) Client;
- the creditworthiness or performance of any of Client's trading partners;
- data improperly transmitted by Client or Client's trading partner;
- Interconnect Services (or any errors in or failures of the Interconnect Services) to the extent caused by Client's Interconnect Provider, Client, or Client's trading partners, or any force majeure events; or
- providing any reverse migration services if IBM has terminated any portion of the Cloud Service or Agreement.

### **5.3 Pan European Public Procurement Online (Peppol)**

The Cloud Service provides a Peppol Access Point and Service Metadata Provider (SMP) which enables users of the Peppol eDelivery network to interoperate using a set of common business processes and technical standards.

The IBM access point available via the Cloud Service provides connectivity to the Peppol eDelivery network for Clients who have enabled the Cloud Service for Peppol. The IBM access point was established pursuant to the OpenPeppol Transport Infrastructure Agreement (TIA) located at <http://peppol.eu/>. Contact information for OpenPeppol representatives responsible for the access point program is located on the OpenPeppol website.

Client acknowledges and agrees that IBM's ability to provide certain features, including without limitation serving as a Peppol Access Point, is subject to agreements with third parties. To the extent such third party alters, suspends or terminates IBM's right to provide such feature, IBM may immediately alter the feature to conform with third party instructions, or cease providing such feature as part of the Cloud Service.

### **5.4 Guest User**

A Guest User is someone whom Client has authorized to access the Cloud Service to exchange data with Client or to use the Cloud Service on Client's behalf. 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 Guest Users, 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.

### **5.5 Interoperability Services**

IBM may transfer or store the data outside of the country where Client or its partners are located solely for the purposes of providing the Cloud Service or as required by applicable law or legal process. EXCEPT AS SET FORTH IN A SEPARATE AGREEMENT BETWEEN CLIENT AND AN INTERCONNECT PROVIDER, IN NO EVENT WILL ANY INTERCONNECT PROVIDER HAVE ANY LIABILITY TO CLIENT IN CONNECTION WITH THE PROVISION OF THE CLOUD SERVICE.

### **5.6 IBM Transaction Manager Setup**

Client will, at no charge to IBM, provide access to Client's systems, information, personnel and resources and assist IBM as required to set up the Cloud Service.

### **5.7 IBM Catalog Manager Setup**

Client will, at no charge to IBM, provide access to Client's systems, information, personnel and resources and assist IBM as required to set up the Cloud Service.

### **5.8 e-Invoicing via Sovos**

#### **5.8.1 Data Processing**

For transactions performed in all EU Member States, Iceland, Liechtenstein, Norway and Switzerland, the following terms apply:

Client agrees that IBM and Sovos and its partners may process content including any personal data (as that term is defined in the EU Directive 95/46/EC) across a country border to the following countries: Australia, Brazil, Canada, Chile, Costa Rica, France, Germany, India, Ireland, Mexico, Netherlands, Russia, Sweden, Turkey, the United Kingdom and the United States. Client agrees that IBM may, on notice, vary this list of country locations when it reasonably determines it necessary for the provision of the Cloud Service.

With respect to a transfer of European Economic Area or Swiss personal data, the parties or their relevant affiliates may enter into separate standard unmodified EU Model Clause agreements in their corresponding roles pursuant to EC Decision 2010/87/EU with optional clauses removed. All disputes or liability arising under these agreements, even if entered into by affiliates, will be treated by the parties as if the dispute or liability arose between them under the terms of this Agreement.

#### **5.8.2 Authorization**

Client hereby authorizes IBM, its third party vendor, Sovos AB, or other third party vendors with which IBM may contract to provide all or a portion of the Cloud Service (collectively "Processors"), to issue

invoices "in name and on behalf of" as described in this subsection titled "Authorization," (where the laws of Italy govern the Cloud Service, all references to "in name and on behalf of" shall be read as "on behalf of"). This unilateral authorization is made solely for tax compliance purposes. Processors are not parties to this Agreement. This subsection does not address or affect rights and obligations concerning commercial or liability aspects of the Cloud Service provided to Client. This subsection does not create rights or obligations in relation to processes and controls to be performed by Client under applicable tax laws other than those explicitly mentioned herein. Unless explicitly stated herein, this subsection does not authorize a Processor to act in the name and on behalf of Client. Specifically, Client hereby authorizes Processors to do the following:

- a. Processors will receive Client's invoice data not yet constituting an original invoice from IBM and subsequently apply an electronic signature to the data to issue electronic invoices "in the name and on behalf of" Client. Client explicitly acknowledges and agrees that Processor will apply such electronic signatures with private keys corresponding to certificates issued by third party certification service providers to Processor. Further, Client agrees that IBM may add language specifying this relationship to Client's invoices.
- b. Processors will validate the electronic signatures on the electronic invoices where Client technically requests for electronic signature validation. When Client acts as a supplier of goods or services for tax purposes, the validation process consists of obtaining revocation status information from the issuing certification authority. The revocation status information is sent or otherwise made available to the buyer in the transaction in the agreed format together with the electronic invoice. When Client acts as a buyer of goods or services for tax purposes, the validation process will in addition include a cryptographic check of the electronic signature.

This subsection titled "Authorization" is intended to meet all requirements, under applicable law regulating electronic invoicing, concerning agreements between invoicing parties and third parties not party to the underlying sales transaction, in particular as regards the issue of electronic invoices "in the name and on behalf of" parties legally obligated to issue an invoice. Such requirements include the requirements for a "mandate" (Fr: "mandat") under French law, as well as equivalent concepts in other laws. If necessary to meet the requirements of applicable law, Client agrees to sign additional documentation, such as an agreement or mandate from a Processor authorizing the Processor to issue electronic invoices "in name and on behalf of" Client. This subsection also is intended to meet all requirements, under applicable law regulating electronic invoicing, in relation to the outsourced validation of electronic signatures and the outbound issuance of invoices. In this regard, Client acknowledges and agrees that:

- c. Client remains fully responsible towards competent tax authorities for the invoice and its VAT and other tax implications. Among other things, Client remains fully responsible for, where relevant, reporting and paying VAT and other applicable taxes as though the invoice were issued or, as appropriate, received directly by Client.
- d. Client agrees to inform IBM of any changes in information pertaining to Client that might be relevant to the validity of this subsection or to the correct issuance of Client's e-Invoices by Processors hereunder.
- e. Client agrees to take all the necessary measures to ensure that its e-Invoicing processes, as well as those of relevant Client agents and service providers, that are not the subject of this subsection, fulfill all applicable legal requirements. In particular, Client agrees to ensure, prior to the use of Cloud Service, to have in place enforceable agreements with relevant Partners where agreements are required under applicable law. Client is responsible for ensuring that Partners are valid legal entities who meet all requirements of the taxing authorities in the applicable jurisdiction, and are authorized to do business in the applicable jurisdiction.
- f. Client will not submit invoice data to IBM that under applicable law may not be used by a third party for issuing invoices "in the name and on behalf of" suppliers when Client acts as a supplier in the transaction.
- g. Client will inform IBM, within 48 hours (unless a lesser period is required by applicable law) of providing invoice data to IBM, if Client has not yet received its copy of the original signed invoice issued in its name and on its behalf, or has not yet been granted on-line access to the same.
- h. Client will inform IBM within 48 hours (unless a lesser period is required by applicable law) of receiving the invoice, issued in its name and on its behalf by Processor, of apparent errors in the e-Invoice. If Client has not within the time limit identified an error in the invoice, the invoice will be deemed to have been validly issued. Where possible under applicable law, Client agrees not to

challenge the valid issuance of an invoice if it is deemed to be correct in accordance with the foregoing.

In the event that Client or tax authorities qualify an invoice issued under this subsection as "self-billing", Client acknowledges and agrees that all the stipulations under this paragraph b of this subsection apply equally to the self-billing relationship. Further, the Client as the supplier in the applicable transaction will conform to any other specific applicable legal requirements for self-billing under the applicable law.

### **5.8.3 Subcontractors**

Client acknowledges and agrees that Sovos may provide the Cloud Services through subsidiaries, affiliates, and subcontractors, without notice to, or approval of, Client.

### **5.8.4 Regulatory Changes**

All or parts of the Cloud Services provided for Clearance Territories depend on the availability, performance and change management of State agents or State-regulated third parties. To the extent that such Cloud Services are interrupted or rendered impossible to provide by changes within the mandatory service provision required by such State agents or State-regulated third parties, or within the legal framework regulating such entities, IBM may immediately terminate the provision of such Cloud Services upon written notice to Client, without liability to Client, and Client shall pay for the Cloud Services provided through the date of termination.

### **5.8.5 Client Responsibilities**

#### **a. General End User Requirements**

- (1) The Client must provide IBM with the correct end user's country of establishment.
- (2) Notify IBM of lost and compromised end user passwords.
- (3) Appoint a person responsible for electronic storage, when this is required by law.
- (4) Client further acknowledges and agrees that end users remain responsible for managing the exceptions to the rules otherwise applicable to the electronic archiving of invoices.

#### **b. Post Audit Territories**

- (1) Client represents that the data sent to the Cloud Service is legitimate production business data prepared by Client or its trading partners for purposes of being issued, stored and/or audited as electronic invoices.
- (2) Client shall only send ISO 3166 (two letter) country codes corresponding to the Territories as listed in the documentation for the Cloud Service. Client is responsible for the correctness of these country codes, and neither IBM nor Sovos verify the accuracy of the country code as part of the Cloud service.
- (3) Client is responsible for ensuring the data sent to the Cloud Service is appropriately formatted and contains the information required for the performance of the Cloud Service in accordance with the Cloud Service documentation. If the data is not properly formatted or does not include complete information, the data will be rejected and returned to Client for correction.
- (4) Client is responsible for the following aspects of the Cloud Service:
  - (a) VAT completeness and correctness of the content of invoices or other business data, as appropriate;
  - (b) requirements related to invoice data in accounting systems, including reporting, presentation, audit, analysis etc. requirements;
  - (c) the determination of applicable VAT jurisdictions for invoices;
  - (d) the determination of the country of a Client's establishment;
  - (e) any authorizations from, or notifications of, relevant authorities that may be required;
  - (f) business processes such as corrective invoices and credit notes;
  - (g) specific requirements around self-billing and other non-direct invoicing processes; and
  - (h) where tax-relevant services are provided on behalf of another legal entity: the latter legal entity's enforceable authorization for such service provision.

#### **c. Compliance Territories**

- (1) Client is responsible for guaranteeing the security and integrity of the signing keys prior to and during handover, as well as documenting the authorization for handover.
- (2) Client is responsible for monitoring the expiration dates of certificates that have been uploaded to the Service and to renew and replace certificates in a timely manner.
- (3) Client represents that it owns the relevant private keys and certificates and will provide correct information to IBM for use by the Cloud Service so that the Cloud Service associates the right key and certificate to an invoice issuing legal entity.
- (4) Client will maintain documentation evidencing the connection between the invoice source and the key.
- (5) For commercial invoices in Turkey, Client shall not attempt to retrieve the buyer's response more than seven times in a 168 hour period.
- (6) Client will appoint a person to be responsible for the storage of electronic invoices, when required by law, and is responsible for managing exceptions to rules applicable to electronic archiving of invoices as set forth in the documentation for the Cloud Service.

d. Client Resources

Client Resources which are required by IBM to connect to the Cloud Service, including without limitation, sufficient access to Client's systems, information, personnel and resources, and performance are Client's responsibilities.

e. Off-boarding Services

If any portion of the Agreement is terminated or expires, any off-boarding services IBM will provide will be set forth in a statement of work that will be governed by a separate professional services agreement between IBM and Client.