



IBM Terms of Use – SaaS Specific Offering Terms

IBM Commerce Insights

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/slabd.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 Commerce Insights
- IBM Commerce Insights for Watson Analytics

2. Charge Metrics

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

- a. Active User is a unit of measure by which the IBM SaaS may be obtained. An Active User is a unique person who has accessed 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 Active Users who have accessed the IBM SaaS during the measurement period specified in Client’s Proof of Entitlement (PoE) or Transaction Document.
- b. 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 Partial Month Charges

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

4. IBM SaaS Subscription Period Renewal Options

Client’s PoE will set forth whether the IBM SaaS will renew at the end of the Subscription Period, by designating one of the following:

4.1 Automatic Renewal

If Client’s PoE states that Client’s renewal is automatic, Client may terminate the expiring IBM SaaS Subscription Period by written request to Client’s IBM sales representative or IBM Business Partner, at least ninety (90) days prior to the expiration date as set forth in the PoE. If IBM or its IBM Business Partner does not receive such termination notice by the expiration date, the expiring Subscription Period will be automatically renewed for either one year or the same duration as the original Subscription Period as set forth in the PoE.

4.2 Continuous Billing

When the PoE states that Client’s renewal is continuous, Client will continue to have access to the IBM SaaS and will be billed for the usage of the IBM SaaS on a continuous basis. To discontinue use of the IBM SaaS and stop the continuous billing process, Client will need to provide IBM or its IBM Business Partner with ninety (90) days written notice requesting that Client’s IBM SaaS be cancelled. Upon cancellation of Client’s access, Client will be billed for any outstanding access charges through the month in which the cancellation took effect.

4.3 Renewal Required

When the PoE states that Client's renewal type is "terminate", the IBM SaaS will terminate at the end of the Subscription Period and Client's access to the IBM SaaS will be removed. To continue to use the IBM SaaS beyond the end date, Client will need to place an order with Client's IBM sales representative or IBM Business Partner to purchase a new Subscription Period.

5. Technical Support

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, phone, and online ticketing system. 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 ticketing 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
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 you are in jeopardy of missing business deadlines.	Within 2 business hours	M-F business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 4 business hours	M-F business hours
4	Minimal business impact: An inquiry or non-technical request.	Within 1 business day	M-F business hours

6. IBM SaaS Offering Additional Terms

6.1 Usage Information Tracking

Client is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Client (your employees and contractors) related to the use of the IBM SaaS, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our IBM SaaS for the purpose of improving user experience and/or tailoring interactions with Client. Client confirms that it will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client's employees and contractors to access, update, correct or delete their collected personal information.

6.2 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.

6.3 IBM Digital Analytics

Certain limited components of IBM Digital Analytics service are included in the IBM SaaS with terms as follows:

- a. Client will be provided an appropriate number of Client IDs not exceeding 10 at no additional charge to Client. The 10 Client IDs can be individual stand-alone IDs; or, in a multi-site environment, the 10 Client IDs can be a combination of global parent IDs and child IDs (where child IDs roll-up to a global parent ID for aggregate reporting).
- b. A one-time setup service for IBM Digital Analytics will be provided for up to 40 hours of remote implementation and onboarding services for Client's initial Client ID. Availability of those services expire 90 days from date Client is notified by IBM that their access to the IBM SaaS is available regardless of whether all hours have been used.

Appendix A

1. IBM Commerce Insights

IBM Commerce Insights is a solution that helps business users of IBM eCommerce platforms (WebSphere Commerce V8 or WebSphere Commerce-based Commerce on Cloud service) to make better, more informed decisions based on analytical and business data. Commerce Insights provides the user with views of web analytics data, inventory data, and sales plan data in the context of their store catalog and online site. Commerce Insights enables the business user to take direct action to execute their merchandising tactics in their IBM eCommerce platform.

IBM Commerce Insights provides data feed and file upload options for different data sources including:

- Product and category information feed from the WebSphere Commerce or Commerce on Cloud authoring instance
- Feed for inventory data from the inventory system
- File upload for sales plan data for products and categories
- Web analytics data from IBM Digital Analytics

IBM Commerce Insights includes components of IBM Digital Analytics. IBM Digital Analytics is a solution that allows clients to track web visitors interacting with their website and provides reports and key performance indicators (also known as KPIs) based on the collection of this data. Data is collected for the Cloud Service through Server Calls. A Server Call is data passed to and processed by the Cloud Service as a result of a tagged event, initiated by a tracked visitor for one Client ID. This tagged data is subsequently processed by the Cloud Service to generate reports made available through the Commerce Insights user interface to help understand visitor behavior.

The IBM Digital Analytics components included in IBM Commerce Insights provide data collection and retention for each site / Client ID. Stored “Standard Report Data” consisting of best practice reports generated from the raw data are automatically processed every night without Client set-up. The IBM SaaS shall store the Client’s Standard Reports for twenty-seven (27) months rolling.

The Client may choose to utilize IBM Digital Analytics Digital Data Exchange for tagging the site. Digital Data Exchange is a solution that provides Clients with a single interface for the configuration and deployment of website and mobile page tags. Digital Data Exchange enables a Client to manage IBM tags and IBM Business Partner tags to be deployed on a Client’s web or mobile site. The Digital Data Exchange user interface provides direct control over the tagging process, giving users the ability to define page tags and page groups based on a set of rules to determine tag execution. Clients of Digital Data Exchange may manage current and previous deployment of IBM tags, IBM Business Partner tags and custom JavaScript or proprietary code to multiple environments.

2. Optional add-on

IBM Commerce Insights for Watson Analytics is an optional add-on solution that enables business users to have readily available and consistent data for drilling into and visualizing using IBM Watson Analytics. Commerce Insights for Watson Analytics transforms web analytics data sourced from IBM Digital Analytics Digital Data Feed Service and automates the data load into Client’s IBM Watson Analytics service on behalf of the Client.

IBM Digital Analytics Digital Data Feed Service provides a data feed configuration and activation module that allows the Client to directly specify and schedule a daily data export that includes the Client’s raw data available in the IBM SaaS. The data export deliverable consists of multiple files (as selected by the Client) of a defined format containing specific information about each Visitors’ page view, product view, shop, order, registration, and other tracked activities for the prior day. Use of the IBM Digital Analytics Import user interface is provided for configuring the Digital Data Feed importation module.

IBM Watson Analytics Personal Edition or IBM Watson Analytics Professional Edition subscription must be purchased separately.

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 to you.

1. Definitions

- a. “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.
- b. “Claim” means a claim Client submits to IBM that an SLA has not been met during a Contracted Month.
- c. “Contracted Month” means each full month during the term of the IBM SaaS 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.
- d. “Downtime” means a period of time during which production system processing for the IBM SaaS has stopped and Client’s 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:
 - A scheduled or announced maintenance outage;
 - Events or causes beyond IBM’s control (e.g., natural disaster, internet outages, emergency maintenance, etc.);
 - Problems with Client’s or a third party’s applications, equipment, or data;
 - Client’s 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 to IBM by Client or a third party on Client’s behalf.
- e. “Event” means a circumstance or set of circumstances taken together, resulting in a failure to meet an SLA.

2. Availability Credits

- a. To submit a Claim, Client must log a Severity 1 support ticket for each Event with the IBM technical support help desk, within 24 hours of Client first becoming aware that the Event has impacted Client’s use of the IBM SaaS. 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 the 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 Client was first impacted by the Downtime. For each valid Claim, IBM will apply the highest applicable Availability Credit based on the achieved SLA 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. 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. Client 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.

- e. If Client 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, 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%.
- f. 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 Client to IBM for the IBM SaaS.

3. Service Levels

Availability of the IBM SaaS during a Contracted Month is as follows:

Availability 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%

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	= 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 Client's users, guests, participants and permitted invitees of the IBM SaaS.