

# IBM Terms of Use – SaaS Specific Offering Terms

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## IBM Marketing 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 Marketing Cloud Standard
- IBM Marketing Cloud - Additional Marketing Interactions
- IBM Marketing Cloud B2B Standard
- IBM Marketing Cloud B2B - Additional Records
- IBM Marketing Cloud - Additional User
- IBM Marketing Cloud - Additional Email Insight Opens
- IBM Marketing Cloud - Budget and Expense Planning Extension
- IBM Marketing Cloud - Budget and Expense Planning Additional Users
- IBM Marketing Cloud - Budget and Expense Planning Additional Connector
- IBM Marketing Cloud Enterprise
- IBM Marketing Cloud B2B Enterprise
- IBM Marketing Cloud Social Audiences
- IBM Marketing Cloud Duplicate Message Send

### 2. Charge Metrics

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

- a. Access is a unit of measure by which the IBM SaaS may be obtained. An Access is the rights to use the IBM SaaS. Client must obtain a single Access entitlement in order to use the IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- b. 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.
- c. Connection is a unit of measure by which the IBM SaaS can be obtained. A Connection is a link or association of a database, application, server, or any other type of device to the IBM SaaS. Sufficient entitlements must be obtained to cover the total number of Connections which have been or are made to the IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- d. Database Record is a unit of measure by which the IBM SaaS can be obtained. A Database Record is the collection of fields in a database related to a single entity and accessible as a single unit. Each Thousand Database Record entitlement represents one Thousand Database Records. Sufficient Thousand Database Record entitlements must be obtained to cover the total number of Database Records available to be processed by the IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.

- e. 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.
- f. Event is a unit of measure by which the IBM SaaS can be obtained. Event entitlements are based on the number of occurrences of a specific event related to the use of the IBM SaaS. Event entitlements are specific to the IBM SaaS and the type of event may not be exchanged, interchanged, or aggregated with other Event entitlements of another IBM SaaS or type of event. Sufficient entitlements must be obtained to cover every event that occurs during the measurement period specified in a Proof of Entitlement (PoE) or Transaction Document.  
When acquiring Event entitlements, the following are to be counted as an Event:
  - (1) Marketing Interaction: A Marketing Interaction is an inbound or outbound touch point/communication. Examples of these communications are an email message, a mobile push, a device application message, content displayed in browsers, a social impression, and ad target. These can be related to anonymous or known visitors, or customers.
  - (2) Email Insights Opens: An Email Insights Open is registered each time an email recipient receives an email from Client and the email recipient opens the email.
  - (3) Contact: Contact is the Event associated with sending a contact ID via Social Audiences feature to a corresponding social platform.
- g. Instance is a unit of measure by which the IBM SaaS can be obtained. An Instance is access to a specific configuration of the IBM SaaS. Sufficient entitlements must be obtained for each Instance of the IBM SaaS made available to access and use during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.

### **3. Charges and Billing**

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

#### **3.1 Set-Up Charges**

An initial one-time setup fee applies at the rate and billing term specified in the Transaction Document. Based on the IBM SaaS base offering chosen, the corresponding mandatory setup service will provision the Client for use of the selected IBM SaaS offering. Setup services available are as follows:

- IBM Marketing Cloud Standard – Onboarding Services
- IBM Marketing Cloud B2B Standard – Onboarding Services
- IBM Marketing Cloud Enterprise – Onboarding Services
- IBM Marketing Cloud B2B Enterprise – Onboarding Services
- IBM Marketing Cloud Mobile Onboarding Services
- IBM Marketing Cloud – Onboarding Services Upgrade

The following setup service will be charged at the rate and billing term specified in the Transaction Document when Authorized User entitlements to IBM Marketing Cloud – Budget and Expense Additional Users are ordered:

- IBM Marketing Cloud – Budget and Expense Planning Onboarding Services

#### **3.2 Partial Month Charges**

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

#### **3.3 Overage Charges**

If Client's actual usage of the IBM SaaS during the measurement period exceeds the entitlement stated on the PoE, then Client will be invoiced for the overage, as set forth in the Transaction Document.

Client will be invoiced in arrears for overage charges each month, at the overage rate specified in the PoE, once the total aggregate has been reached. Such overage charges are due in addition to the base monthly entitlement charge.

If the Subscription Period is greater than 12 months, the aggregate total number of entitlements will be based on 12 monthly measuring periods. The aggregate total will reset to zero after the 12th monthly measuring period. Overage charges for the next 12 monthly measuring periods will not be due until the

actual interaction usage exceeds the total number of entitled interactions in aggregate for such 12 monthly measurement periods.

For Clients leveraging ramp periods, each period is treated in the same manner as the subscription period and the same principles apply.

If a Subscription Period is less than 12 months or less than 12 monthly periods remain in a Subscription Period, the number of monthly entitlements remaining in a subscription will be used for the total number of entitled interactions in aggregate.

- a. Example 1: Client has a 12 month Subscription Period and has acquired 10 additional Authorized Users under the IBM Marketing Cloud Additional User entitlement. If Client enables more than 10 Authorized Users before the end of the 12 month Subscription Period, Client will be invoiced the following month for the quantity in excess and all usage in the coming months will be billed in arrears till the end of the Subscription Period.
- b. Example 2: Client has a three year Subscription Period and has acquired 10 additional Authorized Users under the IBM Marketing Cloud Additional User entitlement. If Client enables more than 10 Authorized Users before the end of the first 12 months period, Client will be invoiced the following month for the quantity in excess and all usage until the end of the 12 months period. At the end of the each 12 months period, the usage count will reset. If Client enables more than 10 Authorized Users before the end of the next 12 months period, Client will be invoiced the following month for the quantity in excess and all usage in the coming months will be billed in arrears until either the usage count is reset or the end of the remaining Subscription Period.

### 3.4 Pay Per Use Charges

Client may use IBM Marketing Cloud Standard, IBM Marketing Cloud Social Audiences, and IBM Marketing Cloud Enterprise measured by 1,000 Events, IBM Marketing Cloud B2B Standard and IBM Marketing Cloud B2B Enterprise measured in increments of 10,000 Database Records, and IBM Marketing Cloud Additional Email Insights Opens measured in increments of 100,000 Events on a pay per use basis. Client will be charged for the amount of Events or Database Records, as applicable, used each month at the rate specified in the Transaction Document.

## 4. IBM SaaS Subscription Period Renewal Options

The term of the IBM SaaS begins on the date IBM notifies the 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 the 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 the Client provides 90 days written notice of termination. The IBM SaaS will remain available to the end of the calendar month after such 90 day period.

## 5. Technical Support

Technical support is provided for the IBM SaaS offering and Enabling Software, as applicable, during the Subscription Period. Such technical support is included with the IBM SaaS and is not available as a separate offering.

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
1	<b>Critical business impact/service down:</b> 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	<b>Significant business impact:</b> 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	<b>Minor business impact:</b> Indicates the service or	Within 4	M-F business

	functionality is usable and it is not a critical impact on operations.	business hours	hours
4	<b>Minimal business impact:</b> An inquiry or non-technical request.	Within 1 business day	M-F business hours

## 6. IBM SaaS Offering Additional Terms

### 6.1 Enabling Software

If Enabling Software is presented with a separate license agreement (for example, the IBM International License Agreement for Non-Warranted Programs (“ILAN”) or other IBM or third party license agreement) at the time of installation or download, such separate agreement will govern its use. If there is no license agreement accompanying the enabling software, then these Terms of Use apply.

### 6.2 EU Data Protection

If Client makes Personal Data available to the IBM SaaS, as between the Client and IBM, Client is considered the sole controller of the Personal Data, and Client appoints IBM as a processor to process (as those terms are defined in EU Directive 95/46/EC) such Personal Data. IBM will only process such Personal Data to the extent required to make the IBM SaaS available in accordance with this ToU. IBM shall reasonably cooperate with Client in its fulfillment of any legal requirement, including providing Client with access to the Personal Data. Client agrees that IBM may process Content made available to the IBM SaaS, including any Personal Data, across country borders to IBM in the United States. If IBM changes the way it processes or secures Personal Data and such change causes Client to be noncompliant with applicable data protection laws, Client may terminate the affected IBM SaaS within 30 days of IBM’s notification of the change.

### 6.3 Derived Benefit Locations

Where applicable, taxes are based upon the location(s) Client identifies as receiving benefit of the IBM SaaS. IBM will apply taxes based upon the business address listed when ordering an IBM SaaS as the primary benefit location unless Client provides additional information to IBM. Client is responsible for keeping such information current and providing any changes to IBM.

### 6.4 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/>.

### 6.5 Distribution Lists

Client will not use any distribution lists with the IBM SaaS that include persons who have not given permission to be included on such list for the purpose of receiving email communications specifically from Client, unless Client has an existing business or personal relationship with such persons. Use of lists or data generated through affiliate marketing practices is expressly prohibited in all cases. Client is required to include a valid opt-out mechanism in each message.

### 6.6 No Resale

Client’s right to use the IBM SaaS is personal to the Client. Client shall not resell the IBM SaaS or provide third parties (other than employees or contractors working on Client’s behalf) with access to the IBM SaaS without IBM’s prior written consent.

### 6.7 Mobile Push Notifications

Marketing Interaction Events related to mobile push notifications include simple push notifications, simple push in-app notifications, rich notifications, and inbox notifications. Simple push notifications, in-app notifications, and rich notifications are counted as one Marketing Interaction per device at the time of sending.. Inbox notifications are counted as one Marketing Interaction for each appkey to which they are sent.

Calculation of Marketing Interactions related to mobile push notifications shall include the number of mobile push notifications sent to devices which have opted to suppress mobile push notifications and the

number of mobile push notifications sent to devices after the application was uninstalled. IBM will regularly use Apple and Google feedback services and update push notifications sent based on uninstalls. Client is responsible for determining the required number of Event entitlements for Marketing Interactions, which includes push notifications.

## **6.8 Duplicate Message Send**

Duplicate Message Send is an additional subscription feature enabled at the organization level. A subscribing Client can toggle the feature on and off. The email addresses entered by the Client to receive the duplicate message will be entered as Bcc addresses and will not be visible to the customer recipients of the email. The Client recipients of the duplicate message are changeable. If the duplicate email is unable to be delivered to the Bcc email address, IBM will not be able to resend the duplicate email.

## **6.9 Data Retention**

Specific data elements of the IBM SaaS shall be available within the IBM SaaS as follows: email messages and content, unused or inactive databases and templates - 450 days; web tracking for known visitors - 180 days; web tracking for anonymous visitors - 30 days; and Universal Behaviors - 180 days (the "Data Retention Period"). These data elements may be removed from IBM's network and systems after the Data Retention Period has expired, and in any event, IBM may destroy all copies of these data elements, and any other related Client data, 30 days following termination or expiration of the Subscription Period. Client will retain back-up copies of all content provided for use in connection with the IBM SaaS.

## **6.10 Third Party Code Notices**

The IBM SaaS includes the following software which may not be used for Evil purposes: janrain4j\_1.1.0, JSON, JSON-lib-2.3, JDK15, flexjson, and packtag.

## **6.11 Non-English Language Versions**

Client understands and agrees that access to and use of any non-English language version of the IBM SaaS may rely on the functionality of a third party technology partner, translations.com, for purposes of translating the user interface. When using any non-English language version of the IBM SaaS, the IBM SaaS user interface may pass Client data and any content accessible through the IBM SaaS user interface unencrypted through the translations.com systems dedicated to the IBM SaaS for purposes of translating the user interface at Client's request.

## Appendix A

IBM Marketing Cloud, a cloud-based digital marketing platform, allows marketers to achieve a return on investment (ROI) through the following key capabilities:

- Design and automate consistent, cross-channel experiences, through email, mobile, web, and social channels.
- Use analytics to drive marketing decisions and customer engagement.
- Improve ROI through a cloud-based digital marketing platform that integrates with other customer data sources and applications.

IBM Marketing Cloud includes the following new, solution-based packages and services that map to marketer needs to simplify the buying process.

### 1. IBM Marketing Cloud Standard

IBM Marketing Cloud Standard helps marketers to better understand customer behavior and to deliver personalized interactions with higher conversion rates. This offering is available on a subscription and pay per use basis.

- **Marketing Database:** Collect comprehensive customer data in a single source and leverage that data to drive automated campaigns and personalized communications.
- **Segmentation:** Use behavioral, profile, preference data, and more, to query and narrow down your target audience. Optionally, integrate these segmentation queries with your marketing strategies to deliver highly engaging, personalized content to your target audience.
- **Content Builder:** An intuitive, web-based editor enables you to create and edit content in the application, with point-and-click access to features, such as link tracking, personalization, dynamic content, and more.
- **Dynamic Content:** Create messages directly in the message body that are relevant and specific to each customer, using an intuitive point-and-click interface.
- **A/B Testing:** Send test emails to test subject line, from name or content elements; find out which element has the best response, and send the best performing emails to contacts.
- **Email:** Create and send emails with content that is relevant and engaging.
- **Mobile Push:** Deliver personalized messages by combining mobile app data with rich consumer profile information.
- **Social Share:** Share email marketing messages on social networking sites and produce detailed report results.
- **Progressive Forms:** Reduce form abandonment and build a contact's profile, over time, with progressive web forms that show different questions each time a contact visits a website or landing page.
- **Digital Behavior Tracking:** Monitor how contacts interact with you online by using calculators, live chats, social buttons, and more. Use these custom web tracking event behaviors to move a contact to a marketing program or a behavior scoring model.
- **Landing Page:** Point-and-click access to create campaign-specific pages and custom web forms.
- **Behavioral Analytics:** Manipulate mailing results to identify trends and target customer segments; define customer segments and select metrics to create cross-tab and table reports, and then manipulate reports by adding or removing fields, changing metrics, and sorting and ordering columns.
- **Campaign Reports:** Create aggregate and detailed reporting information about emails sent to customers. Reporting metrics include opens, conversions, rich media, forwards, and click-stream data access.
- **Email Insights:** Enables users to preview the look and feel of mailings across multiple different email clients, track email client usage across mailing lists helping to optimize email programs based on

the specific devices and email clients that customers use. Email Insights includes technology components provided by Litmus.

- Journey Designer: Visual design tool that allows marketers to work together to map out a customer journey and share it across their team.
- Universal Behavior Exchange: Enabling technology that allows customers to publish data within IBM Marketing Cloud and subscribe to data from integrated third party applications.
- Social Audiences: Social media marketing application that allows customers to send specific audiences and related ads to social media networks for marketing to the specific audience or to like audiences.
- IBM Marketing Cloud Orientation is a foundation, education package for IBM Marketing Cloud. It provides a high-level description of Marketing Cloud features and capabilities, along with an introduction to the Customer Engagement Model. The orientation package is included with an initial subscription to Marketing Cloud, and should be completed prior to starting the required, onboarding service. It is delivered as a self-service offering, and includes video and web-based recordings.

Included in the subscription fees for this IBM SaaS offering are the following:

- a. Five (5) Authorized Users,
- b. Ten (10) active programs,
- c. 250 thousand Marketing Interactions per month for a total of 3 million Marketing Interactions that can be consumed annually,
- d. Unlimited Database Records
- e. Five (5) thousand Social Audiences Contact Events monthly, and
- f. 200 thousand Email Insights Opens monthly.
- g. Unlimited email previews. An 'email preview' is registered each time Client submits an email template to this feature for preview.

Clients may also purchase additional volumes of Users, Marketing Interactions, and Email Insights Opens.

## 2. IBM Marketing Cloud B2B Standard

IBM Marketing Cloud B2B Standard helps marketers capture, qualify, and nurture leads, in order to better align marketing with sales to grow revenue. This offering is available on a subscription and pay per use basis. This IBM SaaS offering includes the following features:

- All features within the IBM Marketing Cloud Standard offering
- Marketing Automation
- Lead nurturing: Create marketing campaigns through a visual campaign builder; send automated messages or drop into a nurture program when a lead routes or performs a certain action.
- Single scoring model: Score customers and prospects based on buying criteria, demographics, and behaviors such as website visits, form submissions, and message interaction, or on time-based components, including recency and frequency. Based on scores, marketing automation features route customers and prospects for appropriate follow-up.
- Customer Relationship Management (CRM) Integration: Integration with third-party CRM systems, including Salesforce.com, Microsoft Dynamics CRM, and Sugar CRM.

Included in the subscription fees for this IBM SaaS offering are the following:

- a. Five (5) Authorized Users,
- b. Ten (10) active programs,
- c. One (1) scoring model,
- d. Unlimited Marketing Interactions
- e. 50,000 Database Records.
- f. Five (5) thousand Social Audiences Contact Events monthly, and
- g. 200 thousand Email Insights Opens monthly.

- h. Unlimited email previews. An 'email preview' is registered each time Client submits an email template to this feature for preview.

Clients may also purchase additional volumes of Users, Database Records, and Email Insights Opens.

### 3. **IBM Marketing Cloud - Budget and Expense Planning Extension**

IBM Marketing Cloud - Budget and Expense Planning is powered by Allocadia, a third party partner of IBM, and can be purchased as a standalone product or for use with Marketing Cloud Standard, Marketing B2B Standard, Marketing Cloud Enterprise, Marketing Cloud B2B Enterprise, IBM Silverpop Engage, or IBM Campaign. This offering is available on a subscription and pay per use basis. Features include:

- Planning: Create and share plans to align corporate strategy, forecast return on investment and predict revenue impact
- Budgeting: Create and manage global budgets in any currency without cumbersome, disconnected spreadsheets whether global, regional, or product centric
- Performance: Visualize, analyze, and optimize spend; make smarter decisions when connecting plans and budgets to CRM, finance, and marketing data

Included in the subscription fee for this IBM SaaS offering are the following:

- Five (5) Authorized Users.
- One (1) Connector

IBM Marketing Cloud Budget and Expense Planning Additional Users may be purchased if the Client requires additional Authorized Users beyond what is provided with the base service. IBM Marketing Cloud Budget and Expense Planning Additional Connector may be purchased if the Client requires additional Connectors to be used with the base service.

### 4. **IBM Marketing Cloud Enterprise**

This package builds on the capabilities offered in the Standard package. The Enterprise package includes entitlement to Allocadia-powered planning and budgeting capabilities. It also features customer relationship management (CRM) capabilities. Subscribers receive additional Authorized Users in the Enterprise package, as well as increased usage volumes for program automation, scoring, and Email Insights. Subscribers also receive more Marketing Interactions as part of the Enterprise package. This offering is available on a subscription and pay per use basis.

Included in the subscription fee for this IBM SaaS offering are the following:

- a. Ten (10) Authorized Users,
- b. Unlimited active programs,
- c. Unlimited Database Records
- d. 750 thousand Marketing Interactions per month for a total of 9 million Marketing Interactions that can be consumed annually,
- e. 25 thousand Social Audiences Contact Events monthly,
- f. Unlimited Scoring Models, and
- g. 400 thousand Email Insights opens monthly.
- h. Unlimited email previews. An 'email preview' is registered each time Client submits an email template to this feature for preview.

Clients may also purchase additional volumes of Users, Marketing Interactions, and Email Insights Opens.

### 5. **IBM Marketing Cloud B2B Enterprise**

This package builds on the features offered in the B2B Standard package. The B2B Enterprise package includes entitlement to Allocadia-powered planning and budgeting capabilities. Subscribers receive additional Authorized Users in the B2B Enterprise package, as well as increased usage volumes for program automation, scoring, and Email Insights. Subscribers also receive more database records as part of the B2B Enterprise package. This offering is available on a subscription and pay per use basis.

Included in the subscription fee for this IBM SaaS offering are the following:

- a. Ten (10) Authorized Users,



- b. Unlimited active programs,
- c. Unlimited Marketing Interactions,
- d. 100,000 Database Records.
- e. 25 thousand Social Audiences Contact Events monthly,
- f. Unlimited Scoring Models, and
- g. 400 thousand Email Insights Opens monthly.
- h. Unlimited email previews. An 'email preview' is registered each time Client submits an email template to this feature for preview.

Clients may also purchase additional volumes of Database Records and Email Insights Opens.

## 6. **IBM Marketing Cloud Social Audiences**

IBM Marketing Cloud Social Audiences provides marketers with the ability to target their customers using paid social media. Clients who purchase the Marketing Cloud packages – Standard, B2B Standard, Enterprise or B2B Enterprise, are entitled to usage volumes of Social Audiences. Social Audiences can also be purchased as a standalone product. This offering is available on a subscription and pay per use basis.

Included in the subscription fee for this IBM SaaS offering are the following:

- For Clients who have purchased one of the IBM Marketing Cloud Standard packages: 5,000 Contact Events per month
- For Clients who have purchased one of the IBM Marketing Cloud Enterprise packages: 25,000 Contact Events per month
- Clients purchasing the Social Audiences offering independent of the IBM Marketing Cloud subscription offerings have the option of purchasing in tiers of Five (5) Thousand, 25 Thousand, 100 Thousand, 250 Thousand, 500 Thousand, One (1) Million, Two (2) Million, and Five (5) Million Contact Events.

## 7. **IBM Marketing Cloud Duplicate Message Send**

IBM Marketing Cloud Duplicate Message Send offers the following capabilities to subscribers of IBM Marketing Cloud Standard, IBM Marketing Cloud B2B Standard, IBM Marketing Cloud Enterprise, and IBM Marketing Cloud B2B Enterprise. Duplicate Message Send allows an IBM Marketing Cloud Client to receive exact copies of the personalized message sent to their customers for regulatory, compliance, audit, or other tracking purposes. Duplicate Message Send currently only applies to email. This offering is available as a subscription. Included in the subscription fee for this IBM SaaS offering is the following:

- Unlimited duplicate message sends

## 8. **Set-up Service Offerings**

- IBM Marketing Cloud Standard Onboarding Services is a combination of provisioning and training that is designed to enable users to configure and utilize offerings in the Marketing Cloud Standard offering. This remotely delivered service is required with an initial subscription to Marketing Cloud. An onboarding consultant is assigned to guide Clients through the onboarding process which is delivered through a series of remote meetings and recorded, web-based learning sessions. Onboarding services include provisioning, configuration and setup, training, and Q & A.
- IBM Marketing Cloud B2B Standard Onboarding Services is a combination of provisioning and training that is designed to enable users to configure and utilize offerings in the Marketing Cloud B2B Standard offering. This remotely delivered service is required with an initial subscription to Marketing Cloud B2B Standard. An onboarding consultant is assigned to guide organizations through the onboarding process, which is delivered through a series of remote meetings and recorded, web-based learning sessions. Onboarding services include provisioning, configuration and setup, training, and Q & A.
- Marketing Cloud - Budget and Expense Planning Onboarding Services is a training service designed to enable users to configure and utilize offerings in the IBM Marketing Cloud - Budget and Expense Planning offering. This remotely delivered service is required with the purchase of the IBM Marketing Cloud - Budget and Expense Planning Additional Users offering. A training consultant is assigned to guide organizations in using enhanced report and dashboard customization through a

series of remote meetings and recorded web-based learning sessions. Onboarding services include provisioning, configuration and setup, training and Q & A.

- IBM Marketing Cloud Enterprise Onboarding Services is a combination of provisioning and training that is designed to enable users to configure and utilize offerings in the Marketing Cloud Enterprise package. This remotely delivered service package is required with an initial subscription to Marketing Cloud Enterprise. An onboarding consultant is assigned to guide clients through the onboarding process which is delivered through a series of remote meetings and recorded, web-based learning sessions. Onboarding services include provisioning, configuration and setup, training, and Q & A.
- IBM Marketing Cloud B2B Enterprise Onboarding Services is a combination of provisioning and training that is designed to enable users to configure and utilize offerings in the Marketing Cloud B2B Enterprise package. This remotely delivered service package is required with an initial subscription to Marketing Cloud B2B Enterprise. An onboarding consultant is assigned to guide clients through the onboarding process, which is delivered through a series of remote meetings and recorded, web-based learning sessions. Onboarding services include provisioning, configuration and setup, training, and Q & A.
- IBM Marketing Cloud Mobile Onboarding Services is an optional offering for IBM Marketing Cloud subscribers that choose to take advantage of the Mobile Push feature. This offering provides up to (35) hours of remote services that include activities such as setup, consulting, and initial push notification implementation and acceptance testing. This onboarding service is also available to Standard and B2B Standard subscribers.
- IBM Marketing Cloud Onboarding Service Upgrade is available only to existing IBM Marketing Cloud subscribers who have previously completed IBM Marketing Cloud or IBM Silverpop onboarding. This offering provides up to 10 hours of IBM Marketing Cloud remote advisory services. An onboarding consultant is assigned to guide the client through the onboarding process for the IBM Marketing Cloud and to enable users to configure and utilize offerings in the Marketing Cloud packages. Onboarding services include configuration and set up, training, and Q&A. This service package is not required, but suggested for sale in these client scenarios: existing Marketing Cloud clients upgrading to more advanced Marketing Cloud tiers, existing Silverpop Engage clients migrating to Marketing Cloud package tiers, and an existing client with new marketing staff or divisions, who require onboarding guidance within the client's existing Marketing Cloud instance.

## Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS. Client understands that the SLA does not constitute a warranty.

### 1. Definitions

- a. “Application Downtime” – means a period of time during which users of the IBM hosted portions of the application interface are unable to use all aspects of the Service for which they have appropriate permissions. By way of clarification, there is no “Downtime” if any user can use any aspect of the Service for which they have appropriate permissions.
- 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 Service.
- c. “Claim” means a claim Client submits to IBM pursuant to the SLA that a Service Level has not been met during a Contracted Month.
- d. “Contracted Month” means each full month during the term measured from 12:00 a.m. Eastern US time on the first day of the month through 11:59 p.m. Eastern US time on the last day of the month.
- e. “Data Processing Downtime” – means a period of time during which the Service is unable to collect data via the data processing elements of the Service.
- f. “Downtime” means Application Downtime and/or Data Processing Downtime. Additionally, Downtime includes a period of time during which the IBM SaaS is unable to send or receive data via the data processing elements of the IBM SaaS. Downtime does not include the period of time when the IBM SaaS is not available because of:
  - (1) a scheduled or announced maintenance outage;
  - (2) Events or causes beyond IBM’s control (e.g., natural disaster, internet outages, emergency maintenance, internet service provider or telecommunication carriers actions or inactions, etc.);
  - (3) problems with Client’s applications, equipment or data, or a third party’s applications, equipment or data;
  - (4) Client’s failure to adhere to required system configurations and supported platforms for accessing the Service; or
  - (5) IBM’s compliance with any designs, specifications, or instructions that Client provides to IBM or a third party provides to IBM 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. “Service” means the IBM SaaS to which this SLA applies.
- i. “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. To submit a Claim, Client must log a Severity 1 support ticket (as defined below in the Technical Support section) for each Event with the IBM technical support help desk, within twenty-four (24) hours of first becoming aware that the Event has impacted Client’s use of the Service. Client must provide all necessary information about the Event and reasonably assist IBM with the diagnosis and resolution of the Event.
- b. Client must submit a Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month in which the Claim arose.
- c. Availability Credits are based on the duration of the Downtime measured from the time Client reports that it was first impacted by the Downtime. If Client reports an Event of Application Downtime and an Event of Data Processing Downtime occurring simultaneously, then IBM will treat

the overlapping periods of Downtime as a single period of Downtime, and not as two separate periods of 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.

- d. The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed 20 percent (20%) of one twelfth (1/12th) of the annual charge paid by Client to IBM for the Service.

### 3. Service Levels

Availability of the IBM SaaS during a Contracted Month

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee for Contracted Month that is the subject of a Claim)
99% - 99.949%	2%
98% - 98.999%	5%
97% - 97.999%	10%
Less than 97.000%	20%

Availability, 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 in a 30 day Contracted Month	2% Availability Credit for 99.884% Achieved Service Level
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### 4. Other information about this SLA

This SLA is made available only to IBM's Clients and does not apply to claims made by users, guests, participants and permitted invitees of the Service or to any beta or trial services that IBM provides. The SLA only applies to the Services that are in production use. It does not apply to non-production environments, including but not limited to test, disaster recovery, quality assurance, or development.