

Service Description

IBM Call Center

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 Call Center – Standard Edition

IBM Call Center is a cloud service offering. IBM Call Center is a web-based call center solution that provides customer service representatives (CSRs) with a single point of access to commerce information. IBM Call Center supports flexible customer interactions to help enable "order from anywhere, fulfill from anywhere" capabilities.

IBM Call Center enables call center representatives to:

- Provide a seamless experience for customers as they interact with your brand through the call center, store or web.
- Offer a single view of customer transactions to enable more relevant cross-sell and up-sell discussions with customers.
- Quickly and efficiently handle complex order modification tasks.
- Permits scheduling deliveries and appointments in one call vs. separate calls.
- Eliminate orphaned orders with the ability to take over a customer's online cart.
- Quickly configure items and services based on customer requirements.

The subscription fees for the Cloud Service offering include the following resources and services. For more detailed information, see the Additional Terms sections:

- One (1) Production Environment
- One (1) Integration Environment
- One (1) Test Environment
- One (1) Pre-Production Environment
- Up to six (6) months of set-up activities prior to Production Readiness as detailed in the IBM Call Center Standard Edition – AddOn-Production Readiness Extension-Resource On Demand Set Up section below.
- Fifty (50) hours of Service Requests

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.

Pre-Production Environment – is a computing environment that provides a limited production replica for deployment and Client's acceptance testing of the configurations of the final Application with any Client Extensions. This Environment is maintained to production operational and compliance standards at all times, but is not covered as part of the Service Level Agreement. This is the primary location for Client

conducted user acceptance testing and the final performance evaluation/testing prior to going live in Production.

Integration Environment – is a computing environment that provides a single, functionally equivalent instance of production and the supporting infrastructure used solely for the integration and functional testing of the new Cloud Service, including the Application and any Client Extensions. Integration Environment is anticipated to be deployed to several times per day in order to arrive at a build that is ready to be deployed to the Test Environment.

1.2 Optional Services

1.2.1 IBM Call Center – AddOn – Test Environment

Provides one (1) additional Test Environment.

1.2.2 IBM Call Center – AddOn – Integration Environment

Provides one (1) additional Integration Environment.

1.2.3 IBM Call Center – AddOn – Recovery Time Objective

Provides an improvement to recovery objectives that are included in IBM Call Center Standard Edition. This cloud service will provide customer with a four (4) hour disaster recovery time objective and two (2) hour disaster recovery point objective.

1.3 Set-Up Services

1.3.1 IBM Call Center-Standard Edition-AddOn-Production Readiness Extension-Resource-Additional-Instance On Demand Set Up

IBM will provide a period of time, to perform set-up activities to prepare the Cloud Service for Production Readiness. A subscription for IBM Call Center includes a set-up period of up to six (6) 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 Call Center-Standard Edition-AddOn-Production Readiness Extension-Resource-Additional-Instance On Demand Set Up for each additional month. Set-up activities do not include implementation services, which will be handled under a separate services agreement.

1.3.2 IBM Call Center – AddOn – Service Requests On Demand Set Up

Provides for additional Service Requests, as described in the Service Request section below, to be added as needed.

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=4A4E98C0BA7E11E7A229E0F52AF6E722>

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.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of 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 applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

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 provides general 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:

- Authorized User is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the Cloud Service during the measurement period specified in Client's PoE or Transaction Document. Authorized users are the number of simultaneous users accessing the Cloud Service.
- 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.
- Hour is a unit of measure by which the Cloud Service can be obtained. Sufficient Hour entitlements must be obtained to cover the total number of whole or partial Hours of the Cloud Service used 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 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.

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 Service 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 Service Request

A "Service Request" is a Client request that falls outside of standard Cloud Service support, with which IBM may provide assistance or perform work on behalf of the Client. Some examples of a possible Service Request may include but are not limited to the following: (1) data requests – data updates, database configuration, database queries; (2) file operations – finding, moving, analyzing, providing files; (3) Client requested restarts outside of Maintenance Windows – Application or server; (4) resolving user-generated input problems, e.g. where a user has inadvertently affected the data integrity of the Application which can only be resolved via technical intervention; (5) integration point maintenance involving 3rd party dependencies or service partners; (6) change of a firewall rule unrelated to a Cloud Service support issue; (7) running a report against the database; (8) database (DB) schema changes; (9) integration point changes requiring infrastructure changes, i.e. firewalls, messaging, etc.; and (10) minor data changes.

Each Service Request is measured in one hour units. For example, Service Requests that require 60 minutes or less of support services count as one Service Request.