

## Service Description

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### IBM Watson Commerce Professional Services

Upon acceptance of Client's order, this Service Description applies to the Acceleration Services to support your Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

#### 1. Acceleration Service

IBM Account Director Commerce Services offers strategic and tactical consulting focused on the practical application of existing Commerce solutions in relationship to both existing and planned solution portfolios; taking into consideration overall business goals and objectives, and operational processes and company structures.

The Account Director Commerce Services described in the sections below each include the following common services, delivered within the stated time period and maximum hourly commitment applicable to each offering:

- A kickoff meeting at the onset of the engagement to perform an active discovery session allowing IBM to learn more about Client's business model and expose opportunities for improved commerce performance that will help drive the strategic roadmap. The kickoff meeting will be performed onsite with the exception of the Six Month Services which will be delivered remotely.
- A Strategic Roadmap designed to identify opportune engagements that support Client's strategic needs and tactical opportunities. Projects are prioritized via the Strategic Roadmap and scheduled on a quarterly basis, taking into account short-term opportunities, overall business impact, dependencies and prerequisites, budget and project duration. The Roadmap will be updated on a weekly/monthly basis to reflect current project status and prioritization. This is a remotely delivered service.
- Weekly active strategic consultation and direction to Client in support of short and long-term goals and business objectives, as well as weekly status meetings, in support of roadmap initiatives. These hours are made available on a weekly basis. This is a remotely delivered service.
- Scheduled strategic one day meetings to review Client's industry, commerce opportunities, and key business objectives or changes in business dynamics, focusing on planning and strategy necessary to prioritize the opportunities that will most heavily impact Client's success, and establish a working plan moving forward. The strategic one-day meetings will be performed onsite with the exception of the Six Month Services which will be delivered remotely.

IBM Account Director Commerce Services may only be used in conjunction with the following IBM Cloud Service offerings:

- IBM WebSphere Commerce Managed Hosted
- IBM Digital Commerce including IBM Watson Commerce Insights, IBM Dynamic Pricing, and IBM CPQ
- IBM Watson Content Hub
- IBM Digital Experience on Cloud
- IBM Order Management including IBM Inventory Visibility, IBM Store Engagement, IBM Call Center, and IBM Watson Order Optimizer

The stated cumulative maximum number of consulting hours specified for each offering are maximums only, and any remaining unused hours at the end of the applicable service term expire and are forfeited.

#### 1.1 Services

The Client may select from the following available services.

##### 1.1.1 IBM Account Director Commerce Light Annual Services

IBM Account Director Commerce Light Annual Services provides the services outlined in the above IBM Account Director Commerce Services in a one (1) year engagement with a cumulative maximum of 250 consulting hours.

### **1.1.2 IBM Account Director Commerce Six Month Services**

IBM Account Director Commerce Six Month Services provides the services outlined in the above IBM Account Director Commerce Services in one six (6) month engagement with a cumulative maximum of 250 consulting hours. The Six Month Services engagement is a remotely delivered service.

### **1.1.3 IBM Account Director Commerce Annual Services**

IBM Account Director Commerce Annual Services provides the services outlined in the above IBM Account Director Commerce Services in a one (1) year engagement with a cumulative maximum of 500 consulting hours.

### **1.1.4 IBM Account Director Commerce Consulting Services**

IBM Account Director Commerce Consulting Services provides the services outlined in the above IBM Account Director Commerce Services in a one (1) year engagement with a cumulative maximum of 840 consulting hours.

## **2. Data Processing and Protection Data Sheets**

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Sheet(s) apply and prevail over 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 Data Sheet(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. Data Sheets 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. For the purpose of the DPA, these Data Sheet(s) will also serve as the DPA Exhibit(s).

<http://www.ibm.com/software/sla/sladb.nsf/sla/sd-dpa-labor>

## **3. Service Levels and Technical Support**

No Service Level Agreement or Technical Support is available for this Service Description.

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

### **4.1 Charge Metrics**

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

- Engagement is a professional or training service related to the Cloud Services.

### **4.2 Remote Services Charges**

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

## **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 Materials**

Materials created by IBM in the performance of these offerings and delivered to Client (excluding any preexisting works on which those materials may be based) are works made for hire, to the extent permitted under applicable law, and are owned by Client. Client grants to IBM an irrevocable, perpetual, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on those materials.

### **5.2 Onsite Services**

If the Service is performed at an IBM facility, Client understands and acknowledges that IBM is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for the delivery of the Service.

If the Service is performed at Client's location, IBM's performance is dependent upon Client's management and fulfillment of its responsibilities as specified below, at no charge to IBM. Any delay in performance of these responsibilities may impact IBM's ability to complete the Service. Each applicable onsite day will consist of up to eight working hours and will be conducted at Client's location within the United States or such other location as IBM and Client agree. Client will:

- a. unless provided by IBM, provide IBM with the address and meeting location details;
- b. if applicable, provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for IBM's personnel while working at Client's location; and
- c. unless facilities are provided by IBM, be responsible for the secure storage of all IBM-owned hardware and software while on Client's premises and ensure all rooms are locked at all times.

### **5.3 Client Responsibilities**

Client will designate a Business Lead to communicate with IBM and act on Client's behalf regarding this engagement.

Client's Business Lead's responsibilities include the following:

- a. obtaining and providing information, data, and decisions within three working days of IBM's request unless Client and IBM agree in writing to a different response time; and
- b. reviewing with the IBM Account Director any of Client's invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price.

### **5.4 Other Responsibilities**

Client will:

- a. obtain any approvals and enable access necessary for IBM to access and use Client's resources and systems to the extent necessary for IBM to provide the Services;
- b. make suitable staff, information, and materials available as IBM reasonably requires. IBM will not be liable for any damage or delay arising from inaccurate, incomplete, or otherwise defective information and materials supplied by or on behalf of Client;
- c. be responsible for agreements with, management of, and the input and work of third parties whose work may affect IBM's ability to provide the Services. Client is solely responsible for any third party hardware, software or communications equipment used in connection with the Service;
- d. be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel;
- e. if applicable, provide IBM and its personnel with suitable office space, and other accommodations and facilities that IBM may reasonably require to perform the Services;
- f. participate in the creation of an agenda for the engagement and agree to a final agenda prior to the start of Day 1; and
- g. provide content and program related materials for review as necessary.

### **5.5 Assumptions**

In this Service Description, certain assumptions have been taken into account, including but not limited to:

- All Services defined in this Service Description will be provided on, in or in relation to the IBM Software. The IBM Account Directors will not be responsible for providing guidance on other products' features, functionality, and/or configuration.
- Standard business hours are defined as weekdays from 8:30 a.m. to 5:30 p.m. in the time zone in which the IBM resources reside, excluding IBM-observed holidays.

### **5.6 Deliverables**

IBM provides consulting as detailed in this Service Description. Client will own the copyright in works of authorship that IBM develops for Client under this Service Description (Project Materials). Project Materials exclude works of authorship delivered to Client, but not created, under the Service Description,

and any modifications or enhancements of such works made under the Service Description (Existing Works). Some Existing Works are subject to a separate license agreement (Existing Licensed Works). IBM grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute and prepare derivative works of Project Materials, subject to IBM protecting against the disclosure of any Client confidential information contained in the Project Materials.