IBM Supply Chain Business Network Essentials Preview

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 Essentials Preview 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, based on Client-provided business rules, and, in turn, forwarded to Client's trading partner(s) 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 Preview Service

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.

This offering does not require Document or Kilo Character entitlements to this Cloud Service for the period of time as defined.

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 to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at http://www.ibm.com/dpa/dpl apply.

IBM Supply Chain Business Network Essentials Edition

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

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 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 Technical Support

IBM will make support services for this offering available, provided that any such support will be provided on an as-available, commercially reasonable basis only, with no response time or resolution time objectives.

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, 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

The Cloud Service is a no-charge preview offered for access and use of the service for 90 days beginning from when the Production instance of the service is provisioned or 30 days from initial signup, whichever is sooner.

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 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:

a.   Client's or any third party's equipment or software errors or failures;

b.   any failure by Client or a third party to act on any communication transmitted to (or by) Client;

c.   the creditworthiness or performance of any of Client's trading partners;

d.   data improperly transmitted by Client or Client's trading partner;

e.   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

f.   providing any reverse migration services if IBM has terminated any portion of the Cloud Service or Agreement.

5.2 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 PEPPOL site.

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.

5.3 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.

5.4 Interoperability Service

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.