

Service Description

IBM eMessage

1. Cloud Service

This Service Description describes the Cloud Service IBM provides to Client. Client means the company and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1.1 IBM eMessage

The IBM eMessage Cloud Service, designed to be used with IBM Campaign, enables you to use customer data gathered through cross-channel, demographics, transactional behavioral, or interaction history in order to segment, target and personalize digital messages for event-triggered or batched messaging.

IBM eMessage is an email service solution that enables you to create documents and deploy digital messages. eMessage offers a message document composer, content library, and html preview for test and production deployment of emails and landing page campaigns. Additionally, eMessage provides post campaign analysis information on permanent and temporary bounces of digital messages and near real-time open & and click tracking.

IBM eMessage – Push Notification is a mobile customer engagement solution that enables you to create and send simple and rich push notifications to the users of their smart phone applications.

a. Email Service Solution

IBM eMessage subscription provides:

- (1) Document Composer: Allows Cloud Service users to construct or edit email and landing pages with a template that defines areas of static content (including text, images and links) and customizable areas where the system can add content based on recipient characteristics with a drag and drop graphical interface. Personalized or online form-based landing pages are customized web pages hosted through the Cloud Service.
- (2) Content Library: Stores client-created templates and includes content files such as jpg, png and gif images and common text associated with individual content elements that are required to create personalized email messages and landing pages.
- (3) Email Preview: eMessage displays a sample of the document as it would be assembled during a mailing as well as the ability to preview the assembled document across email clients such as Yahoo, Gmail and Hotmail, on iPhone and Android based devices and in browsers like Internet Explorer and Firefox.
- (4) Message Deployment: eMessage sends personalized emails to a target audience and host landing pages. There are two deployment options: event-triggered or batched messaging. An event-triggered transactional email is a single email message sent in response to a specific, predetermined transaction detected in the business systems. IBM provides the eMessage Transactional Mailing Service (TMS) as a hosted web service to process transactional email messages. You can work with application developers to integrate corporate transaction management systems with eMessage TMS. Batched messages can run mailings on a specific date and time or in near real-time.
- (5) eMessage System Tables: The eMessage system tables are part of IBM Campaign schema that is installed in the local network, behind corporate firewalls. The system tables contain contact and response data for each mailing, link tracking data for trackable links, and data selected for email recipient lists.
- (6) Reporting and Bounces Management: eMessage records email responses, including data for email opens and link clicks to external web sites for general mailings, individual messages and for specific events associated with each email message. Additionally, eMessage stores information on permanent and temporary message bounces and can provide ISP feedback for unsuccessful attempts.

b. Mobile Customer Engagement Solution

IBM eMessage – Push Notification subscription enables you to create and send simple text-based and rich push notifications to the users of your smart phone applications. It provides marketers with message creation, targeting and analytics capabilities. It also provides a solution for developers and technical teams to enable simple text-based and rich push notifications. The solution includes:

- (1) Campaign management capabilities such as message scheduling based on time zones, geo-segmentation, frequency management, and CRM-based segmentation;
- (2) Content management tools for editing and previewing messages, message personalization, and badge management; and
- (3) Marketing performance measurement and analytics capabilities.

2. Security Description

This Cloud Service follows IBM's data security and privacy principals for IBM SaaS which are available at <https://www.ibm.com/cloud/resourcecenter/content/80> 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 Cloud Service.

3. Service Level Agreement

IBM provides the following availability service level agreement ("SLA") for the Cloud Service 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.

3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within twenty-four (24) hours of first becoming aware of an event that has impacted the Cloud Service availability. 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 three (3) business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the Cloud Service 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 Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed twenty (20) percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

For bundled Cloud Services (individual Cloud Service 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 Cloud Service, and not the monthly subscription fee for each individual Cloud Service. Client may only submit claims relating to one individual Cloud Service in a bundle at a given time.

3.2 Service Levels

Cloud Service	Applicable Service Level	
	Application availability during a contracted month	Data Collection availability during a contracted month
IBM eMessage	Y	Y
IBM eMessage – Push Notification	Y	Y

Availability of the Cloud Service 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% - 99.949%	2%
98% - .98.999%	5%
97% - 97.999%	12%
Less than 97.000%	20%

* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the Cloud Service 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 <hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	= 2% Availability credit for 99.884% availability during the contracted month
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4. Technical Support

Technical support for the Cloud Service is provided via email, phone and an online support portal. IBM will make available the IBM Software as a Service Support Handbook which provides technical support contact information and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

5. Entitlement and Billing Information

5.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- a. Digital Message is a unit of measure by which the Cloud Service can be obtained. A Digital Message is an electronic communication managed or processed by the Cloud Service. Sufficient entitlements must be obtained to cover the total number of Digital Messages managed or processed by the Cloud Service during the measurement period specified in your Transaction Document.
- b. Reputation Identity is a unit of measure by which the Cloud Service can be obtained. A Reputation Identity is a combination of an IP address and/or domain used to improve the deliverability of emails. Sufficient entitlements must be obtained to cover the number of Reputation Identities created for you within the Cloud Service.
- c. Test Account is a unit of measure by which the Cloud Service can be obtained. A Test Account is an account established solely to be used within a test, development, or staging environment. Sufficient entitlements must be obtained to cover the number of Test Accounts created for you within the Cloud Service during the measurement period specified in your Transaction Document.
- d. Instance is a unit of measure by which the Cloud Service can be obtained. An Instance is access to a specific configuration of the Cloud Service. Sufficient entitlements must be obtained for each Instance of the Cloud Service made available to access and use during the measurement period specified in your Transaction Document.
- e. Addressable Device is a unit of measure by which the Cloud Service can be obtained. An Addressable Device is a device upon which an application is installed that is addressable by the Cloud Service. Each application installation that is addressable by the Cloud Service counts as a separate Addressable Device. Sufficient entitlements must be obtained to cover the number of Addressable Devices reported by the Cloud Service during the measurement period specified in your Transaction Document.

- f. 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 Cloud Service. Sufficient entitlements must be obtained to cover each Engagement.
- g. Emails Sent is a unit of measure by which the Cloud Service can be obtained. An email is an electronic communication sent through the Cloud Service. Sufficient entitlements must be obtained to cover the total number of Emails Sent during the measurement period specified in your Transaction Document.

5.2 Setup Charges

Setup charges will be specified in a Transaction Document.

- a. IBM eMessage Test Account SaaS Setup
- b. IBM shall charge a setup fee upon initial provisioning of IBM eMessage Test Account Setup. This service updates the Cloud Service environment to use an additional Test Account beyond the amount provided with the applicable IBM eMessage – Email Onboarding Services.
- c. IBM eMessage Reputation Identity SaaS Setup
IBM shall charge a setup fee upon initial provisioning of IBM eMessage Reputation Identity SaaS Setup. This service updates the Cloud Service environment to use an additional Reputation Identity beyond the amount provided with the applicable IBM eMessage – Email Onboarding Services.

5.3 Partial Month Charges

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

5.4 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, Client will be charged for the overage as specified in the Transaction Document.

5.5 On-Demand Charges

On-Demand charges, as specified in the Transaction Document, will apply when Client requests activation of the On-Demand part.

- a. IBM eMessage Test Account On-Demand Setup
This service updates the Cloud Service environment to use an additional Test Account, in addition to the amount provided with the applicable IBM eMessage – Email Onboarding Services, when specifically requested by you. The part must be included in the Transaction Document.
- b. IBM eMessage Reputation Identity On-Demand Setup
This service updates the Cloud Service environment to use an additional Reputation Identity, in addition to the amount provided with the applicable IBM eMessage – Email Onboarding Services, when specifically requested by you. The part must be included in the Transaction Document.

5.6 Remote Services (Human Based) Charges

Remote Services are purchased on a per Engagement charge metric and are invoiced when ordered. Services expire 90 days from purchase regardless of whether all hours have been used.

- a. IBM eMessage – Email Onboarding Standard Services
Provides up to 60 hours of remote consulting, best practices, training and configuration for onboarding you to the IBM eMessage email service solution. This may include, but not limited to, providing ramp-up, education, and deliverability reports. Up to two (2) Reputation Identity setups and one (1) Test Account are included.
- b. IBM eMessage – Email Onboarding Professional Services
Provides up to 75 hours of remote consulting, best practices, training and configuration for onboarding you to the IBM eMessage email service solution. This may include, but not limited to, providing ramp-up, education, deliverability reports and use case assistance. Up to five (5) Reputation Identity setups and two (2) Test Accounts are included.
- c. IBM eMessage Delivery Service
Provides up to 15 hours and three (3) items per engagement of: analysis mailing reputation with recommendations to sustain a positive mailing reputation; review and discuss methods to improve inbox delivery; analysis and recommendations to minimize spam complaints.

- d. IBM eMessage Content Service
Provides up to 15 hours and three (3) items per engagement of: analysis mailing reputation with recommendations to sustain a positive mailing reputation; review and discuss methods to improve inbox delivery; analysis and recommendations to minimize spam complaints.
- e. IBM eMessage Best Practices Service
Provides up to 15 hours and three (3) items per engagement of: campaign analysis review; develop multi-wave campaigns; how to properly re-engage or deactivate segments; how to analyze unsubscribed/spam complaints with other channels; brand and reputation strategy management; A/B split setup review; advanced scripting review.
- f. IBM eMessage Custom Email Service
Provides any two (2) items across any of the above eMessage remote services offerings (described in the eMessage Delivery Service, Content Service and Best Practices Service sections above).
- g. IBM eMessage - Push Notification Onboarding Advisory Services
Provides a combination of the following: up to five (5) application keys setup, up to twenty (20) hours of email or phone based question and answer, initial push notification implementation acceptance testing cycle on any two (2) native applications using Android, iOS, Windows notification services, up to one (1) hour of remote console training for marketers and implementation training for developers.
- h. IBM eMessage - Push Notification Onboarding Standard Services
Provides a combination of the following: The services included in IBM eMessage – Push Notification Onboarding Advisory Services plus up to ten (10) additional hours of email or phone based question and answer, account creation, customization of up to two (2) screens of user interface, optional weekly 30-minute meetings, initial push notification implementation acceptance testing cycle on any four (4) native applications using Android, iOS, Windows notification services, up to one (1) software integration service with IBM or 3rd party software compatible with IBM eMessage - Push Notification.
- i. IBM eMessage - Push Notification Onboarding Professional Services
Provides a combination of the following: The services included in IBM eMessage – Push Notification Standard Services plus up to ten (10) additional hours of email or phone based question and answer, creation of custom roles and permissions for each account, creation of certificates as part of application set up, whitelisting service to identify IP addresses that can connect with IBM eMessage - Push Notification, up to two (2) additional software integration service with IBM or 3rd party software compatible with IBM eMessage - Push Notification.

5.7 Ongoing Services Subscription

- a. IBM eMessage - Push Notification Ongoing Advisory Services
Provides a combination of the following: one (1) additional push notification implementation acceptance testing cycle per year, up to twenty (20) hours (total per year) of question and answer via email or phone.
- b. IBM eMessage - Push Notification Ongoing Standard Services
Provides a combination of the following: the services included in IBM eMessage – Push Notification Ongoing Advisory Services plus up to ten (10) additional hours (total per year) of question and answer via email or phone, one (1) additional push notification implementation acceptance testing cycle per year, up to two (2) customized campaign performance reports, up to 10 hours (total per year) for guidance around usage of console and overall push strategy.
- c. IBM eMessage - Push Notification Ongoing Professional Services
Provides a combination of the following: the services included in IBM eMessage – Push Notification Ongoing Standard Services plus up to ten (10) additional hours (total per year) of question and answer via email or phone, up to four (4) additional push notification implementation acceptance testing cycles per year, priority response for support tickets, up to two (2) hours (total per year) of support to advise on seasonal marketing, optional weekly 30-minute meetings to address key performance indicator and short and long-term application/push notification goals.
- d. IBM eMessage - Campaign Strategy Services

For one (1) campaign per month, provides advice on push notification campaign tactics regarding strategy, frequency and schedule.

e. **IBM eMessage - Strategy & Campaign Configuration Services**

For up to one (1) campaign per month, provides a combination of the following: the services included in Campaign Strategy Services plus assistance in creation of marketing calendar notifications schedule, setup of up to two (2) notifications in IBM eMessage - Push Notification's console, and delivery of up to two (2) screen shots of the notification to you.

f. **IBM eMessage - Strategy, Planning & Campaign Configuration Services**

For up to three (3) campaigns per month, provides a combination of the following: the services included in Strategy & Campaign Configuration Services plus real time testing of notifications with you (by phone), and delivery of up to two (2) custom reports.

6. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service 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 Cloud Service will automatically renew for the term specified in the PoE.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90 day period.

7. Additional Information

7.1 Entitlement Information

a. **IBM eMessage**

The available measurement period for the number of Digital Message or Emails Sent, as applicable, by the Cloud Service is one (1) calendar month.

Emails sent through the Blind Carbon Copy (BCC) will be charged as a Digital Message or Emails Sent, as applicable.

b. **IBM eMessage Post Click Analytics**

Included in the subscription fee for IBM eMessage Post Click Analytics is up to fifteen (15) Million Server Calls per month.

7.2 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.

7.3 Notice Regarding Use of Cookies

IBM may use cookies and tracking technologies to collect personally identifiable information in gathering usage statistics and information designed to help improve user experience and tailor interactions with users, in accordance with IBM's privacy policies.

7.4 Enabling Software

The IBM eMessage – Push Notification Cloud Service offering includes enabling software. You have a license to use the enabling software, in the manner described in the documentation associated with the Cloud Service, for the length of the term of the Cloud Service and solely as needed to facilitate or enable your access and use of the Cloud Service. Your license to the enabling software terminates either upon termination or expiration of the Cloud Service's term. To the extent that the enabling software contains sample code, you have the additional right to use the sample code to make derivative works only as permitted and necessary to use the Cloud Service. As with all other enabling software, your license to use the sample code and any derivative works terminates upon the termination or expiration of the Cloud Service's term. The enabling software is provided subject to the Service Level Commitment, if any, as a component of the Cloud Service, but is otherwise provided "AS IS," without warranty.

Enabling Software included with the Cloud Service consists of the following (including any updates, fixes or patches IBM makes available to the following):

- a. IBM Push Notification SDK for Android
- b. IBM Push Notification SDK for Apple iOS
- c. IBM Push Notification SDK for Blackberry
- d. IBM Push Notification SDK for Windows Phone 8.