Service Description

IBM

IBM Willard Smart Ledger Support

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

1.1   Services

The Client may select from the following available services.

1.1.1   IBM Willard Smart Ledger Support

The IBM Willard Smart Ledger Support service is the IBM provided support for the Willard Smart Ledger cloud service.

2.   Data Processing and Protection Data Sheets

No applicable Data Sheet for this Service Description.

Personal Data Processing

a.   This Service is not intended for the processing of Personal Data subject to either: i) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679); or ii) other data protection laws identified at http://www.ibm.com/dpa/dpl. Client is obligated to ensure, under its own responsibility, that no Personal Data that may be subject to either: i) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679); or ii) other data protection laws identified at http://www.ibm.com/dpa/dpl will be provided in Content.

b.   In the event of a change, Client will notify IBM in writing and IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and an agreed upon DPA Exhibit will apply, be incorporated in the Agreement and prevail over conflicting terms in the Agreement.

3.   Service Levels and Technical Support

3.1   Service Level Agreement

There is no SLA for this offering.

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.   Entitlement and Billing Information

4.1   Charge Metrics

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

● Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Service. For this Service an Item is the Willard Smart Exit sign.

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.