

IBM Digital Twin Exchange Client Application

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

The Cloud Service provides an e-commerce platform through which IBM and authorized third party providers may upload, list and manage digital content ("Digital Twin(s)") to offer to Clients for purchase.

1.1 Offerings

The Client may select from the following available offerings

1.1.1 IBM Digital Twin Store Credit

IBM Digital Twin Store Credit allows Client to purchase Credit entitlements that may be allocated and applied to the purchase of Digital Twins on the IBM Digital Twin Exchange in accordance with the terms defined in Section 5 below.

1.1.2 IBM Digital Twin Store: No Charge Digital Twins

Digital Twins made available by the provider for no charge are subject to the additional terms defined in Section 5 below.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at www.ibm.com/dpa/dpl apply.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=E609ABF082F611E9BFD5252BC35BF06E>

3. Service Levels and Technical Support

3.1 Service Level Agreement

Not Applicable for this Cloud Service.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Credit is a value available to Client applied to the acquisition or use of the Cloud Service.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 Additional Terms for the IBM Digital Twin Store Credit

5.1.1 Store Credit

Client may apply Store Credit entitlements toward Digital Twins offered in the Cloud Service in the form of credits. Currency conversion done when purchasing Store Credit will round the Store Credit entitlements up to the nearest credit. Published prices in the Cloud Service are reflected in credits. There is no minimum number of Store Credits that must be purchased. Any unused Store Credits are considered exhausted after 12 months from the purchase date.

5.1.2 Digital Twin Listing Price

Digital Twin providers determine the pricing of their respective Digital Twins in the Cloud Service.

5.2 Additional Terms for the IBM Digital Twin Exchange

5.2.1 Digital Twin Terms of Use. The Digital Twins made available for Client's purchase in the Cloud Service are provided by third parties and are governed by separate terms of use. Such terms of use are between Client and the provider. IBM is not a party to those agreements. The terms of this Agreement pertain to the Cloud Service and not to any Digital Twin. IBM does not endorse, recommend, vet or warrant Digital Twins in the Cloud Service.

5.2.2 Digital Twin Support. The Support described herein applies to the Cloud Service only. Any support for a Digital Twin will be provided by the Digital Twin provider and/or its suppliers. Terms of support shall be described in the applicable terms of use.

5.2.3 Download Expiration. IBM shall make purchased Digital Twins available in the Cloud Service for a period of ninety (90) days beginning on date of purchase ("Download Period"). Client should ensure that it retains a local copy of such Digital Twin within the Download Period, in accordance with the Digital Twin terms of use. Should Client require a copy of the Digital Twin after the Download Period, Client must inquire directly with the applicable provider. IBM is not obligated to provide copies of Digital Twins to Client after the Download Period. The foregoing paragraph is not applicable for Digital Twins only available directly from the Provider.