



IBM Terms of Use – SaaS Specific Offering Terms

IBM Sterling Data Synchronization Manager

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/sladb.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, Client 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 Sterling Data Synchronization Manager
- Optional Services
 - IBM Sterling Data Synchronization Manager EX

2. Charge Metrics

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

- a. SKU is a unit of measure by which the IBM SaaS can be obtained. A SKU (stock keeping unit item) is a unique item in a supplier’s or distributor’s catalog. Sufficient entitlements must be obtained to cover the highest number of SKUs published concurrently by the IBM SaaS during the measurement period specified in the Client’s Proof of Entitlement (PoE) or Transaction Document.

3. Charges and Billing

The amount payable for the IBM SaaS is specified in a Transaction Document.

3.1 Partial Month Charges

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

3.2 Overage Charges

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

4. Term and Renewal Options

The term of the IBM SaaS begins on the date IBM notifies Client of their access to the IBM SaaS, as documented in the PoE. The PoE will specify whether the IBM SaaS 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 IBM SaaS will automatically renew for one year.

For continuous use, the IBM SaaS will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The IBM SaaS will remain available to the end of the calendar month after such 90 day period.

5. Technical Support

After IBM notifies Client that access to the IBM SaaS is available, technical support for the IBM SaaS is provided via telephone, email, online forums, and an online problem reporting system. Any enhancements, updates, and other materials provided by IBM as part of any such technical support are considered to be part of the IBM SaaS. Technical support is included with the IBM SaaS and is not available as a separate offering.

More information about hours of availability, email addresses, online problem reporting systems, and other technical support communication vehicles and processes are described in the IBM Software as a Service Support Handbook.

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
1	Critical business impact/service down: Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.	Within 1 hour	24x7
2	Significant business impact: A service business feature or function of the service is severely restricted in its use or Client is in jeopardy of missing business deadlines.	Within 2 business hours	M-F business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 4 business hours	M-F business hours
4	Minimal business impact: An inquiry or non-technical request.	Within 1 business day	M-F business hours

*The above severity and response times do not apply to the Client Test Environment as described in this ToU.

6. IBM SaaS Offering Additional Terms

6.1 Safe Harbor Compliance

IBM abides by the U.S. - EU Safe Harbor Framework as set forth by the United States Department of Commerce regarding the collection, use and retention of information collected from the European Union. For more information about Safe Harbor or to access IBM's certification statement, go to <http://www.export.gov/safeharbor/>.

6.2 Data

IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Client (Client's 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 or tailoring interactions with Client. Client confirms that Client 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 Client's employees and contractors to access, update, correct or delete their collected personal information.

For transactions performed in all EU Member States, Iceland, Liechtenstein, Norway and Switzerland, the following terms apply: Client agrees that IBM may process content including any personal data (as that term is defined in the EU Directive 95/46/EC) across a country border to the following countries: Australia, Canada, France, Germany, India, Ireland, Netherlands, the United Kingdom and the United States. Client agrees that IBM may, on notice, vary this list of country locations when it reasonably determines it necessary for the provision and support of the IBM SaaS. With respect to the transfer of European Economic Area of Swiss personal data, the parties or their relevant affiliates may enter into separate standard unmodified EU Model Clause agreements in their corresponding roles pursuant to EC Decision 2010/87/EU with optional clauses removed. All disputes or liability arising under these agreements, even if entered into by affiliates, will be treated by the parties as if the dispute or liability arose between them under the terms of this Agreement.

6.3 Derived Benefit Locations

Where applicable, taxes are based upon the location(s) Client 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 Client provides additional information to IBM. Client is responsible for keeping such information current and providing any changes to IBM.

6.4 Third Party Networks

Transmission of content to and from the IBM SaaS by Client and Client's Trading Partners may use third party networks. It is up to Client to choose the protocols and means used to transmit content on the IBM SaaS and through third party networks. Client is advised to use the appropriate technology, such as adequate encryption if Client wants to protect Client's content, including Client IDs and passwords.

6.5 Links to Third Party Websites or Other Services

If Client 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, Client and the IBM SaaS user provide IBM with the consent to enable any such transmission of content, but such interaction is solely between Client and the third party website or service. IBM makes no warranties or representations about such third party sites or services, and shall have no liability for such third party sites or services.

6.6 Compiled Data

IBM (i) may compile and analyze anonymous, aggregate, summary data related to Client's use of the IBM SaaS, and (ii) may prepare reports, studies, analyses, and other work product resulting from this compilation and analysis (collectively the "Compiled Data"). IBM retains all ownership rights in and to the Compiled Data.

IBM may copy Client's 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.

6.7 Required Registration with 1WorldSync

Client must separately register for 1WorldSync membership as a prerequisite in order for IBM to provide the IBM SaaS. Fees related to 1WorldSync membership, including, as applicable, 1WorldSync TEST registry fees, or fees with other standards bodies, registries, or exchanges are Client's responsibility and are not included in the IBM SaaS fees. IBM will provide to Client a "TPSA code" that Client will use for registration with 1WorldSync. After Client becomes a member of 1WorldSync, Client will receive IDs and passwords for the production environment that Client will need to share with IBM. Client will also need to obtain a valid Global Location Number (referred to as the GLN).

6.8 Client Responsibilities for Set-up Services

As reasonably required by IBM to fulfill its obligations for Set Up Services (if applicable), Client agrees to provide sufficient access to Client's systems, information, personnel and resources and perform Client's other responsibilities in furtherance of the Set Up Services, all at no charge to IBM. IBM is not responsible for any delay in performing or failure to perform Set Up Services caused by Client's delay in providing such access or performing Client's other responsibilities related to the Set Up Services.

6.9 Client Test Environment

IBM will provide a Client Test Environment and infrastructure. This environment is provided as a convenience for testing to the Client, and is not subject to standard support response times or warranties.

Appendix A

1. IBM SaaS

IBM Sterling Data Synchronization Manager is a data synchronization solution that can be used to manage the process of data collection, cleansing, registration, validation, and publication to a third party Global Data Synchronization Network (GDSN) compliant data pool. The IBM SaaS will be used to input Client's item master file by either automated or manual data collection mechanisms as set forth on the Transaction Document. The IBM SaaS will then validate for compliance with the GDSN standard. Client's use of the IBM SaaS will allow Client to register and publish its item data to the data pool for consumption by Client's customers, suppliers, and the organizational entities with which Client has a business relationship ("Trading Partners"). The IBM SaaS provides Client with visibility to its data and Trading Partner messaging.

The IBM SaaS will enable Client to input and manage content containing information which may be considered personal information (PI) under applicable privacy laws including contact information (name, address, email, phone number, staff ID, cost center) and technical identifiers (username, password, IP addresses, MAC addresses). IBM will comply with requests from Client, its employees, or any third party user of the IBM SaaS authorized by Client to access the IBM SaaS to exchange data with Client or to use the IBM SaaS on Client's behalf ("Guest User") to access, update, correct or delete such personal information.

This IBM SaaS is not designed to any specific security requirements for sensitive personal information, protected health information, or other regulated content. Client is responsible to determine if this IBM SaaS meets Client's needs with regard to the type of content Client uses in connection with the IBM SaaS. Under no circumstances may Client use this IBM SaaS to collect, process or store protected health information.

1.1 Optional Services

IBM Sterling Data Synchronization Manager EX is an optional add-on offering to the IBM Sterling Data Synchronization Manager that provides the mechanism to collect item data, a data compliance engine to validate item data against the GDSN standard, an interactive hosted application that provides visibility into Client's data and events, and the ability to invoke file registration and publication. This optional component enables direct integration to Client's back-end system using pre-built flat files to eliminate some manual intervention.

1.2 Client Test Environment

The Client Test Environment is intended to be used to test data file submissions prior to a production submission. This environment is provided as a convenience only to the Client as a method for testing.