



# IBM Terms of Use - SaaS Specific Offering Terms

## IBM Emptoris Sourcing 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 Sourcing Premium on Cloud
- IBM Emptoris Sourcing on Cloud
- IBM Emptoris Sourcing on Cloud Read Only
- IBM Emptoris Sourcing on Cloud for Non-Production Environment
- IBM Emptoris Sourcing on Cloud Advanced Add-On
- IBM Emptoris Sourcing on Cloud Burst Option for EchOSTM
- IBM Emptoris Sourcing on Cloud Event Monitoring
- IBM Emptoris Sourcing on Cloud Essential Premium Support
- IBM Emptoris Sourcing on Cloud Premier Premium Support
- IBM Emptoris Sourcing RFX Implementation Service Engagement
- IBM Emptoris Sourcing Administrator Enablement Service Engagement
- IBM Emptoris Sourcing RFX Design & Implementation Service Engagement
- IBM Emptoris Sourcing RFX Advanced Sourcing Implementation Service Engagement

### 2. Charge Metrics

The IBM SaaS offering is sold under the following charge metric(s):

- Authorized User** is a unit of measure by which the IBM SaaS can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the IBM SaaS 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 PoE or Transaction Document.
- 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.
- Event** is a unit of measure by which the IBM SaaS can be obtained. An Event is a unique report generated from the processing of an email, email list, html code, domain or IP address by the IBM SaaS. Sufficient entitlements must be obtained to cover the number of Events used during the measurement period specified in a PoE or Transaction Document.  

For purposes of this IBM SaaS, an Event is a unique report generated from the processing of an email, email list, html code, domain or IP address by the IBM SaaS.
- 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 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.

#### 3.4 On Demand Charges

On-Demand options will be invoiced in the month the on-demand option is made available to the Client and will be invoiced as set forth in the Transaction Document.

### 4. On Demand Services

#### 4.1 IBM Emptoris Sourcing on Cloud Event Monitoring

IBM Emptoris Sourcing on Cloud Event Monitoring may be obtained on an on-demand basis, and will be billed based on the number of Events in a given month.

- a. Support specialists will manage the tactical responsibilities associated with all event types that can be configured in the system.
- b. Tactical responsibilities include:
  - (1) Help creating an event as defined above;
  - (2) Web based supplier training up to 90 minutes per event;
  - (3) Help running the event.

Specific information regarding Event Monitoring can be found at:

[http://public.dhe.ibm.com/software/commerce/emptoris/EMS\\_Process\\_Document.pdf](http://public.dhe.ibm.com/software/commerce/emptoris/EMS_Process_Document.pdf)

### 5. Renewal of a Subscription Period

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.

### 6. 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
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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

## 7. IBM SaaS Offering Additional Terms

### 7.1 General

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

### 7.2 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.

### 7.3 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.

### 7.4 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.

## **7.5 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.

## **7.6 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.

## **7.7 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 Sourcing on Cloud Essential or IBM Emptoris Sourcing on Cloud Premier Premium Support. IBM Emptoris Sourcing 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.

## **7.8 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.

## **7.9 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.

## **7.10 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

## **7.11 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 Sourcing on Cloud and IBM Emptoris Sourcing Premium on Cloud.

## **7.12 Entitlements Not Required**

Administrative users are included in the IBM SaaS offering. Client is not required to obtain Authorized User entitlements for administrative users of the IBM SaaS.

An administrative user is authorized to create the following: internal or external users, internal or external organizations, currency tables, system level templates, categories, data sources, groups, roles and

workflows. An administrative user may also manage the following: notifications, system level configurations, categories and master supplier records.

Any external user (users associated with external third parties with whom Client is engaged) may be provided access to the IBM SaaS 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. Guest Users are provided support for the following items only:

- Password and login issues
- Navigation
- Browser issues
- Product functional questions

Please contact IBM for support in languages other than English.

### **7.13 Official Journal of the European Union (OJEU) Notices**

If a Client utilizes the OJEU feature where the sourcing system transmits data to the Tenders Electronic Daily (TED) site, the Client is responsible for applying to the OJEU and passing the GAMMA testing. The data transmission is solely between the Client and this third party site. 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.

## Appendix A

IBM Emptoris Sourcing on Cloud is a system where Clients can manage sourcing events including: Request for Information (RFI), Request for Quotes (RFQ), Request for proposals (RFP), buyer surveys, reverse English auctions, and forward auctions. This IBM SaaS allows Client to create, run, monitor, report (using standard reports), and award bids and responses submitted from suppliers.

The IBM SaaS infrastructure is configured to support:

- 300 Concurrent Users running RFP, RFI, RFQ or buyer survey events; or
- 270 Concurrent Users running English reverse and English forward auctions; or
- 60 Concurrent Users running Japanese or Dutch reverse or forward auctions.

Concurrent Users are defined as users who are logged onto and active in the system concurrently. The system may be configured to process additional volume of Concurrent Users depending upon various factors. Additional infrastructure resources may be required to support larger usage volumes.

The base features allow Client to:

- create and run RFI, RFQ, RFP, buyer surveys, reverse English auctions, and forward auctions;
- create templates of the above event types;
- leverage the smart data framework and library functions to help create events;
- report data on events using a set of standard reports;
- the ability to set up one buying organization.

The advanced features provide Client:

- Sourcing Desktop Intelligence (SDI) to export bid data and access capabilities in Microsoft Excel to perform a number of analytical tasks;
- scenario analysis to create constraints to meet Client's unique sourcing requirements and business preferences with pre-built sourcing optimization functionality;
- optimized auctions to create constraints that will enable a buyer to run optimization throughout the event so cost will not be the only factor for ranking a supplier in an auction;
- flexible bidding to allow bundle bidding, business volume bidding and volume business discounts;
- supplier decision support and collaboration which provides feedback to suppliers on their bids, allowing them to offer innovative solutions, emphasize their competitive advantage and optimize their bids; and
- one and two envelope bidding that allows a buyer to configure an RFP as a one envelope or two envelope structure.

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 or has purchased the IBM Emptoris Strategic Supply Management Encrypted Database on Cloud; otherwise, Client is responsible to encrypt content prior to adding to the IBM SaaS.

### 1. 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.

## **1.1 IBM Emptoris Sourcing Premium on Cloud**

This IBM SaaS includes the base features and advanced features.

## **1.2 IBM Emptoris Sourcing on Cloud**

This IBM SaaS includes the base features only.

## **2. Optional Features**

### **2.1 IBM Emptoris Sourcing on Cloud Advanced Add-on**

This IBM SaaS adds the advanced features to IBM Emptoris Sourcing on Cloud. Client must have an existing IBM Emptoris Sourcing on Cloud Subscription to purchase this option.

### **2.2 IBM Emptoris Sourcing on Cloud Burst Option for EchOSTM**

This IBM SaaS offering provides the capability to increase capacity needs higher than the standard server configuration by adding additional servers to the configuration.

### **2.3 IBM Emptoris Sourcing on Cloud Event Monitoring**

This IBM SaaS offering is an on-demand service that will coordinate with Client to run and monitor events as well as train suppliers and support them throughout the lifecycle of the event.

### **2.4 IBM Emptoris Sourcing on Cloud Read Only**

The Client is permitted to view, monitor, search, run reports and score the Events to which they have been invited.

### **2.5 IBM Emptoris Sourcing on Cloud for Non-Production Environment**

The IBM SaaS 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 using published application programming interfaces.

## **3. Premium Support Offerings**

### **3.1 IBM Emptoris Sourcing 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 Sourcing 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.

## 3.2 IBM Emptoris Sourcing on Cloud Premier Premium Support

This offering includes all of the characteristics of IBM Emptoris Sourcing on Cloud 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.
- Custom Code Installation – IBM will provide for the installation of custom code created by IBM Professional Services (pursuant to a separate agreement between the parties) as part of the IBM SaaS.
- 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 Sourcing on Cloud Premier Premium Support.
- External Code – Client must subscribe to IBM Emptoris Sourcing on Cloud Premier Premium Support in order to have custom artifacts installed in the IBM SaaS such as user exits, adapters, or other external processes.

## 4. Remotely Delivered Services

In order for IBM to deliver the Service Engagements, 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; and
- 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, be responsible for the management and performance of the third parties.

### 4.1 Service Engagements

#### 4.1.1 IBM Emptoris Sourcing RFX Implementation Service Engagement

IBM will provide services to effectively Implement the IBM SaaS to allow the Client to run eRFx and eAuction events in support of a procurement transformation activity. IBM will conduct two 4-hour design



workshops for the IBM SaaS. One workshop will address the administrative setup of the IBM SaaS such as organization, users and assignment to sourcing roles, supplier approach, and categories for linking with sourcing events. The other workshop will focus on content configuration associate with eRFx, such as notifications, smart data library, contract templates, configuration options, and the functions for importing and exporting sourcing event details. IBM will provide up to 24 hours of enablement for configuration of eRFx events, including eAuction events. IBM will configure a small number of representative configuration, such as up to three notifications, five smart data library entries, and one RFx template. 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 Strategic Supply Management Master File Implementation Service Engagement must be purchased and completed concurrently with this service or completed before this service is delivered.

#### **4.1.2 IBM Emptoris Sourcing Administrator Enablement Service Engagement**

IBM will provide enablement services to Client administrators of 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 during the course of the enablement session. IBM will conduct an enablement workshop for the IBM SaaS functions within the IBM Emptoris Strategic Supply Management module. Topics of the workshop include overview of eRFx events, categories, internal organizations, user roles, configuration properties, notifications, Templates, reporting, supplier onboarding relative to sourcing, import/export functions, eRFx evaluation tools, and terms of use functions. The workshop will include a functional overview and Client user hands on exercises for familiarization of the IBM SaaS. The IBM Emptoris Sourcing RFx Implementation Service Engagement must be purchased and completed concurrently with this service or completed before this service is delivered.

#### **4.1.3 IBM Emptoris Sourcing RFx Design & Implementation Service Engagement**

IBM will provide sourcing Event design services to support a Client sourcing event project. These services will include sourcing strategy, configuration of the sourcing event in the IBM SaaS, event level support during the open time of the sourcing event, evaluation strategy, and evaluation of the supplier responses. These services are provided on a per-event basis. Note that one sourcing event may involve use of several of the eRFx types available in the software module, such as RFI, RFP, or eAuction. IBM will conduct an Event requirements workshop to obtain the goals and requirements details from the Client. IBM will develop an event strategy, including configuration of the event, and an evaluation approach. IBM will configure the event in the IBM SaaS. IBM will enable the invited suppliers for participation in the bidding activities for the event. IBM will provide evaluation results once the event has closed, based on tools in the software and the evaluation approach. IBM will provide event management services during the open period of the event. The IBM Emptoris Sourcing RFx Implementation Service Engagement must be purchased and completed concurrently with this service or completed before this service is delivered.

#### **4.1.4 IBM Emptoris Sourcing RFx Advanced Sourcing Implementation Service Engagement**

IBM will provide enablement and implementation services to Client for the advanced features of the IBM SaaS. This includes use of the decision support functions, use of Client defined item fields and bid fields, and use of bid field formulas. Also include review of the eAuction methods available in the system. IBM will conduct a two day enablement workshop for the advanced features of the IBM SaaS including Client defined item fields, bid fields, and formula fields, use of multi round function, use of targeted invite to the sourcing event, review and use of decision support analysis and reporting tools. The workshop will include a functional overview and Client user hands on exercises for familiarization of the IBM SaaS. The IBM Emptoris Sourcing RFx 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 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.

**1. Availability Credits**

A support ticket claim 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.

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

<p>43,200 total minutes in a 30 day Contracted Month                  -- 500 minutes Downtime                  = 42,700 minutes</p> <hr/> <p>43,200 total minutes</p>	<p>= 2% Availability Credit for 98.8% availability during the contracted month</p>
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