

# Doing Business with IBM

A guide for ReaQta Business Partners in Asia Pacific



## Welcome to IBM!

On Nov. 2, 2021, IBM Security announced an expansion of its cybersecurity threat detection and response capabilities with its plan to acquire ReaQta BV and ReaQta Pte Ltd (collectively, “ReaQta”), a top-tiered AI Autonomous Detection & Response platform. On September 1, 2022, ReaQta’s business will be transferred to, and conducted by, IBM Corporation and its affiliates (collectively “IBM”).

This “Doing Business with IBM” guide describes the operational changes to expect and resources available to help ensure a smooth transition to IBM’s business systems and processes. Please review the details provided in this guide and share this information with the appropriate individual(s) in your company who are also engaged with ReaQta and IBM. Please note that this information relates to your legacy ReaQta Channel agreement which will service active, existing entitlements that continue after September 1, 2022.

At the end of May, you should have received a communication inviting you to become an authorized IBM business partner by joining [PartnerWorld](#) and applying to one of IBM’s partner programs. The same communication also outlined important changes to your ReaQta Channel agreement. If you have not received such a communication, or have any questions regarding IBM’s partner programs, please contact your IBM ReaQta representative.

If you have not yet completed your application to an IBM partner program, please do so at your earliest opportunity as the majority of any new business after September 1, 2022 must be transacted via such an agreement.

Our goal is to make this transition as seamless as possible. If, upon review of this information, you have additional questions or require assistance, again please contact your IBM ReaQta representative.

## Important Highlights

Effective September 1, 2022, any agreements you have with ReaQta that remain effective will be managed by the IBM Company that does business in the country where you are located or the IBM Company in the country servicing your location, as applicable. You will receive formal notice of contract assignment in a separate communication.

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## Important action: Create an IBM account

IBM offers the “[My IBM](#)” portal to make it easier for customers and partners to manage their account information, payment methods, support requests and more in one convenient and secure location. To access My IBM, along with the other online tools referenced in this document, you first must create an IBM account (often referred to as your IBMid). Note that this is a separate ID to the one you will have for PartnerWorld.

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### Step 1: Create an IBM account with a unique IBMid

Registering for an IBM account provides you with access to the My IBM portal and other IBM.com applications, along with enhanced features such as trials, demos, and starter kits.

Create your IBM account here: <https://www.ibm.com/account>. **The email address used to register for your IBM account will become your IBMid.**

If you are a current IBM customer or partner with an IBM account, you may continue to use your existing account and do not need to create a new one. If you require assistance with recovering a lost IBMid or password, please contact the IBMid worldwide help desk as referenced below.

**Note:** There may be a delay of up to 15 minutes before you will be able to use your new IBMid to access IBM applications

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### Step 2: Complete your profile

Once you have created your IBM account and logged into My IBM using your IBMid, complete your [profile](#) by adding your contact information and preferences.

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### Need assistance?

For additional information and guidance, please consult the IBMid worldwide help desk: <https://www.ibm.com/ibmid/myibm/help/uk/helpdesk.html>.

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## Changes to Billing & Invoicing

Beginning with the September 2022 billing cycle, the vendor name and remit-to instructions on invoices will change from ReaQta's to IBM's. Please update your systems and processes in order to remit payment as instructed on your IBM invoice to ensure proper application of your payment.

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### Customer numbers

Effective September 1, 2022, IBM invoices and order-related communications will include the customer number used by IBM to identify your account.

**Note:** Your customer number is different from your IBMid, which is selected by you during the registration process and used to access IBM applications (see “Important action: Create an IBM account”).

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### Invoice or payment questions

For IBM-issued invoice or payment questions, please visit our [Customer Support website](#) which offers access to self-service online tools, answers to frequently asked questions, and options for contacting the IBM Customer Support team online or by telephone.

For your convenience, the Customer Support website and phone number will also appear on your invoices from IBM.

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### Purchase orders

If your IBM invoice cannot be paid without a new purchase order (PO) issued to IBM, please take the necessary actions now to issue a new one. Clients with future billing requirements for active contracts may be contacted by IBM to submit a new PO.

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## Taxes

ReaQta's tax identification numbers will change to IBM's.

Applicable local, state, and/or country-specific taxes will be applied to your IBM invoice (unless you have a valid tax exemption certificate on file with IBM). To maintain sales and use tax or local V.A.T exempt status on your account, a valid exemption certificate must be provided to your Accounts Receivable Representative or Customer Support Representative. The exemption certificate should be based on your service address.

For assistance with tax exemption certificates or clarification on the tax applied to your IBM invoice, please contact [Customer Support](#). The address for the Customer Support website will also appear on your invoices from IBM.

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## Invoice delivery and frequency

Beginning in September 2022, invoices from IBM for ReaQta software offerings will be issued to the "Bill To" contact on file for your account. In most cases the frequency of these invoices will remain the same as it was under ReaQta.

Invoices from IBM for ReaQta services and statements of work (SOW) will be issued separately from any software invoices.

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## Standard payment terms

While IBM standard payment terms of "due upon receipt" will automatically appear on your IBM-issued invoices, IBM will continue to honor the payment terms established in your active ReaQta contract(s) for the duration of the existing contract.

**Note:** If you are contacted by an IBM Accounts Receivable representative for late payment, please make them aware that you are a heritage ReaQta business partner with unique payment terms defined in your contract with ReaQta.

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## Access your invoices online

“Invoices@IBM” is a portal that allows you to view your IBM invoices online, along with many additional features. You can view, print, route and download invoice information to a spreadsheet. If you view your invoice and have a question, there is an option to create an online inquiry so you can get help quickly without having to pick up the phone and call. At login, you can specify customer number, invoice number, or date range to bring up a list of all invoices associated with your account and available to view. Whenever a new invoice is issued for your account, you will be sent an email notification so you can login and access immediately.

“Invoices@IBM” can be found here: <https://www.ibm.com/support/customer/invoices/welcome>.

**Note:** If you are a first-time user, you will need to log in using your IBMid and follow the simple sign-up registration process. Once you are registered, you will need the [customer number](#) referenced on your IBM invoice in order to associate your invoices with your account.

If your company is currently receiving ReaQta invoices via an electronic invoicing platform and you require assistance configuring your system to receive IBM invoices via the same platform, please use one of the [contact options](#) listed on the Customer Support website and our electronic invoicing expert will contact you.

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## Vendor name and remit-to information for invoice payments

Beginning with your first IBM-issued invoice, the vendor name and remit-to information for payments will change to the applicable IBM local/regional operation covering your location. Bank account information and directions for remitting payment will be included on your invoices from IBM.

Information about the payment methods accepted by IBM, including credit card and Electronic Data Interchange, can also be found in the “Invoices and payments” section of the Customer Support website [FAQs](#).

**Note:** For invoices issued by ReaQta, please continue to use the former remit-to address, payable to ReaQta, as it appears on those invoices to ensure correct application of payment.

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### **Currency**

In some countries, the currencies used by IBM may be different than those used by ReaQta, therefore new transactions with IBM may be in a different currency than your previous transactions with ReaQta.

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### **Language**

IBM invoices will be in the language of the IBM entity servicing your location. In some countries, this may result in your IBM invoices being in a different language than your previous ReaQta invoices.

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### **Product names and descriptions**

ReaQta product and services names and descriptions will be replaced with IBM names and descriptions. These new names and descriptions will begin to appear on your invoices and quotes from IBM.

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## New Purchases & Contracts

Net new purchases from IBM must be made under an IBM Channel agreement which include Reseller or Embedded Solution Agreements through an IBM authorized Value Added Distributor (VAD). Expansion transactions against legacy contract entitlements is permitted via your assigned ReaQta Channel agreement until the term of the entitlement ends.

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### Credit

For each IBM business partner transacting directly with IBM (Tier 1 relationship), credit assessment is one component of the order management process. Credit assessment is performed when you have your first transaction with IBM after September 1, 2022. In the majority of cases, the credit assessment is a function of publicly available data. Absent this, it is likely that financial statements will be requested with which to evaluate credit worthiness. Such a request would typically be for the prior two year's audited income statement and balance sheet.

It is possible – although rare – that transacting directly with IBM could be done only on a cash basis (payment at time of order) or with inclusion of a bank guarantee.

Purchase credit is granted commensurate with expected, near-term revenue generation and is influenced by historical revenue, payment history, and your company's size and financial strength. Also, payment terms called out in your active ReaQta contract will be honored by IBM for the duration of your current contract.

Finally, using the sales forecast, the credit assessment can take place well before submission of the actual software order. Your IBM ReaQta partner representative will manage this process inside of IBM.

In addition to purchase credit, IBM Global Finance offers other programs that may be applicable, such as credit lines and end user financing. If interested, the next step would be to alert your IBM ReaQta partner representative.

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## Renewals

ReaQta renewals will be integrated into IBM processes and IBM Terms & Conditions in the phased approach defined below.

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### **Renewal date prior to September 1, 2022**

Partners with renewal dates or contracts that expire prior to September 1, 2022 should have received a renewal notice from ReaQta and should have proceeded with confirming their renewal by the date specified on the notice or August 31, 2022, whichever is earlier, to ensure that there are no disruptions in service.

Contracts not renewed by August 31, 2022 will be re-quoted on or after September 1, 2022 by IBM under standard IBM Terms & Conditions.

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### **Renewal date between September 1, 2022 and October 31, 2022**

Partners with renewal dates that expire between September 1, 2022 and October 31 2022 should have received a renewal letter and quote from ReaQta to secure their renewal by August 31, 2022, on ReaQta Terms & Conditions, to ensure that there are no disruptions in service.

Contracts not renewed by August 31, 2022, will be re-quoted on or after September 1, 2022, by IBM under standard IBM Terms & Conditions.

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### **Renewal date after August 31, 2022 and not renewed prior to September 1, 2022**

Renewals will be quoted by IBM under standard IBM Terms & Conditions.

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## Data Processing

In accordance with the IBM notice to you in regard to your ReaQta contract, IBM is now your new processor relative to the data processing for the purposes of providing the contracted services. IBM itself will keep the list of Subprocessors up-to-date to reflect any intended addition or replacement of Subprocessors. To be notified of changes to the Subprocessor list, you may subscribe to receive updates to the corresponding DPA Exhibit via the IBM Terms site at: [ibm.com/terms/?cat=dpa-exhibits](http://ibm.com/terms/?cat=dpa-exhibits). If you do not subscribe, you can still access the above link to see the updated Subprocessor list at any time.

IBM's Data Processing Addendum (DPA) and Exhibits available at <http://ibm.com/dpa> (DPA) shall apply to personal data processed under your contract, if and to the extent that: i) the General European Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> are applicable.

## Technical Support – [ReaQta.Support@ibm.com](mailto:ReaQta.Support@ibm.com)

On September 1, 2022, the [Support@ReaQta.com](mailto:Support@ReaQta.com) email address used to contact ReaQta Technical Support will change to a new IBM email address, [ReaQta.Support@ibm.com](mailto:ReaQta.Support@ibm.com). **Please ensure the appropriate individuals within your organization are aware that beginning September 1, 2022, they should use the [ReaQta.Support@ibm.com](mailto:ReaQta.Support@ibm.com) email address when contacting ReaQta Technical Support.**

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### Future updates

As we work to integrate our technical support interfaces, we will offer customers expanded capabilities through the existing IBM infrastructure. You will be notified prior to the implementation of any changes in how you access support.

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## ReaQta Services

IBM will assume any ongoing ReaQta services engagements and SOWs including MDR, configuration, implementation, provisioning, consulting, and training and will perform as originally contracted. There are no immediate changes planned regarding the associated delivery methodology or staffing.

After September 1, 2022, any extensions or changes to existing SOWs will be executed under an IBM agreement.

## Privacy Policy

At IBM we value your privacy and are committed to protecting and processing your personal information responsibly. The IBM privacy statement describes how IBM collects, uses and shares your information, including personal information such as business contact information or account information processed by IBM in administering the contractual relationship with you. IBM's privacy policy may be viewed online at <https://www.ibm.com/privacy>.

For any questions about your data processing agreement or the privacy policy, please contact your IBM representative or see the contact information within IBM's privacy policy for any questions about how IBM collects, uses, or shares your information.

## Currency Table

The table details the currency that IBM or its Business Partners do business in for various countries in Asia Pacific.

| <b>Currency</b> | <b>Country</b>                        |
|-----------------|---------------------------------------|
| AUD             | Australia                             |
| IDR             | Indonesia                             |
| USD or SGD      | Singapore                             |
| USD             | Hong Kong, Malaysia, Taiwan, Thailand |

Note: Services and other offerings covered by Statements of Work are usually provided in local currency.

## Appendix

Note: These amendments relate to the country the contract is assigned to.

### **Australia:**

All prices or other sums payable or consideration to be provided under or in accordance with your agreement/s are exclusive of goods and services tax (“GST”) or similar/like taxes imposed in Australia. If GST is imposed on any supply made under or in accordance with your agreement/s, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount must be made at the same time as payment for the taxable supply is required to be made.

**Indonesia:**

The price excludes Value Added Tax, Sales Tax, Services Tax or other indirect tax, to be charged in addition to the price pursuant to the prevailing and future tax law. IBM will issue a Tax Invoice, where required under the relevant law.

Should you be required under tax law to withhold or deduct any portion of the payments due to IBM, then you will provide IBM with a valid withholding tax certificate of such taxes paid within 30 (thirty) days of making the withholding tax, otherwise in the event you do not submit such certificate, then you shall reimburse IBM with the cash equivalent of the amount withheld. You hereby indemnify and hold IBM harmless of any claim by a competent Tax Authority related to the tax payments under your responsibility in connection with this SOW, including penalties, expenses and/or attorney fees, arising of negligence from your end due to such obligation.

IBM will not be liable for any tax levy or penalties that may result from your failing to withhold the correct amount of tax or take the necessary actions for the assessment of such withholding tax.

**Singapore (and for Hong Kong, Malaysia, and Thailand):**

All prices or other sums payable or consideration to be provided under or in accordance with your agreement/s are exclusive of goods and services tax ("GST") or similar/like taxes imposed in Singapore. If GST is imposed on any supply made under or in accordance with your agreement/s, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount must be made at the same time as payment for the taxable supply is required to be made.

Should the competent authority impose any duty, tax, levy or fee, then you agree to pay this duty, tax, levy or fee, excluding those based on IBM's net income, at the prevailing rate. Should the competent authority amend the applicable duty, tax, levy or fee during the term of the agreement with you, IBM reserves the right to adjust the duty, tax, levy or fee payable under the agreement accordingly.

In relation to Withholding Taxes, should you be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, and IBM is unable to recover such amounts, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made.

Regardless of whether IBM can recover such amounts, should IBM request, you agree to provide IBM with a valid certificate of such taxes paid within sixty (60) days of making the related payment to IBM.

**Additional Amendment for Malaysia:**

DSW and SaaS products are subject to 6% Digital Services Tax (“DST”) in Malaysia where i) the “digital services” definition applies, and ii) you the client fulfils the “consumer” definition. For the purposes of this clause “digital services” means any service that is delivered or subscribed over the internet or other electronic network and which cannot be obtained without the use of information technology and where the delivery of the service is essentially automated; “consumer” means any person who fulfils any two of the following: a) makes payment for digital services using credit or debit facilities provided by any financial institution or company in Malaysia; b) acquired digital services using an internet protocol address registered in Malaysia or an international mobile phone country code assigned to Malaysia; c) resides in Malaysia.

In the event the Parties agree, or a ruling or decision is otherwise obtained from a competent authority that the amount(s) payable under the agreement are qualify for relief, reduction or exemption from applicable taxes (including but not limited to Sales and Services Taxes), the Party eligible for such relief, reduction or exemption shall make available all proofs, documentation or other information as reasonably required by IBM to support the non-charging or application of a reduced rate of tax to you. You are responsible for providing updated proofs, documentation or other information to support the non charging or application of a reduced rate of tax over the life of the agreement. In the event the proofs, documentation or other information provided by you are no longer valid or expire, IBM shall discontinue the relief, exemption or reduced rate with effect from the date that the proofs, documentation or other information are no longer valid or support the application of tax relief, exemption or reduced rate.

**Taiwan:**

All prices or other sums payable or consideration to be provided under or in accordance with your agreement/s are exclusive of goods and services tax ("GST") or similar/like taxes imposed in Singapore. If GST is imposed on any supply made under or in accordance with your agreement/s, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount must be made at the same time as payment for the taxable supply is required to be made.

In relation to Withholding Taxes, should you be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made.

Should IBM request, you agree to provide IBM with a valid certificate of such taxes paid within sixty (60) days of making the related payment to IBM.