



IBM Terms of Use – SaaS Specific Offering Terms

IBM Customer Experience Analytics

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/slabn.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 Customer Experience Analytics Standard
- IBM Customer Experience Analytics Session Replay Data Retention Extension
- IBM Digital Analytics Suite
- IBM Customer Experience Analytics AVP One-Point Ongoing Service

2. Charge Metrics

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

- a. 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 Client’s Proof of Entitlement (PoE) or Transaction Document.

For purposes of this IBM SaaS, an Event is a Customer Experience Event (CX Event). CX Events are “moment in time” observed events associated with a Client, and acts as a unifying measurement for the IBM SaaS. These can be thought of as facts associated with a time dimension value that defines the “when” of their occurrence (usually at minimum date, if not time date stamp). There are three types of CX Events: a Journey Event, a Behavior Event, or a Digital Event.

- (1) A Journey Event is a marketing interaction or event received via the APIs directly into the IBM SaaS that is associated with a unique Entity ID, time date stamp, or name/description. One Million CX Events is equal to four Million Journey Events.
- (2) A Behavior Event is a digital interaction with an application captured by the IBM SaaS, either at the network level (such as a request and response pair [“Hit”] over http or https) or otherwise. One Million CX Events is equal to one Million Behavior Events.
- (3) A Digital Event is defined as a Server Call. A Million Server Calls (MSCs) is a unit of measure by which the Cloud Service can be obtained. 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 Entity ID. A Server Call processed by different Entity IDs will be counted as a unique Server Call for each unique Entity ID. An Entity ID separates and/or controls access rights to data in the Cloud Service which may encompass processed data from one or more Client web sites. One Million CX Events is equal to five Million Digital Events.
- (4) Sufficient Million CX Events must be obtained to cover the number of events processed during the measurement period specified in the 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.

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.

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 their annual subscription period exceeds twelve (12) 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. Term and 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.

5. Technical Support

Technical support for the IBM SaaS is provided via online support system, phone, chat, and an online problem reporting system. Technical support is offered with the IBM SaaS and is not available as a separate offering.

More information about hours of availability, 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
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. Security Description

This IBM SaaS follows IBM's data security and privacy principles for IBM SaaS which are available at <http://www-03.ibm.com/software/sla/sladb.nsf/sla/dsp> and any additional terms provided in this section. Any change to IBM's data security and privacy principals will not degrade the security of the IBM SaaS.

This IBM SaaS may be used to process content that contains personal data if Client, as the data controller, determines that the technical and organizational security measures are appropriate to the risks

presented by the processing and the nature of the data to be protected. Client recognizes that this IBM SaaS does not offer features for the protection of sensitive personal data or data subject to additional regulatory requirements. Client acknowledges that IBM has no knowledge of the types of data that have been included in the content, and cannot make an assessment as to the suitability of the IBM SaaS or the security protections which are in place.

6.1 Security Features and Responsibilities

The IBM SaaS implements the following security features:

- Encryption of data in transit from user's browser or mobile device to the IBM SaaS
- Encryption of data at rest within the IBM SaaS
- Ability for Client to instrument blocking of personal or sensitive data at the point of capture in the browser or application
- Ability for Client to instrument blocking or masking server-side within IBM Customer Experience Analytics
- Strong corporate password rules
- Encryption of export data in transit from the IBM SaaS to customer-specified location
- Ability for Client to block personal or sensitive data from being captured and stored in the IBM SaaS
- Ability for the IBM SaaS to mask personal data points, like IP address, from being visible

The IBM SaaS does encrypt content during data transmission between the IBM network and IBM Customer Experience Analytics. The IBM SaaS does encrypt content when at rest awaiting data transmission.

This IBM SaaS is included in IBM's Privacy Shield certification and applies when Client chooses to have the IBM SaaS hosted in a data center located in the United States, and is subject to IBM's Privacy Shield Privacy Policy, available at http://www.ibm.com/privacy/details/us/en/privacy_shield.html.

7. IBM SaaS Offering Additional Terms

7.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the IBM SaaS in a publicity or marketing communication.

7.2 Data Retention

Specific data elements of the IBM SaaS shall be available within the IBM SaaS as follows: web analytics report data for 800 days; behavioral report data for 460 days; session replay data for 7 days; and usability analytics data for 30 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.

7.3 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 the 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 reasonable 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.

7.4 Cookies

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.

7.5 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.

7.6 Links to Third Party Websites or Other Services

If Client or an IBM SaaS User transmits Content to a third party website or other service that is linked to or made accessible by the IBM SaaS, Client and the IBM User provide IBM with the consent to enable any such transmission of Content, but such interaction is solely between Client and the third party website or service. IBM makes no warranties or representations about such third party sites or services, and shall have no liability for such third party sites or services.

7.7 IBM Digital Analytics Benchmark Service

IBM Digital Analytics Benchmark Service Although the Benchmark Services are a standard part of IBM SaaS, participation is optional. Client may elect not to participate by contacting Technical Support at cm_support@us.ibm.com. Client understands that for IBM to provide any Benchmarking Services, IBM must prepare, access, process and analyze Summary Data regarding IBM Clients, and use Client's Summary Data to populate the Aggregate Data used in each IBM Benchmarking Service. IBM shall not disclose to any third party nor make publicly available any of Client's Summary Data in a fashion that identifies Client or its product brands or trademarks, or any Visitor. Subject to the foregoing, in connection with providing IBM Benchmarking Services nothing in this Agreement will restrict IBM from: (i) adding Client's Summary Data to other Client's Summary Data to create the pool of Aggregate Data, using Client's Summary Data to access or analyze Aggregate Data, or disclosing or using such Aggregate Data; or (ii) using Client's Summary Data to provide Services to Client and enable Client to participate in the IBM Benchmarking Service. Under no circumstances shall Client's Summary Data be disclosed except as may be pre-approved by Client in writing. Client shall not, without IBM's prior written consent, distribute or otherwise provide access to any IBM Benchmarking report or its contents, or any Summary Data or Aggregate Data provided to Client, to any third parties, except for such advisors and contractors as may be retained in connection with Client's use of Services and in each case subject to a confidentiality agreement in form similar to the confidentiality clause of the Agreement. IBM Benchmarking reports and their contents and the Aggregate Data are the property of IBM and are IBM's Confidential Information as set forth in the confidentiality clause of the Agreement. Client may provide its employees and consultants with copies of and access to an IBM Benchmarking Service report provided such persons are advised of their obligation not to distribute such report or its contents to third parties.

- a. "Summary Data" shall be defined as certain key performance indicator metrics of a single IBM Client.
- b. "Aggregate Data" shall be defined as all Summary Data from each IBM Client participating in a IBM Benchmarking Service including a Subvertical thereof.
- c. A "Subvertical" shall be defined as a group of not fewer than four (4) Client's who participate in a IBM Benchmarking Service where each member of each Subvertical is engaged in a similar field of business based on products sold and markets targeted (e.g. apparel, jewelry, office supplies, etc.).

Appendix A

1. IBM Customer Experience Analytics Standard

IBM Customer Experience Analytics is a solution that enables the Client to visualize the omnichannel journeys that their visitors take across devices, channels, and touch points. The IBM SaaS is comprised of three major capabilities:

- Digital analytics allow Clients to track web visitors interacting with their website and provides reports and key performance indicators based on the collection of this data. Data is collected for the IBM SaaS as a result of a tagged event, initiated by a tracked visitor for one Entity ID. This tagged data is subsequently processed by the IBM SaaS to generate reports made available through the IBM SaaS user interface to help understand visitor behavior.
- Behavioral and usability analytics help Clients understand and improve their visitor experience by analyzing behavioral and usability problems from data that includes application interactions, device information, and user content that is captured and sent to the IBM SaaS.
- Journey analytics collects data from events in digital analytics, behavioral analytics, and usability analytics. These events are accessed via IBM Universal Behavior Exchange APIs. Other external events to the IBM SaaS may be utilized in reporting once the Client has connected data in IBM Universal Behavior Exchange. Journey analytics processes the event and audience data received from IBM Universal Behavior Exchange to generate the IBM SaaS's dashboards, views, and journey reports.

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

- IBM Tealeaf Customer Experience on Cloud
- IBM Tealeaf CX Overstat on Cloud
- Data retention entitlements of 800 days of web analytics report data, 460 days of behavioral report data, 7 days of session replay, and 30 days of usability data

1.1 Included in the subscription fee for the IBM SaaS are the following

- a. Based on IBM's assessment, Client will be provided 50 Client IDs in order to meet their digital analytics needs. Additional Client IDs beyond 50 are subject to an additional fee.
- b. A set of digital analytics reports that can be tailored to five different industry verticals: Content, Content/Commerce, Financial Services, Travel or Retail. These reports can further be customized into views that are variations of the out of the box reports. Client can build ad-hoc reports to create new report against the digital analytics data collected.
- c. Four (4) backward marketing attribution windows per Client ID. Client can adjust the settings (window duration and attribution logic) for three (3) of the windows however one (1) has fixed settings of 1-day duration and last-click attribution logic.
- d. IBM Digital Analytics Benchmark, as applicable, per Client ID
- e. IBM Digital Analytics Digital Data Exchange, as applicable, per Client ID
- f. IBM Digital Analytics Import, as applicable, with the standard data importation modules of Category Definition File, Enterprise Products Report and Forecast Metrics.
- g. IBM Digital Analytics Export, as applicable, per Client ID
- h. IBM Digital Analytics Multi-Byte Character Support, as applicable per Client ID. Migration fee may apply.
- i. Stored "Report Data" per Client ID includes standard reports and ad hoc specified reports and dashboards that the IBM SaaS processes. The IBM SaaS shall store the Client's Explore Reports for twenty-seven (27) months rolling. This report roll-off will also affect custom report views. Note: Top Line Metrics data and segments applied to Top Line metrics will be kept for the duration of the Subscription Period.

1.2 IBM Customer Experience Analytics Test Client IDs for digital analytics functionality

IBM Customer Experience Analytics Test Client IDs for digital analytics functionality – Client will be provided one (1) Client ID for testing purposes in a non-production environment (referred to as Test Client ID). Client can request additional Test Client IDs, up to a total of ten (10) per Client, by contacting Technical Support at cm_support@us.ibm.com. Test Client IDs are limited to 100,000 Server Calls per day. IBM may stop collecting data on a Test Client ID immediately if more than 100,000 Server Calls are received in a single day. Because Test Client IDs are intended for test purposes only, the features enabled are limited, and the data collected and processed for these IDs will be retained for a maximum of five (5) weeks. Client can access reporting on Test Client ID data through IBM Customer Experience Analytics. Visitor registration data is not available in Test Client ID reports. Test reports are deactivated and all test data deleted if either of the following occurs: (a) no user logs into the Test Client ID for thirty (30) consecutive days or (b) no data is sent to the Test Client ID for thirty (30) consecutive days. After six (6) consecutive months of inactivity, a Test Client ID will be completely deleted.

IBM Digital Analytics subscribers whose immediately preceding Subscription Period was under the IBM Digital Analytics Terms of Use will have continued access to the standard IBM Digital Analytics features available under the IBM Digital Analytics TOU until the sooner of (a) the expiration or termination of your IBM Customer Experience Analytics subscription, or (b) IBM's withdrawal of the IBM Digital Analytics offering from market. This continued access will be through the existing IBM Digital Analytics user interface. Clients who had current subscription entitlements to additional Explore Report Credits, Digital Analytics Report Segments or Attribution Windows via explicit add-on service parts will have continued access to those features at the same entitlement level until the sooner of (a) the expiration or termination of your IBM Customer Experience Analytics subscription, or (b) IBM's withdrawal of the IBM Digital Analytics offering from market. Specifically, extra Report Segments and Attribution Windows will remain accessible in the IBM Digital Analytics user interface and clients will be able to create unrestricted user defined reports from the IBM Customer Experience Analytics user interface.

Any previously licensed Digital Analytics add-on services (e.g., Digital Recommendations, LIVEmail, Digital Data Feed, etc.) that the client elects to retain in their Customer Experience Analytics contract renewal will remain as separate entitlements but will also continue uninterrupted and not require any implementation changes.

IBM Universal Behavior Exchange is a technical pre-requisite for IBM Customer Experience Analytics. New users can register for access via the online registration form: <https://www-01.ibm.com/marketing/iwm/iwm/web/signup.do?source=ibm-ubxprovision>.

2. Optional Offerings

2.1 IBM Customer Experience Analytics Session Replay Data Retention Extension

The Session Replay Data Retention Extension provides the option for the Client to retain stored data elements for an extended length of time. Session Replay Data Retention Extension is available in the following increments, added onto the base IBM Customer Experience Analytics session replay data retention of 7 days:

- 7 additional days
- 14 additional days
- 21 additional days
- 49 additional days
- 77 additional days
- 105 additional days

2.2 IBM Digital Analytics Suite

The IBM Digital Analytics Suite subscription includes access to IBM LIVEmail, IBM Lifecycle, IBM Digital Data Feed, and IBM Multichannel Analytics.

a. IBM LIVEmail

A solution that allows Clients to create visitor segments and push these segments to a list of certified E-Mail Service Providers (ESPs) to execute targeted e-mail campaigns.

b. IBM Digital Analytics Lifecycle

A solution that allows Clients to run reports that evaluate whether or not site Visitors have reached key site engagement milestones over an extended time period (up to 400 days).

c. **IBM Digital Data Feed:**

This service provides a data feed configuration and activation module deployed within the IBM Digital Analytics Export application. This service 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 from the IBM Digital Analytics Export user interface) 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.

d. **IBM Digital Analytics Multichannel**

This service provides three (3) additional data importation solutions, as follows:

- Multichannel Import
- Visitor Registration Fields Import
- Data Extensions Import. The number of Data Extensions imports entitled per Client ID is specified in Client's PoE or Transaction Document

3. Ongoing Services

3.1 IBM Customer Experience Analytics AVP One-Point Ongoing Service

Customer Experience Analytics AVP One-Point Ongoing Service is a remotely delivered subscription service that delivers 10 hours per month of personalized support services within each entitlement. It provides a personalized support service with a technical single point of contact in support of Customer Experience Analytics. Unused hours do not roll over month to month. This service will co-terminate with the Customer Experience Analytics subscription.

4. Set-Up Services

IBM Customer Experience Analytics Standard Onboarding and Getting Started Services is a mandatory setup service which is a combination of provisioning and getting started activities to enable use of IBM Customer Experience Analytics. An onboarding consultant is assigned to work with the Client through the implementation, which includes implementation of IBM digital analytics tags (40 hours), IBM Tealeaf CX on Cloud SDK with one replay use case (100 hours), configuration of the journey feature, and integration with IBM Universal Behavior Exchange.



Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

1. Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the IBM SaaS is not available. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within (3) business after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the IBM SaaS based on the duration of time during which production system processing for the IBM SaaS is not available (“Downtime”). Downtime is measured from the time Client reports the event until the time the IBM SaaS is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM’s control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the IBM SaaS during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the IBM SaaS.

For bundled IBM SaaS (individual IBM SaaS offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled IBM SaaS, 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 at a given time.

2. Service Levels

Availability of the IBM SaaS during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
<99.9%	2%
<98%	5%
<97%	10%

* If the IBM SaaS was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the IBM SaaS in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month minus the total number of minutes of Downtime in a contracted month divided by the total number of minutes in the 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	= 2% Availability credit for 99.8% availability during the contracted month
<hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	