

## IBM Terms of Use – SaaS Specific Offering Terms

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### IBM Emptoris Supplier Lifecycle Management on Cloud

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/](http://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 Emptoris Supplier Lifecycle Management on Cloud
- IBM Emptoris Supplier Lifecycle Management on Cloud Read Only
- IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Qualification
- IBM Emptoris Supplier Lifecycle Management on Cloud for Non-Production Environment
- IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Evaluation
- IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Classification
- IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Development
- IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Risk Management
- IBM Emptoris Supplier Lifecycle Management on Cloud Essential Premium Support
- IBM Emptoris Supplier Lifecycle Management on Cloud Premier Premium Support
- IBM Emptoris Supplier Lifecycle Management Administrator Enablement Service Engagement
- IBM Emptoris Supplier Lifecycle Management Supplier On Boarding Implementation Service Engagement
- IBM Emptoris Supplier Lifecycle Management Supplier Evaluation Implementation Service Engagement
- IBM Emptoris Supplier Lifecycle Management Supplier Classification Implementation Service Engagement
- IBM Emptoris Supplier Lifecycle Management Supplier Risk Management Implementation Service Engagement
- IBM Emptoris Supplier Lifecycle Management Supplier Development Implementation Service Engagement

#### 2. Charge Metrics

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

- a. **Authorized User** is a unit of measure by which the IBM SaaS may be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the IBM SaaS offering in any manner directly or indirectly (for example: via 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 IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- b. **Engagement** is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the IBM SaaS. Sufficient entitlements must be obtained to cover each Engagement.
- c. **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 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 Remote Service Charges

Remote Services and maintenance subscriptions are delivered either remotely or at an IBM location. Project plans, and project documentation are delivered as IBM owned documents with unlimited right for the Client to copy and re-use for its business activities. IBM will assign delivery resources within 20 business days of order receipt and will provide weekly project status reports. Remotely delivered Service Engagements are expected to be complete within 150 days of start of the service activity.

#### 3.3 Verification

Client will i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the IBM SaaS and for two years thereafter.

### 4. IBM SaaS Subscription Period 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 the term specified in the PoE.

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

IBM will make available the IBM Software as a Service Support Handbook which provides technical support contact information and other information and processes. Technical support is offered with the IBM SaaS and is not available as a separate offering. The following severities are used to track support tickets for the IBM SaaS:

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. Note: We will work with you 24X7 to resolve critical problems providing you have a technical resource available to work during those hours.	Within 1 hour	24X7
2	Significant business impact: A service business feature or function of the service is severely restricted in its use or you are 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
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## 6. IBM SaaS Offering Additional Terms

### 6.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the IBM SaaS in a publicity or marketing communication.

### 6.2 Third Party Site and 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 offering, 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.

### 6.3 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: Canada, India, Ireland, 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.

### 6.4 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.

### 6.5 Backup

Backups are performed daily for production Instances and weekly for non-production Instances. IBM will retain a backup copy of Client's data for a maximum period of 90 days for production Instances and up to seven days for non-production Instances. Client is responsible for configuring the IBM SaaS security to prohibit individual users from deleting data, and once the data is deleted Client acknowledges and agrees IBM is not obligated to recover the deleted data and, if available, may charge for such effort.

### 6.6 IBM SaaS Expiration

Before expiration or termination of the IBM SaaS Client can use any of the provided reporting or export features of the IBM SaaS to extract data. Custom data extraction services are available under a separate agreement. Upon receiving a support request from Client within 30 days of the IBM SaaS expiration or termination date, IBM will return to Client an electronic copy of Client's content in the native application format.

## **6.7 IBM SaaS Upgrades**

IBM will install and configure software upgrades to the production or non-production IBM SaaS Instances at a mutually agreed time, subject to scheduling availability during business hours in the Client's time zone. Client may request scheduling during weekends based on scheduling availability for subscriptions to IBM Emptoris Supplier Lifecycle Management on Cloud Essential Premium Support or IBM Emptoris Supplier Lifecycle Management on Cloud Premier Premium Support. IBM Emptoris Supplier Lifecycle Management on Cloud Premier Premium Support subscribers receive priority for scheduling during weekend upgrade scheduling.

IBM will provide notice 12 months prior to the termination of support for the version of the software provided as part of the IBM SaaS. IBM will work with Client to migrate each of Client's Instances of the IBM SaaS to a supported version of the software prior to the termination of support date. Client will be responsible for the migration costs. If the migration to a supported version of the software is not completed within the notice period, other than as a result delays caused solely by IBM or its subcontractors, IBM may terminate this agreement upon 30 days written notice to Client.

## **6.8 Database Refreshes**

IBM will replicate production database contents to Client's non-production environment once per quarter (or up to four times per quarter for Premium Support), for each non-production system purchased. Refresh services will be performed at a mutually agreed time, subject to scheduling availability.

## **6.9 Client Provided Certificates**

The IBM SaaS will be configured to use an IBM provided internet uniform resource locator unless Client request specifically to use its own internet uniform resource locator. If Client chooses to use its own internet uniform resource locator for the IBM SaaS then Client will bear all responsibility, maintenance and costs for the renewal of the uniform resource locator and any required certificates. Client must deliver the required certificates and setup information to IBM before the provisioning of Client's IBM SaaS is completed.

## **6.10 Disaster Recovery**

To the extent Client is running on a current, supported version of the IBM SaaS, if Client has purchased at least one non production environment, in the event of a major system disruption caused by a natural disaster (e.g. fire, earthquake, flood, etc.), disaster recovery will be accomplished by using commercially reasonable efforts to restore Client's production data to one of Client's non-production environments with a recovery objective of 72 hours. This is not a warranty and no service level agreement is available.

## **6.11 Cumulative Entitlements Requirement**

Clients must obtain an Instance entitlement, as well as sufficient Authorized User entitlements to cover the IBM SaaS users of IBM Emptoris Supplier Lifecycle Management on Cloud.

## **6.12 Entitlements Not Required**

Administrative, anonymous, and external users are included in the IBM SaaS offering without requiring separate Authorized User entitlements.

An administrative user is someone who is responsible for maintaining/updating administration functions of the IBM SaaS. This can include creating/updating templates, questionnaires, scorecards, types, notification templates, configuring user permissions, organizations, data sources, groups, roles, workflows, categories, and master supplier records. If an administrative user does non-administrative activities, they will require an entitlement as an Authorized User.

An anonymous user is an account that cannot login and is only used to define permissions for anonymous tasks in workflows.

An external user (users associated with external third parties with whom Client is engaged and for whom Client is responsible) may be provided access to the IBM SaaS and can use product functions like viewing/updating assessments, viewing/performing evaluations or viewing/participating in development actions.

External users and anonymous users and are considered Guest Users. Client is not required to obtain Authorized User entitlements for Guest Users of the IBM SaaS. Guest Users are Client's responsibility, 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.

## Appendix A

### 1. IBM SaaS Description

IBM Emptoris Supplier Lifecycle Management on Cloud (SLM) is a modular, scalable solution that provides support for supplier management needs. IBM Emptoris Supplier Lifecycle Management on Cloud consists of the following core functionality:

- Master data – allows maintaining a hierarchical supplier, category, organization and region structure to be used in the business module processes, analysis and reporting.
- SLM 360 – presents module information concerning a supplier, category, organization or region.
- Persons – allows managing contact information of internal and external participants and stakeholders.
- Users and user groups – allows managing internal and external user accounts and allows clustering user accounts into internal and external user groups.
- Permissions – gives the ability to define permissions and restrictions for users or user groups to grant access to data objects, menus and tasks in the application.
- Follow-up actions – allows starting the process of a module based on another business object of another module and maintaining references of the follow-ups created.

The IBM SaaS will enable Client to input and manage content containing information which may be considered personal information (PI) under applicable privacy laws:

- contact information (name, address, email, phone number, staff ID, cost center)
- technical identifiers (username, password, IP addresses, MAC addresses)

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 Clients 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

The IBM SaaS does encrypt content during data transmission between the IBM network and the network access point or end user machine. The IBM SaaS does encrypt content when at rest awaiting data transmission if the Client is using version 10.1.1 or higher of the IBM SaaS; otherwise, Client is responsible to encrypt content prior to adding to the IBM SaaS.

### 2. Base Subscriptions

The following describes the IBM SaaS subscription options (each a “Base Subscription”) that are available as the applicable IBM SaaS. The Transaction Document identifies which Base Subscription(s) have been purchased. References to the IBM SaaS in this document apply to the Base Subscription(s) purchased.

#### 2.1 IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Qualification

Supplier qualification provides a structured framework for processes required for efficiency and data accuracy in the on-boarding and maintenance of Client’s organization’s supplier base. Suppliers can load and update their data. A variety of functions like flexible supplier profile definitions, together with advanced analytics capabilities, facilitate the task of segmenting and identifying appropriate suppliers. This feature provides:

- Supplier registration – allows creating and managing registrations for new suppliers, a process covering registrations by invitation, anonymously or internal quick registration.
- Supplier clearing – clearing process for new registrations. Gives the user the ability to accept or discard registrations upon acceptance a new supplier record can be generated.
- Supplier assessment – gives the ability to create and manage assessments for suppliers or internal users to provide and update information in questionnaires.
- Supplier Master Data Update – transfer of answers to update the supplier’s master data.

- Assessment series – allows Client to automatically and periodically generate assessments for an automated assessment process.
- Answer consequences – the system can be configured to mark critical or knock out answers for special attention and can send notifications or follow-up assessments based on answers.
- Requirement based approval – gives the ability to define requirements and possible result status that are measured for a supplier based on the answer of assessments.
- Research and comparison – gives the ability to search for assessments based on answers to questions and compare suppliers on the answers to questions.
- Question pool – store all chapters and questions (of type text, number, date, multiple-choice, entity select, attachment) used in questionnaires in a central pool.
- Questionnaire design – allows multiple flexible questionnaires with giving the ability to restrict certain chapters or questions to be only viewed or only edited by internal users.
- Multi-lingual – supports questionnaires for an international supplier base in several languages.
- Notifications – invitation and reminder E-mail notifications to support the process.
- Task lists – personalized task lists with status
- Workflow and type support – qualification processes are based on a workflow engine. Types give the ability to use multiple kinds of registration and assessment processes with different workflows and notification sets.

## 2.2 IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Evaluation

IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Evaluation provides the ability to assess and control the performance of Client's suppliers. The feature provides:

- Performance evaluation – allows creating and managing cross-functional supplier performance evaluations by categories and/or organizations on a defined time period based on a scorecard.
- Reverse evaluation – allows creating and managing supplier self-evaluations by categories and/or organizations on a defined time period based on a scorecard.
- Single/multiple evaluators – criterion evaluated by one or more experts with the possibility of different weightings for each expert.
- Coordination – gives the initiator the ability to assign coordinators instead of evaluators. Coordinators will receive a task to select evaluators for their assigned criteria.
- Role support – gives the ability to define roles for certain criteria in a scorecard to simplify evaluator assignment to criteria by an initiator of an assessment.
- Automatic answering – answers for criterion can be derived from stored information from external sources (hard facts).
- Evaluation series – allows Client to automatically and periodically generate evaluations for an automated performance evaluation process.
- Evaluation release – gives a defined set of users the option to review the result of an evaluation, sending it back for corrections or releasing it for analysis and reporting.
- Dependent scorecards – gives the ability to link scorecards and therefore use the results of performance evaluations based on one scorecard to answer criteria of performance evaluations based on another scorecard.
- Strategic importance – allows creating and managing strategic importance evaluations, which allow evaluating the future importance of the supplier based on a simplified evaluation process and scorecard.
- Analysis and reporting – allows Client to view and search for released performance evaluations and strategic importance evaluations. Client can also create reports of detailed views or comparisons of performance evaluations.
- Criterion pool – store all chapters and criteria (of type text, number, and multiple-choice) used in scorecards in a central pool.
- Scorecard design – allows defining multiple flexible scorecards with giving the ability to define weights on chapter and criterion level.

- Multi-lingual – supports scorecards for an international user base in several languages.
- Notifications – issues invitation and reminder E-mail notifications to support the process.
- Task lists – personalized task lists with status.
- Workflow and type support – evaluation processes are based on a workflow engine. Types give the ability to use multiple kinds of performance evaluation and strategic importance processes with different workflows and notification sets.

### **2.3 IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Classification**

IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Classification structures and classifies both existing and potential suppliers into service classes based on essential indicators such as supplier evaluation results and the strategic value rating. This classification can then be used as the basis for the active development and advancement of the supplier portfolio. The feature provides:

- Supplier segmentation – allows creating and managing supplier classifications to determine the class of a supplier specific for a scope of categories and/or organizations.
- Current results – active supplier classifications show the current classification given to the supplier in the defined scope.
- Analysis and reporting – allows Client to view and search for active supplier classifications. Client can create reports on classification results.
- Standardized strategies – define for each class strategies on further actions for this supplier.
- Multi-lingual – supports scorecards for an international user base in several languages.
- Task lists – personalized task lists with status.
- Workflow and Type Support – classification processes are based on a workflow engine. Types give the ability to use multiple kinds of classification processes with different workflows.

### **2.4 IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Development**

IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Development includes planning, implementation, and control of actions and activities in optimization projects. It provides the ability to determine the development goals for the suppliers, define dates and responsibilities and control the advancement using a sustainable strictness degree system. The feature provides:

- Development actions – allows creating and managing actions specific scope and focus (suppliers, categories, organizations and/or regions) and the planned and actual time they are scheduled.
- Tasks support – gives the ability to define and break down an action into smaller tasks assignable to internal and external users for execution.
- Task execution – gives internal and external users the ability to execute tasks assigned to them.
- Projects and work packages – allows grouping actions into projects and work packages to provide a better overview of all actions concerning a specific area.
- Analysis and reporting – allows Client to view and search for released projects and actions. Client can create reports of detailed views of projects.
- Standard actions – gives the ability to create predefined actions and tasks that can be used as template upon creation of new actions.
- Notifications – Invitation and reminder E-mail notifications to support the process
- Task lists – personalized task lists with status
- Workflow and type support – development processes are based on a workflow engine. Types give the ability to use multiple kinds of action processes with different workflows and notification sets.

### **2.5 IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Risk Management**

IBM Emptoris Supplier Lifecycle Management on Cloud Supplier Risk Management facilitates a structured and holistic process to recognize, control, and assess supplier-related risks in the procurement process. Comprehensive reporting and analysis functions, coupled with an automatic early warning system can track and recognize potential risks and proactively trigger appropriate measures to help avoid and mitigate risk. The feature provides:

- Risk assessment – allows creating and managing risk assessments scoped by suppliers, categories, organizations and/or regions based on a risk scorecard.

- Automatic answering – answers for indicators can be automatically updated based on stored information from external sources (hard facts).
- Risk indicators – gives the ability to view the result of a risk assessment summarized in the indices "risk index", "likelihood" and "impact".
- Formula support – gives the ability to calculate indices from indicators in a risk assessment by using formulas.
- Current results – active supplier classifications show the current classification given to the supplier in the defined scope.
- Thresholds and highlighting – gives the ability to define target and tolerance upper and/or lower thresholds for indicators and indices. Based on these thresholds results are highlighted.
- Analysis and reporting – allows Client to view and search for active risk assessments. Client can create reports on risk assessment results.
- Indicator pool – store all indicators (of type number and multiple-choice) used in risk scorecards in a central pool.
- Scorecard design – allows to define multiple flexible risk scorecards
- Multi-lingual – supports scorecards for an international user base in several languages
- Task lists – personalized task lists with status
- Workflow and type support – risk processes are based on a workflow engine. Types give the ability to use multiple kinds of risk processes with different workflows.

### **3. Optional Features**

#### **3.1 IBM Emptoris Supplier Lifecycle Management on Cloud Read Only**

Client is permitted to access and search repositories, perform and approve release tasks, receive risk alerts, view and execute reports, and view and respond to qualification assessments, performance evaluations and supplier development actions.

#### **3.2 IBM Emptoris Supplier Lifecycle Management on Cloud for Non-Production Environment**

This feature can be used as part of the Client's non-production activities, including but not limited to testing, performance tuning, fault diagnosis, benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the IBM SaaS offering using published application programming interfaces.

### **4. Premium Support Offerings**

#### **4.1 IBM Emptoris Supplier Lifecycle Management on Cloud Essential Premium Support**

This offering includes up to four database refreshes per quarter, an improved target Service Level Agreement (SLA) of 99.7%, and the scheduling of upgrades over a weekend instead of during business hours.

IBM Emptoris Supplier Lifecycle Management on Cloud Essential Premium Support also provides an Accelerated Value Leader (AVL). The AVL may be an IBM employee or IBM subcontractor and will perform the following tasks:

- Problem Management - IBM will provide regular status updates, facilitate communications between Client and IBM regarding problems, drive resolution of open issues, and provide monthly management reports on activity.
- Proactive Support - IBM will provide the named contact who will provide guidance and assistance with the IBM SaaS to help reduce or prevent problems from occurring in the IBM SaaS. These activities may include, but not be limited to, alerting Client to authorized program analysis reports (called APARs) experienced by other Clients, assisting with development of risk mitigation plans when changes such as upgrades are proposed for Client's environment, participating in product-life cycle and maintenance planning, and providing periodic reporting.
- Skills Sharing - IBM will facilitate Client skills development related to the IBM SaaS by providing invitations to briefings by senior technical specialists and via early access to technical information.

Client will:



- designate a Primary Contact responsible for the receipt and dissemination of support ticket information, updates, fixes, and the prioritization of outstanding support tickets as well as reviewing Incident status reports before contacting IBM to request assistance;
- communicate contact details of the Primary Contact at commencement of the IBM SaaS and communicate any changes of Primary Contact in writing to IBM with 30 days advance notice via the AVL; and
- participate in conference calls hosted by the AVL.

#### **4.2 IBM Emptoris Supplier Lifecycle Management on Cloud Premier Premium Support**

This offering includes all of the characteristics of IBM Emptoris Supplier Lifecycle Management Essential Premium Support and the following:

- Annual Health Check Remotely Delivered Service - IBM will provide a health check assessment of the Client configuration, deployment, and usage of the IBM SaaS. The assessment will include findings and recommendations for improvement for use of the IBM SaaS. As part of this service IBM will review original documentation for Client's implementation, review open APARs, interview end users, review Client's configuration of the IBM SaaS, provide an assessment of integrations and customs for each module, and deliver an analysis report, with findings, observations and recommendations for improvement.
- Upgrade Remotely Delivered Service – IBM will provide upgrade services for Clients using version 10.0 or higher of the IBM SaaS to upgrade to a later release in the same version. Client must subscribe to a non-production environment IBM SaaS, read all new release documentation, create and own the upgrade project plan and submit the appropriate Support tickets for the IBM SaaS to be upgraded. IBM will provide guidance for the Client project and user enablement plans, review and control of IBM SaaS configuration files, review of new features, and guidance to Client for testing of the upgrade.
- Quarterly Business Reviews – IBM will engage with the Client to review the Client's IBM SaaS, including Client adoption, current actions, issues, and future plans.
- Priority scheduling for Weekend Upgrades – Client will receive preference for scheduling weekend upgrades with times reserved for Client and other Clients that purchase IBM Emptoris Supplier Lifecycle Management on Cloud Premier Premium Support.

### **5. Remotely Delivered Services**

In order for IBM to deliver the Service Engagement, Client will:

- designate a Client point of contact to whom all communications relative to the IBM SaaS will be addressed, and who will have the authority to act on Client's behalf in all matters regarding the IBM SaaS; serve as the interface between IBM and all Client departments participating in the IBM SaaS; participate in project status meetings, obtain and provide information, data, and decisions within three (3) working days of IBM's request; help resolve and escalate IBM SaaS issues within Client's organization as needed;
- provide IBM access to the Client's IBM SaaS;
- cooperate towards completing Client tasks and activities;
- acknowledge and agree that these Services are designed to support one business area implementing the software, with one set of requirements. The IBM SaaS supports deployments for multiple business areas, but additional areas may require additional Service Engagements;
- provide Client's business requirements relative to the Service Engagements purchased;
- be responsible for the development and implementation of test plans, corresponding test scripts, and associated data;
- be responsible for development of end user business procedures and development and delivery of enablement services to the end users, and
- consult with IBM prior to engaging third parties whose work may affect IBM's ability to provide the Services, and be responsible for the management and performance of the third parties.

## **5.1 Service Engagements**

### **5.1.1 IBM Emptoris Supplier Lifecycle Management Administrator Enablement Service Engagement**

IBM will provide enablement services to Client administrators for the IBM SaaS. This will include functional reviews of the administrative functions, best practice discussions, hands on experience performing the admin functions on a test site, and responding to specific Client questions occurring the course of the enablement session. Each enablement session is for one day, for one of the five specific optional IBM SaaS offerings as per Client request. IBM will conduct an enablement workshop for the IBM SaaS functions of the optional IBM SaaS selected by the Client for the enablement session. Topics will include an overview of the functions pertinent to the selected module, process for configuration of the module components, key business considerations for use of the IBM SaaS functions, and administration elements associated with the IBM SaaS functions, such as organizations, users, and categories. The workshop will include a functional overview and Client user hands on exercises for familiarization of the IBM SaaS. The IBM Emptoris Supplier Lifecycle Management Supplier On Boarding Implementation Service Engagement must be purchased and completed concurrently with this service or completed before this service is delivered.

### **5.1.2 IBM Emptoris Supplier Lifecycle Management Supplier On Boarding Implementation Service Engagement**

IBM will provide services to implement the IBM Emptoris Supplier Lifecycle Management qualification module, including supplier self-registration, to allow the Client to use SLM for the primary supplier on boarding approach for the IBM Emptoris Strategic Supply Management suite of offerings. IBM will conduct two 4-hour design workshops for the IBM SaaS. One workshop will address the supplier on boarding approach, the supplier self-registration functions and the process for clearing the supplier for next step in the on boarding process. The second workshop will address the supplier qualification process including use of an assessment questionnaire and the mastering process for enabling the supplier for availability within the IBM Emptoris Strategic Supply Management offerings that the Client has purchased. IBM will build a prototype of this process using representative Client details. IBM will provide 16 hours of enablement training to Client. IBM will support the build of configuration entries in the production IBM SaaS. This will include: registration and one assessment questionnaire (with a maximum of 75 questions each), one type, one template, and one notification bundle. IBM will provide consultative support to Client for the IBM SaaS, Client validation process, Client business procedure development, and Client end user enablement. The IBM Emptoris Strategic Supply Management Master File Implementation Service Engagement must be purchased and completed concurrently with this service or completed before this service is delivered.

### **5.1.3 IBM Emptoris Supplier Lifecycle Management Supplier Evaluation Implementation Service Engagement**

IBM will provide services to implement the IBM Emptoris Supplier Lifecycle Management Evaluation offering. IBM will conduct a 4-hour design workshop for the IBM SaaS. The workshop will address: evaluation scorecards, user roles and permissions, evaluation notifications, and Client requirements. IBM will develop a design document for a configuration approach for the evaluation elements. IBM will build a prototype of this evaluation approach using representative Client details. IBM will provide 16 hours of enablement training to Client. IBM will support the build of configuration entries in the production IBM SaaS which will include one scorecard with up to 30 criteria, one type, one Template, and one notification bundle. IBM will provide consultative support to Client for IBM SaaS usage, Client validation process, Client business procedure development, and Client end user enablement. The IBM Emptoris Supplier Lifecycle Management Supplier On Boarding Implementation Service Engagement must be purchased and completed concurrently with this service or completed before this service is delivered.

### **5.1.4 IBM Emptoris Supplier Lifecycle Management Supplier Classification Implementation Service Engagement**

IBM will provide services to effectively implement the IBM Emptoris Supplier Lifecycle Management Supplier Classification offering. IBM will conduct a 4-hour design workshop which will address: the definition of classification criteria, supplier classification analytics and reporting requirements, user roles and permissions, classification notifications, and Client requirements. IBM will develop a design document for a configuration approach for the classification elements. IBM will build a prototype of this classification approach using representative Client details. IBM will provide 16 hours of enablement training to Client.

IBM will support the build of configuration entries in production IBM SaaS. This will include one Scorecard based classification with up to 20 criteria and one notification bundle. IBM will provide consultative support to Client for software usage, Client validation process, Client business procedure development, and Client end user enablement. The IBM Emptoris Supplier Lifecycle Management Supplier On Boarding Implementation Service Engagement must be purchased and completed concurrently with this service or completed before this service is delivered.

#### **5.1.5 IBM Emptoris Supplier Lifecycle Management Supplier Risk Management Implementation Service Engagement**

IBM will provide services to implement the IBM Emptoris Supplier Lifecycle Management Risk Management offering. IBM will conduct an 8-hour Design workshop for the IBM SaaS. The workshop will address: risk model and overall process, supplier risk analytics and reporting, user roles and permissions, supplier risk notifications, and Client requirements. IBM will develop a design document for a configuration approach for the supplier risk elements. IBM will build a prototype of this supplier risk approach using representative Client details. IBM will provide 16 hours of enablement training to Client team. IBM will support the build of configuration entries in production IBM SaaS. This will include one risk scorecard with up to 20 indicators, including five alert definitions, one type, and one notification bundle. IBM will provide consultative support to Client for software usage, Client validation process, Client business procedure development, and Client end user enablement.

The IBM Emptoris Supplier Lifecycle Management Supplier On Boarding Implementation Service Engagement must be purchased and completed concurrently with this service or completed before this service is delivered.

#### **5.1.6 IBM Emptoris Supplier Lifecycle Management Supplier Development Implementation Service Engagement**

IBM will provide services to implement the IBM Emptoris Supplier Lifecycle Management Supplier Development offering. IBM will conduct an 8-hour design workshop for the IBM SaaS. The workshop will address: supplier development process with corresponding analytics and reporting, user roles and permissions, supplier risk notifications, and Client requirements. IBM will develop a design document for configuration approach for the supplier development elements. IBM will build a prototype of this Supplier development approach using representative Client details. IBM will provide 16 hours of enablement training to Client team. IBM will support the build of configuration entries in the production IBM SaaS. This will include up to three development projects and one notification bundle. IBM will provide consultative support to Client for software usage, Client validation process, Client business procedure development, and Client end user enablement. The IBM Emptoris Supplier Lifecycle Management Supplier On Boarding Implementation Service Engagement must be purchased and completed concurrently with this service or completed before this service is delivered.



## Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS and is applicable as specified in Client’s PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

### 1. Availability Credits

- a. A support ticket claim for failure to meet an SLA must be submitted within thirty business days after the event that has impacted the IBM SaaS availability. Compensation for a valid SLA claim will be a credit against a future invoice for the IBM SaaS based on the duration of time during which production system processing for the IBM SaaS is not available (“Downtime”). Downtime is measured from the time Client reports the event until the time the IBM SaaS 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 IBM SaaS 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 IBM SaaS.
- b. For bundled IBM SaaS (individual IBM SaaS offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled IBM SaaS, and not the monthly subscription fee for each individual IBM SaaS. Client may only submit claims relating to one individual IBM SaaS in a bundle at a given time.

### 2. Service Levels

Availability of the IBM SaaS during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
<99.7% for Clients that purchase Premium Support	2%
<99.0% if Premium Support is not purchased	2%
< 97.0%	5%
< 95.0%	10%

\* If the IBM SaaS was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the IBM SaaS in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%.

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 a contracted month.

Example: 500 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month -- 500 minutes Downtime = 42,700 minutes <hr style="width: 50%; margin: 10px auto;"/> 43,200 total minutes	= 2% Availability Credit for 98.8% availability during the contracted month
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