



# IBM Terms of Use – SaaS Specific Offering Terms

## IBM Tealeaf Customer Experience 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 Tealeaf CX on Cloud
- IBM Tealeaf CX on Cloud Reporting Data Retention Extension
- IBM Tealeaf CX on Cloud Capture Data Retention Extension
- IBM Tealeaf CX on Cloud Additional Users
- IBM Tealeaf CX on Cloud Network Capture Add-On
- IBM Tealeaf CX on Cloud Network Capture Data Retention Extension Add-On

### 2. Charge Metrics

The following IBM SaaS offerings are covered by these SaaS Specific Offering Terms:

- a. Million Interactions (MIs) is a unit of measure by which IBM SaaS can be obtained. An Interaction is a digital interaction with an application captured by the IBM SaaS, either at the network level (e.g., a request and response pair (“Hit”) over http or https) or otherwise. Sufficient MI entitlements must be obtained to cover the number of Interactions processed 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. 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 Proof of Entitlement (PoE) or Transaction Document.

### 3. Charges and Billing

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

#### 3.1 Partial Month Charges

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

#### 3.2 Overage Charges

If Client’s actual usage of the IBM SaaS in any quarter (based on a calendar year beginning January 1) exceeds three (3) times the entitlement specified in a PoE or Transaction Document, then Client will be invoiced for the overage in accordance with the overage rates specified in the applicable PoE or Transaction Document.

### 4. Remote Services (Human Based) Charges

Remote Services are acquired under the Engagement charge metric and will be billed at the rate specified in the Transaction Document.

#### **4.1 IBM Tealeaf CX on Cloud Onboarding Service**

This onboarding service provides the following remote consulting, product training, and configuration for onboarding the Client to IBM Tealeaf CX on Cloud based on the allocation of remotely delivered services listed below:

- Provides up to 24 hours of services to assist Client with the implementation and instrumentation of the Tealeaf software development kit (SDK).
- Provides up to 24 hours of training to educate Client on general product information and overall usage.

The IBM Tealeaf CX on Cloud Onboarding Service is purchased per Engagement with one Engagement per Client. The Remote Service expires 90 days from the date Client is notified by IBM that access to the IBM SaaS is available regardless of whether all hours have been used.

#### **4.2 IBM Tealeaf CX on Cloud Basic Deployment and Analytics Service**

Tealeaf SaaS Customer Experience Basic Deployment and Analytics Services provide an extended set up package and an ongoing best practices and analytics service available at either six (6) or twelve (12) months of service. The extended set up package delivers 112 hours of remotely delivered extended deployment services, includes SDK extensions and configurations for custom data capture needs, SDK optimizations, replay configuration (up to 3 use cases), data validation, and a 'known issues KPI analysis' report. The ongoing best practices and analytics services deliver 16 hours per month for Client's six or twelve month remotely delivered service period, which includes ongoing data capture configuration, data validation and report configuration, customer experience investigation, and business impact analysis.

- IBM Tealeaf CX on Cloud Basic Deployment and Analytics 6 Months Service provides 208 hours of services combining an extended set up package and ongoing analytics service for six months. This Service expires 212 days from the start date of the engagement regardless of whether all hours have been used.
- IBM Tealeaf CX on Cloud Basic Deployment and Analytics 12 Months Service provides 304 hours of services combining an extended set up package and ongoing analytics service for twelve months. This Service expires 395 days from the start date of the engagement regardless of whether all hours have been used.

#### **4.3 IBM Tealeaf CX on Cloud Standard Deployment and Analytics Service**

Tealeaf SaaS Customer Experience Standard Deployment and Analytics Services provide an extended set up package, a best practices package, and an ongoing best practices and analytics service available at either six (6) or twelve (12) months of service. The extended set up package delivers 112 hours of remotely delivered extended deployment services, which includes SDK extensions and configurations for custom data capture needs, SDK optimizations, replay configuration (up to 3 use cases), data validation, and a 'known issues KPI analysis' report. The best practices package provides 80 hours of remotely delivered custom experience investigation and a business impact analysis. The ongoing best practices and analytics services deliver 40 hours per month for Client's six or twelve month remotely delivered service period, which includes ongoing data capture configuration, data validation and report configuration, customer experience investigation, business impact analysis.

- IBM Tealeaf CX on Cloud Standard Deployment and Analytics 6 Months Service provides 432 hours of services combining an extended set up package, a best practices package, and an ongoing best practices and analytics service for six months. This Service expires 212 days from the start date of the engagement regardless of whether all hours have been used.
- IBM Tealeaf CX on Cloud Standard Deployment and Analytics 12 Months Service provides 672 hours of services combining an extended set up package, a best practices package, and an ongoing best practices and analytics service for twelve months. This Service expires 395 days from the start of the engagement regardless of whether all hours have been used.

#### **4.4 IBM Tealeaf CX on Cloud Advanced Deployment and Analytics 12 Months Service**

Tealeaf SaaS Customer Experience Advanced Deployment & Analytics 12 Months Services provides 1,080 hours of services combining an extended set up package, a best practices package, an ongoing best practices and analytics service for 12 months, and the AVP One-point Program for 12 months. The extended set up package delivers 112 hours of remotely delivered extended deployment services, which includes SDK extensions and configurations for custom data capture needs, SDK optimizations, replay configuration (up to 3 use cases), data validation and a 'known issues KPI analysis' report. The best

practices package provides 80 hours of remotely delivered customer experience investigation and a business impact analysis. The ongoing best practices and analytics services delivers 64 hours per month for 12 months of remotely delivered services which includes ongoing data capture configuration, data validation and report configuration, customer experience investigation, business impact analysis and data science services. The AVP One-point program delivers 10 hours of remotely delivered personalized support service, with a named contact. This Service expires 395 days from the start date of the engagement regardless of whether all hours have been used.

**4.5 IBM Tealeaf CX on Cloud Basic Ongoing 12 Months Service**

Tealeaf SaaS Customer Experience Basic Ongoing 12 Months Services provides 232 hours of remotely delivered ongoing best practices and analytics service for 12 months. It delivers a remotely delivered deep dive analyst health check for 40 hours, and a remotely delivered ongoing service 16 hours per month for 12 months which includes data capture configuration, data validation and report configuration, customer experience investigation and business impact analysis. This Service expires 395 days from the start date of the engagement regardless of whether all hours have been used.

**4.6 IBM Tealeaf CX on Cloud Standard Ongoing 12 Months Service**

Tealeaf SaaS Customer Experience Standard Ongoing 12 Months Services provides 520 hours of remotely delivered ongoing best practices and analytics service for 12 months. It delivers a remotely delivered deep dive analyst health check for 40 hours, and a remotely delivered ongoing service of 40 hours per month for 12 months which includes data capture configuration, data validation, report configuration, customer experience investigation and business impact analysis. This Service expires 395 days from the start date of the engagement regardless of whether all hours have been used.

**4.7 IBM Tealeaf CX on Cloud Advanced Ongoing 12 Months Service**

Tealeaf SaaS Customer Experience Advanced Ongoing 12 Months Services provides 928 hours of remotely delivered ongoing best practices and analytics service for 12 months. It delivers a remotely delivered deep dive analyst health check for 40 hours, a remotely delivered ongoing service of 40 hours per month for 12 months which includes data capture configuration, data validation, report configuration, customer experience investigation, business impact analysis and data science services and the AVP One-point program delivers 10 hours of remotely delivered personalized support service, with a named contact. This Service expires 395 days from the start date of the engagement regardless of whether all hours have been used.

**5. 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.

**6. Technical Support**

Technical support is provided for the IBM SaaS offering and Enabling Software, as applicable, during the Subscription Period. During the Subscription Period and after IBM notifies Client that access to the IBM SaaS is available, technical support for the IBM SaaS is provided via email, online support system, and by phone. Any enhancements, updates, and other materials provided by IBM as part of any such technical support are considered to be part of the IBM SaaS and therefore governed by this ToU. Technical support is included with the IBM SaaS and is not available as a separate offering.

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

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
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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.	Within 1 hour	24x7
2	Significant business impact: A service business feature or function of the service is severely restricted in its use or Client is in jeopardy of missing business deadlines.	Within 2 business hours	M-F business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 4 business hours	M-F business hours
4	Minimal business impact: An inquiry or non-technical request	Within 1 business day	M-F business hours

## 7. Enabling Software

This IBM SaaS includes enabling software, which should be used only in connection with Client's use of the IBM SaaS for the IBM SaaS term. If the enabling software contains sample code, Client may make derivative works of the sample code for use with the IBM SaaS. If enabling software is accompanied by a separate license agreement, the term of such license agreement(s) also applies, as limited by this section. In the event of conflict, the terms of this Terms of Use prevail over any such accompanying license agreement. Client is responsible to remove enabling software upon expiration or termination of the IBM SaaS.

## 8. IBM SaaS Offering Additional Terms

### 8.1 IBM Tealeaf CX on Cloud

Included in the subscription fee for IBM Tealeaf CX on Cloud is the following:

- a. The ability to configure up to 10 Application Profiles. An Application Profile is a reporting entity with associated permissions assignable to the user. Typically an Application Profile has a one-to-one mapping with a single application or website. Client may consult with the IBM Tealeaf Lab Services team if they wish to combine multiple application(s) and/or website(s) into a single Application Profile for reporting purposes.
- b. The first Application Profile will be configured by IBM and available when the IBM SaaS is provisioned. If more than 10 Application Profiles are needed, a request can be submitted to IBM Support and agreed to by IBM and the Client. Additional Application Profiles will not be unreasonably withheld.
- c. Fifty (50) Authorized Users
- d. Twelve (12) months of rolling Reporting Data. Reporting Data is defined as metric and dimensions associated with the reports and dashboards in the IBM SaaS offering.
- e. Seven (7) calendar days of rolling Capture Data. Capture Data is defined as data collected from the Tealeaf SDK.

### 8.2 IBM Tealeaf CX on Cloud Additional Users

Provides the option to purchase additional authorized users in addition to the 50 provided in the IBM Tealeaf CX on Cloud subscription.

### 8.3 IBM Tealeaf CX on Cloud Reporting Data Retention Extension

The Reporting Data Retention Extension provides the option for Client to retain certain stored data elements for an extended length of time, namely:

- Additional 12 months rolling retention of Reporting Data for a total maximum of 24 months of rolling Reporting Data storage.

### 8.4 IBM Tealeaf CX on Cloud Capture Data Retention Extension

The Capture Data Retention Extension provides the option for Client to retain certain stored data elements for an extended length of time, namely:

- Additional calendar days rolling retention of Capture Data, added in an increment of 7 days in addition to the 7 days included in the Tealeaf CX on Cloud subscription fee.

## **8.5 IBM Tealeaf CX on Cloud Network Capture Add-On**

The Cloud Network Capture Add-On provides the option to send network traffic data to IBM Tealeaf CX on Cloud. The following is included in the subscription fees for this IBM SaaS:

- 7 calendar days of rolling Network Capture Data.
- Passive Capture Application that captures all requests and response of the web application.
- Data Transport Application that processes the request and response data, filters or encrypts sensitive data and routes the data to IBM Tealeaf CX on Cloud.

## **8.6 IBM Tealeaf CX on Cloud Network Capture Data Retention Add-On**

The Network Capture Data Retention Extension Add-On provides the option for Client to retain certain stored data elements for an extended length of time, namely:

- Additional calendar days rolling retention of Network Capture Data, added in an increment of 7 days in addition to the 7 days included in the Tealeaf CX on Cloud Network Capture Add-On subscription fee.

## **8.7 Data Retention**

All data is stored and removed based on a rolling window of time which is built around the concept of first in, first out. Data is stored for a set amount of time and is then discarded as the specified time window expires. The rolling data retention window begins as soon as data starts flowing into the system and is updated daily.

By purchasing a subscription to IBM Tealeaf CX on Cloud, the Client is allotted a specific amount of data storage based on their monthly volume (MI) entitlement. The total and currently-used storage allotment is available to Client within their IBM Tealeaf CX on Cloud solution. If the Client goes beyond the allotted storage they must either come back into compliance with the storage limit by cleaning up old events, dimensions and reports. If the Client does not perform this action in 30 days, their data retention period will reduce in order to account for the increased storage.

## **8.8 Use of Client Data by IBM**

Client data may be utilized by IBM for internal research, testing, and development in a non-production environment provided IBM first removes all characteristics which may reveal Client's identity or proprietary business processes. Client may elect for their data not to be used for such non-production purposes by contacting Technical Support at [tsassupp@us.ibm.com](mailto:tsassupp@us.ibm.com).

## **8.9 Safe Harbor Compliance**

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

## **8.10 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.

## Appendix A

### 1. IBM Tealeaf CX on Cloud

IBM Tealeaf CX on Cloud is a SaaS based analytics solution for traditional web, native mobile and mobile/responsive web applications. The solution is designed to help customers understand and improve the overall end user experience by analyzing behavioral problems from large and complex data sets. Data including application interactions, device information, and user context will be captured and sent to the IBM hosted environment. IBM Tealeaf CX on Cloud comes with numerous “out of the box” reports, and dashboards that allow the customer to consume their results nearly immediately. In addition to the predefined reports and dashboards, users can customize both reports and dashboards to meet more specific analytic needs.

### 2. IBM Tealeaf CX on Cloud Network Capture Add-On

Network Capture Add-On is a hybrid cloud solution that provides the option for customers to send their network traffic data to IBM Tealeaf CX on Cloud for additional customer insights. This solution supports passive capture of network traffic for all customer sessions and allows customer to configure and evaluate events that track network and sever errors and monitor performance issues that affect customer experience. In addition, customers can drill down into individual sessions to evaluate the HTML request and response data to understand the root cause of customer struggle. This solution requires customers to install and maintain a light set of on-premise infrastructure needed to forward network traffic to the cloud environment.

## Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS and is applicable if specified in Client’s Proof of Entitlement (PoE) or Transaction Document:

The version of this SLA that is current at the commencement or renewal of the term of Client’s subscription will apply. Client understands that the SLA does not constitute a warranty.

### 1. Definitions

- a. “Authorized Contact” means the individual Client has specified to IBM who is authorized to submit Claims under this SLA.
- b. “Availability Credit” means the remedy IBM will provide for a validated Claim. The Availability Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the IBM SaaS.
- c. “Claim” means a claim Client’s Authorized Contact submits to IBM that a Service Level has not been met during a Contracted Month.
- d. “Contracted Month” means each full month during the term of the IBM SaaS measured from 12:00 a.m. GMT on the first day of the month through 11:59 p.m. GMT on the last day of the month.
- e. “Client” or “you” or “your” means an entity that is subscribing for the IBM SaaS directly from IBM, and that is not in default of any material obligations, including payment obligations, under its contract with IBM for the IBM SaaS.
- f. “Downtime” means a period of time during which production system processing for the IBM SaaS has stopped and your users are unable to use all aspects of the IBM SaaS for which they have permissions. Downtime does not include the period of time when the IBM SaaS is not available because of:
  - Planned System Downtime;
  - Force Majeure;
  - Problems with Client or third party applications, equipment, or data;
  - Client or third party acts or omissions (including anyone gaining access to the IBM SaaS by means of your passwords or equipment);
  - Failure to adhere to required system configurations and supported platforms for accessing the IBM SaaS; or
  - IBM’s compliance with any designs, specifications, or instructions provided by Client or a third party on Client’s behalf.
- g. “Event” means a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level.
- h. “Force Majeure” means acts of God, terrorism, labor action, fire, flood, earthquake, riot, war, governmental acts, orders or restrictions, viruses, denial of service attacks and other malicious conduct, utility and network connectivity failures, or any other cause of the IBM SaaS unavailability that was outside IBM’s reasonable control.
- i. “Planned System Downtime” means a scheduled outage of the IBM SaaS for the purpose of maintenance.
- j. “Service Level” means the standard set forth below by which IBM measures the level of service it provides in this SLA.

### 2. Availability Credits

- a. In order to be eligible to submit a Claim you must have logged a support ticket for each Event with the IBM customer support help desk for the applicable IBM SaaS, in accordance with IBM procedure for reporting Severity 1 support issues. You must provide all necessary detailed information about the Event and reasonably assist IBM with the diagnosis and resolution of the Event to the extent required for Severity 1 support tickets. Such ticket must be logged within twenty-four (24) hours of your first becoming aware that the Event has impacted your use of the IBM SaaS.

- b. Your Authorized Contact must submit your Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month that is the subject of the Claim.
- c. Your Authorized Contact must provide to IBM all reasonable details regarding the Claim, including but not limited to, detailed descriptions of all relevant Events and the Service Level claimed not to have been met.
- d. Availability Credits are based on the duration of the Downtime measured from the time you report that you were first impacted by the Downtime. For each valid Claim, IBM will apply the highest applicable Availability Credit based on the achieved Service Level during each Contracted Month, as shown in the table below. IBM will not be liable for multiple Availability Credits for the same Event in the same Contracted Month.
- e. For Bundled Service (individual IBM SaaS packaged and sold together for a single combined price), the Availability Credit will be calculated based on the single combined monthly price for the Bundled Service, and not the monthly subscription fee for each individual IBM SaaS. You may only submit Claims relating to one individual IBM SaaS in a bundle in any Contracted Month, and IBM will not be liable for Availability Credits with respect to more than one IBM SaaS in a bundle in any Contracted Month.
- f. If you purchased the IBM SaaS from a valid IBM reseller in a remarketing transaction in which IBM maintains primary responsibility for fulfilling the IBM SaaS and SLA commitments, then the Availability Credit will be based on the then-current Relationship Suggested Value Price (RSVP) for the IBM SaaS in effect for the Contracted Month which is the subject of a Claim, discounted at a rate of 50%.
- g. The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed ten percent (10%) of one twelfth (1/12th) of the annual charge paid by you to IBM for the IBM SaaS.
- h. IBM will use its reasonable judgment to validate Claims based on information available in IBM's records, which will prevail in the event of a conflict with data in your records.
- i. THE AVAILABILITY CREDITS PROVIDED TO YOU IN ACCORDANCE WITH THIS SLA ARE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM.

**3. Service Levels – Availability of the IBM SaaS during a Contracted Month**

Achieved Service Level (during a Contracted Month)	Availability Credit (% of Monthly Subscription Fee for Contracted Month which is the subject of a Claim)
< 99.9%	2%
< 99.0%	5%
< 95%	10%

“Achieved Service Level”, expressed as a percentage is calculated as: (a) the total number of minutes in a Contracted Month, minus (b) the total number of minutes of Downtime in a Contracted Month, divided by (c) the total number of minutes in a Contracted Month.

Example: 50 minutes total Downtime during Contracted Month

43,200 total minutes in a 30 day Contracted Month -- 50 minutes Downtime = 43,150 minutes <hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	= 2% Availability Credit for 99.8% Achieved Service Level during the Contracted Month
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**4. Exclusions**

This SLA is made available only to IBM Clients. This SLA does not apply to the following:

- Beta and trial Services.



- Non-production environments, including but not limited to, test, disaster recovery, quality assurance, or development.
- Claims made by an IBM Client's users, guests, participants and permitted invitees of the IBM SaaS.