



IBM Terms of Use – SaaS Specific Offering Terms

IBM Multi-Enterprise Relationship Management

The Terms of Use (“ToU”) is composed of this IBM Terms of Use - SaaS Specific Offering Terms (“SaaS Specific Offering Terms”) and a document entitled IBM Terms of Use - General Terms (“General Terms”) available at the following URL: www.ibm.com/software/sla/slabd.nsf/sla/tou-gen-terms/ .

In the event of a conflict, the SaaS Specific Offering Terms prevail over the General Terms. By ordering, accessing or using the IBM SaaS, Customer agrees to the ToU.

The ToU is governed by the IBM International Passport Advantage Agreement, the IBM International Passport Advantage Express Agreement, or the IBM International Agreement for Selected IBM SaaS Offerings, as applicable (“Agreement”) and together with the ToU make the complete agreement..

1. IBM SaaS

The following IBM SaaS offerings are covered by these SaaS Specific Offering Terms:

- IBM Multi-Enterprise Relationship Management
- IBM Multi-Enterprise Relationship Management Premium Data Add On
- IBM Multi-Enterprise Relationship Management Additional Data Retention 1 Year

2. Charge Metrics

The IBM SaaS is sold under one of the following charge metric(s) as specified in the Transaction Document:

- a. Entity ID is a unit of measure by which the IBM SaaS can be obtained. An Entity ID is a unique identifier, which may be referred to in the IBM SaaS environment by different terms that may include but would not be limited to customer ID, partner ID, supplier ID, vendor ID, or EDI ID within the IBM SaaS. Sufficient entitlements must be obtained to cover the total number of Entity IDs contained in the IBM SaaS during the measurement period specified in your Proof of Entitlement (POE) or Transaction Document.

For this IBM SaaS, Entity ID is a unique identifier for a trading entity, regardless of that trading entity's organizational structure.

- b. Instance is a unit of measure by which the IBM SaaS can be obtained. An Instance is access to a specific configuration of the IBM SaaS. Sufficient entitlements must be obtained for each Instance of the IBM SaaS made available to access and use during the measurement period specified in the Order Document.

3. Charges and Billing

The amount payable for this offering is specified in the Transaction Document.

3.1 Partial Month Charges

The partial month charge is a pro-rated daily rate that will be charged to Customer. The partial month charges are calculated based on the remaining days of the partial month starting on the date Customer is notified by IBM that their access to the IBM SaaS is available.

3.2 Overage Charges

If Customer's actual usage of the IBM SaaS during the measurement period exceeds the entitlement stated on the PoE, then Customer will be invoiced for the overage, as set forth in the Transaction Document.

4. IBM SaaS Subscription Period Renewal Options

Customer's PoE will set forth whether the IBM SaaS will renew at the end of the Subscription Period, by designating one of the following:

4.1 Automatic Renewal

If Customer's PoE states that Customer's renewal is automatic, Customer may terminate the expiring IBM SaaS Subscription Period by written request to Customer's IBM sales representative or IBM Business Partner, at least ninety (90) days prior to the expiration date as set forth in the PoE. If IBM or its IBM

Business Partner does not receive such termination notice by the expiration date, the expiring Subscription Period will be automatically renewed for either one year or the same duration as the original Subscription Period as set forth in the PoE.

4.2 Continuous Billing

When the PoE states that Customer's renewal is continuous, Customer will continue to have access to the IBM SaaS and will be billed for the usage of the IBM SaaS on a continuous basis. To discontinue use of the IBM SaaS and stop the continuous billing process, Customer will need to provide IBM or its IBM Business Partner with ninety (90) days written notice requesting that Customer's IBM SaaS be cancelled. Upon cancellation of Customer's access, Customer will be billed for any outstanding access charges through the month in which the cancellation took effect..

4.3 Renewal Required

When the PoE states that Customer's renewal type is "terminate", the IBM SaaS will terminate at the end of the Subscription Period and Customer's access to the IBM SaaS will be removed. To continue to use the IBM SaaS beyond the end date, Customer will need to place an order with Customer's IBM sales representative or IBM Business Partner to purchase a new Subscription Period.

5. Technical Support

During the Subscription Period, technical support is provided for the IBM SaaS as set forth at: <https://support.ibmcloud.com> or a subsequent URL provided by IBM. Technical support is included with the IBM SaaS and is not available as a separate offering.

6. IBM SaaS Offering Additional Terms

6.1 Derived Benefit Locations

Where applicable, taxes are based upon the location(s) Customer identifies as receiving benefit of the IBM SaaS. IBM will apply taxes based upon the business address listed when ordering an IBM SaaS as the primary benefit location unless Customer provides additional information to IBM. Customer is responsible for keeping such information current and providing any changes to IBM.

6.2 Data Collection

Customer is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Customer (your employees and contractors) related to the use of the IBM SaaS, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our IBM SaaS for the purpose of improving user experience and/or tailoring interactions with Customer. Customer confirms that it will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Customer's employees and contractors to access, update, correct or delete their collected personal information.

6.3 Customer Guest Users

Customer Guest Users are the responsibility of Customer, including but not limited to a) any claims made by the Guest Users relating to the IBM SaaS; b) charges incurred by the Guest User; or c) any misuses of the IBM SaaS by these Guest Users. Guest Users may be required to execute an online agreement provided by IBM in order to access and use the IBM SaaS.

Appendix A

This IBM SaaS Specification is for the following IBM SaaS offerings that may be ordered and for which entitlements are confirmed in Customer's PoE.

1. IBM Multi-Enterprise Relationship Management

IBM Multi-Enterprise Relationship Management provides a Customer with tools to organize their partner community; efficient, self-serviced, and distributed processes; and monitoring and visibility into partner engagements. Customers may authorize their trading partners or other third parties to access the IBM SaaS to exchange data with a Customer, or to use the IBM SaaS on behalf of the Customer ("Guest User"). Via a supported Internet browser, the IBM SaaS provides these Guest Users with the ability to view and participate in activities at the Customer direction to support partner engagements with a Customer. The IBM SaaS provides Guest Users with visibility to information, software, and data that are created, provided, uploaded, or transferred by a Customer or any user authorized by the Customer. Specifically, the IBM SaaS includes:

- a. **Partner Management** is provided to the Customer, and allows a Customer to include their partners into the IBM SaaS through invitations that are sent to the partners enabling them to register for the Customer instance of the IBM SaaS. The Customer is also provided with a partner centric view that allows the Customer to view the specifics on each partner, which includes organization, partner administrator contacts, partner user contacts, attributes assigned to a partner, as well as the status of each of the activities that have been assigned to that partner.
- b. **User Management** is provided to the Customer's administrator to add other users, and to the Partner administrator to add users within the Partner's organization, to the IBM SaaS through invitations to users that will be under their respective hierarchies.
- c. **Engagement through Activities** that features a self-help interface for activity creation, execution, and monitoring. During the activity definition phase, a Customer is able to establish workflows to engage their partners in distributed activities through the creation of activities using the activity designer.
- d. **Activity Designer** is provided to help you a Customer the activity definition phase to help the Customer create their own set of activities for their partners based on your specific business needs. The activity designer provides an interactive, graphical visual representation of the workflow and user interface that will be presented to the partner. The activity designer consists of the following components:
 - Task flow designer – to define the task flow.
 - Dialog flow designer – to define the flow of the dialog for a specific task.
 - Dialog appearance designer – to define the dialog that will be presented to a partner.
- e. **Partner Attributes** which can be created and assigned to partners to help in organizing and segmenting a partner base. Partners can be organized into groups by using criteria specific to a Customer like industries, partner size, products, regions, technical capabilities, etc. Partner attributes are also used when rolling out an activity to help the Customer identify the partners to consider inviting to participate.
- f. **Activity Rollout** is used by a Customer to introduce a new activity to your partners. This activity rollout function allows you to set a name for the activity, select a group of partners who will participate in the activity, determine the duration of the activity, and establish checkpoints with the partner based on the progress on an activity.
- g. **Partner Interface** enables partners' participation in an activity through a self-service interface. This self-service interface allows those partners who the Customer has selected to participate in an activity, and who have been notified of a new activity, to participate by following the steps the Customer outlined during the activity definition phase.

- h. **Activity Monitoring** allows a Customer to monitor the progress of an activity through a screen that provides a summary of the progress of each of the partners displayed on a collective basis. The Customer is able to view the success, delays, and failures in workflow, for their partners on a collective basis. The Customer can gain further insight into the partner's progress by viewing the steps that the partner has completed as well as the steps yet to be completed on a real time basis. The partner has the same view of the progress on an activity that is available to the Customer.
- i. **Activity approval** is available to the Customer, and allows the Customer to review steps in an activity where the Customer has specified that they need to provide an approval before moving onto the next steps in an activity.
- j. **Secure and Flexible Infrastructure** that includes a REST API integration component to allow a Customer to integrate their systems of record as well as other services and applications into IBM MRM. APIs can be added at different points within an activity. IBM MRM includes an API configuration option as part of its activity designer.
- k. **File Sharing** is available for the Customer and their partners to upload and share files in support of the completion of activities. The Customer will also be able to upload image files that can be used in support of customizing their instance of IBM SaaS as well as for use with the activity designer. The Customer and their partners will be limited to a collective file capacity of 750 GB.
- l. **Testing and Improvements** which allows IBM the option to (a) compile and analyze anonymous, aggregate, summary data related to the Customer's use of the IBM SaaS, (b) prepare reports, studies, analyses, and other work product resulting from this compilation and analysis (collectively the "Compiled Data"), and (c) copy their data to a non-production server within the IBM SaaS environment for the exclusive purpose of testing and improving the quality of IBM's products for up to 180 days. IBM retains all ownership rights in and to the Compiled Data.

2. Optional Services

- a. **IBM Multi-Enterprise Relationship Management Premium Data Add On** offering provides the Customer with an additional level of data segregation with exclusive application and database processing and separation by virtual LANs.
- b. **IBM Multi-Enterprise Relationship Management Additional Data Retention 1 Year** offering provides the Customer with the option to retain their data for a predetermined, extended period of time. The period of time the data will be retained may be acquired in one year increments. Total extended data retention time will be determined by the number of Instances of this optional service that is acquired as set forth in the Customer's PoE.

3. IBM SaaS Limitations

The IBM SaaS does not include:

- a. Third party websites linked to or made accessible by the IBM SaaS through which a Customer or an IBM SaaS User transmits Content to a third party website or other service that is linked to or made accessible by the IBM SaaS.
- b. Customer resources which are required by IBM to provide the IBM SaaS, including without limitation, sufficient access to Customer's systems, information, personnel and resources, and performance of Customer's other responsibilities in furtherance of the Set Up Services. Such Customer responsibilities shall be provided at no charge to IBM. IBM is not responsible for any delay in performing or failure to perform Set Up Services caused by Customer's delay in performing Customer responsibilities related to the Set Up Services.
- c. Customer security as Customer is responsible for ensuring that each IBM SaaS User protects account identification and password information and controls who may access an IBM SaaS User account or use the IBM SaaS on Customer's behalf.

Appendix B

IBM provides the following availability service level agreement (“SLA”) for the SaaS. You understand that the SLA does not constitute a warranty to you.

1. Definitions

- a. "Availability Credit" means the remedy IBM will provide for a validated Claim. The Availability Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the IBM SaaS.
- b. "Claim" means a claim submitted by you to IBM pursuant to the SLA that a Service Level has not been met during a Contracted Month.
- c. "Contracted Month" means each full month during the term of the IBM SaaS measured from 12:00 a.m. Eastern US time on the first day of the month through 11:59 p.m. Eastern US time on the last day of the month.
- d. "Downtime" means a period of time during which production system processing for the IBM SaaS has stopped and all of your users are unable to use all aspects of the IBM SaaS for which they have permissions. Downtime does not include the period of time when the IBM SaaS is not available as because of:
 - A scheduled outage for the purpose of maintenance.
 - Events or causes beyond IBM's control (e.g., natural disaster, internet outages, etc.).
 - Problems with your applications, equipment or data, or a third party's applications, equipment or data.
 - Your failure to adhere to required system configurations and supported platforms for accessing the Service.
 - IBM's compliance with any designs, specifications, or instructions that you provide to IBM or a third party provides to IBM on your behalf.
- e. "Event" means a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level.
- f. "Service Level" means the standard set forth below by which IBM measures the level of service it provides in this SLA.

2. Availability Credits

- a. In order to submit a Claim, you must log a Severity 1 support ticket (as defined below in the Technical Support section) for each Event with the IBM technical support help desk, within twenty-four (24) hours of your first becoming aware that the Event has impacted your use of the Service. You must provide all necessary detailed information about the Event and reasonably assist IBM with the diagnosis and resolution of the Event.
- b. You must submit your Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month that is the subject of the Claim.
- c. Availability Credits will be based on the duration of the Downtime measured from the time you report that you were first impacted by the Downtime. For each valid Claim, IBM will apply the highest applicable Availability Credit based on the achieved Service Level during each Contracted Month, as shown in the table below. IBM will not be liable for multiple Availability Credits for the same Event in the same Contracted Month.
- d. The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed 10 percent (10%) of one twelfth (1/12th) of the annual charge paid by you to IBM for the IBM SaaS.

3. Service Levels

Availability of the IBM SaaS during a Contracted Month

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee for Contracted Month that is the subject of a Claim)
<99.0%	2%
<97.0%	5%
<95.0%	10%

Availability, expressed as a percentage, is calculated as: (a) the total number of minutes in a Contracted Month minus (b) the total number of minutes of Downtime in a Contracted Month, divided by (c) the total number of minutes in a Contracted Month.

Example: 500 minutes total Downtime during Contracted Month

<p>43,200 total minutes in a 30 day Contracted Month -- 500 minutes Downtime = 42,700 minutes</p> <hr/> <p style="text-align: center;">43,200 total minutes</p>	<p>= 2% Availability Credit for 98.8% Achieved Service Level during the Contracted Month</p>
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4. Exclusions

This SLA is made available only to IBM Customers. This SLA does not apply to the following:

- Beta and trial Services.
- Non-production environments, including but not limited to, test, disaster recovery, quality assurance, or development.
- Claims made by an IBM Customer's users, guests, participants and permitted invitees of the IBM SaaS.