

## Service Description

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### IBM Food Trust

Upon acceptance of Client's order, this Service Description applies to the Cloud Service. The applicable quotation and other order documents provide details about your order. This Service Description and the associated order documents are the Transaction Documents.

#### 1. Cloud Service

The IBM Food Trust Cloud Service is a set of modules providing traceability and other services to improve transparency and efficiency in the food supply chain.

##### 1.1 IBM Food Trust Data Entry & Access

This Cloud Service module provides the ability to upload, manage, access, and review data elements such as event data, transaction data, master data and certificate data. It is available as a free stand-alone Cloud Service as well included with the Cloud Service offerings as described below.

##### 1.2 IBM Food Trust Trace

This Cloud Service module provides instant access to traceability data to verify history, location and status in the supply chain. It includes capabilities for conducting trace-backs of products through the supply chain. Purchase of this module includes automatic access to the Data Entry & Access service.

This Cloud Service is available as follows:

- **IBM Food Trust Trace Small Business**  
Clients whose revenue is under \$50 million per year.
- **IBM Food Trust Trace Medium Business**  
Clients whose revenue is between \$50 million – \$1 billion per year.
- **IBM Food Trust Trace Large Enterprise**  
Clients whose revenue is greater than \$1 billion.

##### 1.3 IBM Food Trust Certifications

This Cloud Service module provides the ability to upload, manage, access, edit and share compliance documentation, test results and audit certificates. It includes capabilities for certificate version control, authenticity verification and sharing certificates in real time across all permissioned entities. Purchase of this module includes automatic access to the Data Entry & Access service.

This Cloud Service is available as follows:

- **IBM Food Trust Certifications Small Business**  
Clients whose revenue is under \$50 million per year.
- **IBM Food Trust Certifications Medium Business**  
Clients whose revenue is between \$50 million – \$1 billion per year.
- **IBM Food Trust Certifications Large Enterprise**  
Clients whose revenue is greater than \$1 billion.

##### 1.4 IBM Food Trust Standard Support

This service provides Client with access to standard technical support for the Cloud Service via phone, client portal and chat. Details for technical support information may be found in the IBM software as a service support guide.

#### 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=469F1880942211E7A1A213628837956C>

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. Technical Support**

Technical support for the Cloud Service is provided via phone and client portal. 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 not offered with the Cloud Service, but may be subscribed to as described above.

### **4. Entitlement and Billing Information**

#### **4.1 Charge Metrics**

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

#### **4.2 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. 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 Transaction Document. The Transaction Document 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 30 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the Transaction Document. 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 30 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 30 day period.

### **6. Governance Model**

The Governance Model is the set of rules defined to protect the rights of the ecosystem participants. The ecosystem participants consist of Clients, users, and partners who have access to one or multiple modules of the Cloud Service.

## **6.1 Ownership**

Data is owned by the company or individual that owns the data prior to it being uploaded to IBM Food Trust. Data uploaded by a third party, on behalf of a company/individual, is owned by the original owner. Insights generated by permissioned data (see Section 6.2 Data Permissioning) are the property of the company that creates the insight but may not be shared outside of the permissioned company or sold.

## **6.2 Data Permissioning**

Permissioning of data is determined solely by the owner of the data. Data that has been permissioned can be used, but not sold or shared by the permissioned company. Any third-party modules may use data as long as they are permissioned by the data owner and share data as contractually agreed between the data owner and third-party provider.

## **6.3 Membership & Termination**

Membership can be refused or revoked for any legally-valid reason, including but not limited to: history of fraud, inability to tie entity to a 'real' entity, complaints from other solution members, knowingly uploading fraudulent data to IBM Food Trust, or any illegal activity.

To protect operations of ecosystem participants, entities who knowingly perform incorrect or fraudulent transactions will be removed from the network immediately with no right of refund or credit. Entities leaving (voluntarily or involuntarily) the Cloud Service, will retain data ownership rights for their data, but have no ongoing rights to access data or insights residing within the Cloud Service or to change the permissioning as of the last date of membership.

Upon termination of the Cloud Service, any data on the blockchain will remain on the blockchain for the duration of that portion of the blockchain's existence. Permissions for such data will remain in effect per the data owner's final settings prior to termination.

## **6.4 Governance Model Changes and Communication**

IBM retains the rights to change the Governance Model and will notify users about the change. A given entity must agree to any new governance standards within seven business days. Use after expiration of the time period will be deemed as acceptance. In order to encourage optimal participation in the ecosystem, IBM will consider any user requested changes to the Governance Model but is under no responsibility to agree to requested changes.

## **7. Additional Terms**

### **7.1 General**

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 Enforcement**

The IBM Food Trust solution is not responsible for enforcing fulfillment of transactions between IBM Food Trust members. All participants are responsible for following through on commitments that they have made; failure to do so may result in removal from the solution.