

## Service Description

### IBM Inventory Visibility

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

##### 1.1 IBM Inventory Visibility – Base

Inventory Visibility is a standalone, cloud service offering. Inventory Visibility collects inventory levels across various selling channels to provide a comprehensive view of real-time current and future inventory information for efficient utilization and promising. It aggregates inventory from internal and external source locations, depicting current supplies, in-transit quantities, and current demand. Inventory Visibility can integrate with IBM Order Management, or other order management systems, as well as financial, tax, payment, and other inventory-related systems.

Inventory Visibility supports a variety of transactions that interact with the Cloud Service prior to reaching completed (terminal) state, including but not limited to sales orders, purchase orders, transfer orders, schedules, plans, returns, reservations, shipments, and receipts. Each such transaction will be considered an Order used to determine the number of Order Line entitlements required for the Cloud Service. Transactions relating to inventory status that are managed or processed by the Cloud Service but that reach completed (terminal) state without any prior interaction with the Cloud Service (e.g., cash and carry point of sale transactions) will not be used to determine the number of Order Line entitlements required for the Cloud Service.

The subscription fees for this Cloud Service includes the following resources and services:

- One (1) Production Environment
- One (1) Test Environment
- Up to three (3) months of set-up activities prior to Production Readiness as detailed in the Setup Services section below.
- Disaster Recovery
  - Forty eight (48) hours recovery time objective (RTO) and twenty four (24) hours recovery point objective (RPO).

In this Service Description, the following terms have the following meanings:

**Client Extensions** – means Content created by or for Client that are code additions or process extensions to the Cloud Service that personalize the Cloud Service to the Client's specific needs. Client Extensions are the responsibility of the Client.

**Production Environment** – is the final resting point for all "Run" software in the Cloud Service and comprises the Cloud Service application, systems, and supporting systems infrastructure that Client and its end users access and use on an operational basis to execute its business processes and transactions.

**Test Environment** – is a computing environment that provides a single, functionally equivalent instance of production and the supporting infrastructure used typically for quality assurance, performance, and final testing of the Cloud Service, including the Cloud Service application and any Client Extensions. A Test Environment typically only has stable code streams deployed in preparation for the final promotion to other environments.

##### 1.2 Additional Services

###### 1.2.1 IBM Inventory Visibility – AddOn – Test Environment

Provides one (1) additional Test Environment.

###### 1.2.2 IBM Inventory Visibility – AddOn – Time Objective

Provides an improvement to recovery objectives included with the Inventory Visibility – Base service with four (4) hours disaster recovery time objective and two (2) hours disaster recovery point objective.

### **1.2.3 IBM Inventory Visibility – AddOn – Time Zone Support**

Enables support for non-severity 1 in an additional second or third, time zone.

## **1.3 Pay Per Use Services**

### **1.3.1 IBM Inventory Visibility – AddOn – Peak Hourly Burst Capability**

To accommodate calendar months where the number of peak Order Lines per hour supported in the Cloud Service exceed the maximum peak Order Lines entitled, Client may increase the bursting capabilities from the standard that is specified in the Offering Standards section below. The bursting capability may be increased in increments of 1000 Order Lines per hour and will be charged on a pay per use basis. Client will be charged for this capability during the months in which they have requested the expanded processing capacity and only for as long as the capability remains available for Client's use. This service must be ordered at least 60 days in advance of the month(s) when the expected burst will occur.

## **1.4 Setup Services**

### **1.4.1 IBM Inventory Visibility – AddOn – Production Readiness Extension**

IBM will provide a period of time, to perform set-up activities to prepare the Cloud Service for Production Readiness. A subscription for IBM Inventory Visibility includes a set-up period of up to three (3) months. The set-up activities comprise:

- a. onboarding to the Cloud Service environments;
- b. establishment of network connectivity and inter-connections with Client's backend systems; and
- c. preparing the Production Environment to enable the Client to complete the initial deployment of the Client Extensions.

"Production Readiness" occurs when the following criteria are met: (1) The set-up activities are complete; and (2) the Client has completed the initial deployment of the Client Extensions onto the Production Environment.

Cloud Service subscription fees, as identified in the Transaction Document, commence at Production Readiness.

Should set-up activities, for reasons outside of IBM's control, take longer than the applicable set-up period, Client will be charged for an IBM Inventory Visibility – AddOn – Production Readiness Extension for each additional month. Set-up activities do not include implementation services, which will be handled under a separate services agreement.

## **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=B8EE76103F1811E7BE8E09C6CE305F89>

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.

### 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 3 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.

#### 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 phone, 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](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:

- Hundred Thousand Order Lines is a unit of measure by which the Cloud Service can be obtained. An Order means any document type defined in the Cloud Service. Order Lines are the line items on an Order. Sufficient entitlements must be obtained to cover the total number of Order Lines managed or processed by the Cloud Service, rounded up to the nearest one Hundred Thousand, during the measurement period specified in Client's PoE or Transaction Document.
- Thousand Order Lines is a unit of measure by which the Cloud Service can be obtained. An Order means any document type defined in the Cloud Service. Order Lines are the line items on an Order.

Sufficient entitlements must be obtained to cover the total number of Order Lines managed or processed by the Cloud Service, rounded up to the nearest one Thousand, during the measurement period specified in Client's PoE or Transaction Document.

- Instance is a unit of measure by which the Cloud Service can be obtained. An Instance is access to a specific configuration of the Cloud Service. Sufficient entitlements must be obtained for each Instance of the Cloud Service made available to access and use during the measurement period specified in Client's PoE or Transaction Document.

## **5.2 Set-Up Charges**

A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

## **5.3 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.

## **5.4 Pay per Use Charges**

A pay per use charge will be billed at the rate specified in the Transaction Document in the month following such use.

## **5.5 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.

## **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. Renewals are subject to an annual price increase as specified in a quote. In the event the automatic renewal is after receipt of an IBM notice of a withdrawal of the Cloud Service, the renewal term will end the earlier of the end of the current renewal term or the announced withdrawal date.

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 failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

### **7.2 Offering Standards**

This section describes the offering standards that describe certain functional and technical limits and parameters of each Edition subscription ("Offering Standards"). Unless otherwise agreed in writing between IBM and Client, Client's use of the Cloud Service and any implementation or configuration of the Cloud Service and any Client Extensions are subject to the limits and parameters described in the below Offering Standards. Usage beyond the limits and parameters below requires written agreement of IBM

and may result in additional charges for the Cloud Service in addition to any charges for associated implementation or customization services.

The peak Order Lines per hour supported by the Cloud Service increases as the number of subscribed annual Hundred Thousand Order Lines increases. If the Client requires an increase in the peak Order Lines per hour on a temporary or permanent basis, then the Peak Hourly Burst Capability add-on must be ordered. If this number is exceeded the performance of the Cloud Service may degrade and the SLA no longer applies. Additional capacity can be acquired through purchase of the Peak Hourly Burst Capability add-on.

This table indicates the peak Order Lines per hour supported for the number of Hundred Thousand Order Line entitlement units subscribed:

<b>Hundred Thousand Order Line Units Subscribed</b>	<b>Peak Order Lines per Hour</b>
1	500
2 to 5	2,500
6 to 10	5,000
11 to 17	6,000
18 to 25	9,000
26 to 37	10,000
38 to 50	18,000
51 to 75	20,000
76 to 100	24,000
101 to 125	30,000
126 to 250	40,000
251 to 275	50,000
276 to 500	60,000
501 to 750	70,000
751 to 1,000	80,000
1,001 to 1,250	120,000
1,251 to 2,500	155,000
2,501 to 3,750	260,000
3,751 to 5,000	360,000
5,001 to 7,500	500,000
7,501 to 10,000	800,000
10,001 and above	To be determined by IBM based on actual requirements

For example: A Client who has subscribed to 42 Hundred Thousand Order Lines units can have a Peak Order Lines Per Hour of 18,000 lines. Subscription to the Peak Hourly Lines Capability add-on allows the Client to increase their capacity by a thousand Order Lines in any hour per Thousand Order Lines entitlement. Multiple additional units can be purchased to increase the capacity by multiples of 1,000 order lines per hour.