

## Service Description

### IBM Digital Analytics

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party 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. Cloud Service

##### 1.1 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 Cloud Service user interface to help understand visitor behavior. Custom views and reports can be generated through the user interface to provide further insights. The Cloud Service base package includes:

- a. A set of 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 default report views. Clients also have the ability to view metrics in near real-time through monitoring dashboards as well as to export out customizable visitor segments.
- b. An ad-hoc reporting tool that allows Clients to create new reports against the digital analytics data collected.
- c. Based on IBM's assessment, Client will be provided an appropriate number of Client IDs in order to meet their web analytics needs:
  - For Clients subscribed to the IBM Digital Analytics subscription identified in their Transaction Document as D0MHQLL, this includes from 1-50 Clients IDs. The 50 Client IDs can be individual stand-alone IDs; or, in a multi-site environment, the 50 Client IDs can be a combination of global parent IDs and child IDs (where child IDs roll-up to a parent ID for aggregate reporting). Additional Client IDs beyond 50 are subject to an additional fee. If Client requests to change from a standalone to a multi-site environment, Client may start fresh with new data going forward.
- d. Ten (10) persistent report segments and ten (10) one-time report segments per Client ID.
- e. 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.
- f. Twenty-five (25) TruePath Funnels. IBM may provide to Client an appropriate number of additional TruePath Funnels up to a total of Fifty (50) per Client ID, based on IBM's assessment of Client needs.
- g. IBM Digital Analytics Benchmark, per Client ID.
- h. IBM Digital Analytics Digital Data Exchange, per Client ID.
- i. IBM Digital Analytics Monitor, per Client ID.
- j. IBM Digital Analytics Dashboard.
- k. IBM Digital Analytics Import with the standard data importation modules (Category Definition File, Enterprise Products Report and Forecast Metrics).
- l. IBM Digital Analytics Export, per Client ID.
- m. IBM Digital Analytics Multi-Byte Character Support, per Client ID. A migration fee may apply.
- n. Up to one (1) Client ID enabled on IBM Digital Analytics Explore Live reports. Upon request, this includes the Digital Data Exchange API.

- o. Stored "Session Activity Data" per Client ID is the storage of detailed records in best practice reports related to a visitor's session including timestamps, categories, and page IDs for all pages viewed within a visitor session for thirteen (13) weeks, after which it is deleted. This data roll-off will affect "set-up" reporting (reporting requiring user configuration and initiation) including One-Time Report Segments, Clickstream, TruePath, Inbound Link Analysis and On-Site Link Analysis reporting on time periods that have rolled-off.
- p. Stored "LIVEview Report Data" per Client ID is the storage of data used for rendering results into the LIVEview click overlay report for the user selected time period as well as other locations where this data is used, including report downloads, exports and Page Zoom reports for thirteen (13) weeks, after which it is deleted.
- q. Stored "Visitor Activity Data" per Client ID is the storage of visitor history of pages, products, marketing activities, orders and other select activities of best practice reports associated with a visitor for thirteen (13) months, after which it is deleted. This data roll-off will affect "set-up" reporting including Profile Segments analysis on time periods that have rolled-off.
- r. Stored "LIVE Profile Data" per Client ID is the storage of attributes of a visitor's profile including visitor registration data such as email address, gender, age and education and key visitor milestones including date of first visit, cumulative spend and initial referral source for the duration of the Cloud Service term.
- s. Stored "Standard Report Data" per Client ID is the storage of best practice reports and dashboards that the Cloud Service automatically processes every night without Client set-up for twenty-seven (27) months rolling. This report roll-off will also affect custom report views. Note: Top Line Metrics data and report segments applied to Top Line metrics will be kept for the duration of the Subscription Period, with the exception of US Session %, Element Views, and Element Views/Session metrics, which are stored for twenty-seven (27) months rolling.
- t. Stored "Explore Session Activity Data" per Client ID includes detailed records related to a Visitor's session including timestamps, categories, and page ids for all pages viewed within a Visitor session. The Cloud Service shall store Explore Session Activity Data for twenty-seven (27) months rolling. After such period, the Explore Session Activity Data is deleted. This data roll-off will affect the historic date range upon which an Explore report can be processed.
- u. Stored "Explore Report Data" per Client ID includes standard reports and ad hoc specified reports and dashboards in Explore that the Cloud Service processes. The Cloud Service shall store the Client's Explore Reports for twenty-seven (27) months rolling.

## **1.2 Optional Features**

### **1.2.1 IBM Digital Analytics Impression Attribution**

A solution that allows Clients to track content views by visitors not on the Client's own website to understand how marketing impressions (e.g. display banner advertisements, widgets, syndicated videos, micro-sites, etc.), impact conversions on their website.

### **1.2.2 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.

### **1.2.3 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.

### **1.2.4 IBM Digital Analytics Digital Data Feed**

A solution that provides Clients a data feed configuration and activation module to allow Clients to directly specify and schedule a daily data export that includes the Client's raw data available in the Cloud Service.

### **1.2.5 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 Transaction Document.

### **1.2.6 IBM Digital Analytics Digital Data Feed Services**

This service provides a data feed configuration and activation module deployed within the IBM Digital Analytics Export application. This service allows Client to directly specify and schedule a daily data export that includes Client's raw data available in the Cloud Service. 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.

### **1.2.7 IBM Digital Analytics Retention Extension**

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

- additional 12 weeks retention of Session Activity Data
- additional 12 months retention of Visitor Activity Data
- additional 12 months retention of Standard Report Data

### **1.2.8 IBM Digital Analytics Explore Retention Extension**

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

- additional 12 months retention of IBM. Digital Analytics Explore or IBM Explore data, as applicable.
- additional 12 months retention of IBM Digital Analytics Explore or IBM Explore reports, as applicable.

### **1.2.9 IBM Digital Analytics Additional Marketing Attribution Windows**

The Additional Marketing Attribution Windows entitles a Client to use a number of additional backward looking marketing attribution windows beyond the default quantity included with the Cloud Service. The subscribed additional quantity of marketing attribution windows is in total, not for each Client ID. A marketing attribution window provisioned to multiple Client IDs counts as multiple attribution windows against the entitlement.

## **1.3 IBM Digital Analytics Additional Report Segments**

The Additional Report Segments entitles a Client to use a number of additional persistent and one-time report segments beyond the default quantity included with the Cloud Service. The subscribed additional quantity of report segments can be used with each Client ID. Every quantity of 10 additional report segments provides 10 persistent report segments and 20 one-time report segments for each Client ID.

### **1.3.1 IBM Digital Analytics Explore Unrestricted Reports**

Explore Unrestricted Reports extends the amount of Explore Reports entitled with IBM Digital Analytics subscription to entitle Client to use an unrestricted number of Explore reports per month.

## **1.4 Setup Services**

### **1.4.1 IBM Digital Analytics One-Time Setup**

Included in this setup service is up to 40 hours of remote implementation and onboarding services for Client's initial Client ID. Services expire 90 days from date IBM notifies Client that access to the Cloud Service is available, regardless of whether Client uses all 40 hours.

### **1.4.2 IBM Digital Analytics Additional Client ID Implementation Entity ID On-Demand Setup**

This service provides implementation services, up to eight (8) hours each, for additional Entity ID(s) beyond the initial Entity ID implementation provided by IBM Digital Analytics One-Time Setup.

## **1.5 Remotely Delivered Services**

### **1.5.1 IBM Digital Analytics Consulting Services**

Provides up to 20 hours of remote consulting time for analytical purposes driven by Client. The nature of the analysis is defined by discussion between Client and the IBM analyst. The analysis must be deemed feasible by the IBM analyst. Services are purchased per Engagement and expire 90 days from date of purchase or date Client is notified by IBM that access to the Cloud Service is available, whichever is later, regardless of whether all hours have been used.

### **1.5.2 IBM Digital Analytics Managed Implementation Services**

Provides up to 50 hours of accelerated baseline data collection for one web domain by delivering a custom global Javascript file to address Client's tagging requirements and documentation for maintaining the Javascript file. Services are purchased per Engagement and expire 90 days from date of purchase or date Client is notified by IBM that access to the Cloud Service is available, whichever is later, regardless of whether all hours have been used.

## **2. Content and Data Protection**

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413338838241>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

## **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 24 hours of first becoming aware that there is a critical business impact and the Cloud Service 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 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 10 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

"Inbound Data Collection" means the collection of inbound data via the inbound data processing elements of the Cloud Service.

Cloud Service	Applicable Service Level	
	Application availability during a contracted month	Inbound Data Collection availability during a contracted month
IBM Digital Analytics	Y	Y
IBM Digital Analytics Lifecycle	Y	N
IBM Digital Analytics Impression Attribution	Y	Y
IBM Digital Analytics Multichannel	Y	N
IBM Digital Analytics for Social Media	Y	N
IBM LIVEmail	Y	N
IBM Digital Analytics Explore	Y	N
IBM Digital Analytics Digital Data Feed	Y	N

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)
Less than 99.949%	2%
Less than 98.999%	5%
Less than 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.

## 4. Technical Support

Technical support for the Cloud Service is provided via email, online support system, Live Chat and by phone ("Technical Support"). IBM's software as a service support guide available at [https://www-01.ibm.com/software/support/saas\\_support\\_guide.html](https://www-01.ibm.com/software/support/saas_support_guide.html) provides technical support contact 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:

- 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 of Client's web sites. Each MSC entitlement represents one Million Server Calls. Sufficient Million Server Call entitlements must be obtained to cover the number of Server Calls processed during the measurement period specified in the Transaction Document.
- Million Marketing Impressions (MMIs) is a unit of measure by which the Cloud Service can be obtained. A Marketing Impression is each occurrence of an advertisement or banner displayed on a web page. Each MMI entitlement represents one Million Marketing Impressions collected and processed by the Cloud Service. Sufficient MMI entitlements must be obtained to cover the number of Marketing Impressions processed during the measurement period specified in Client's Transaction Document.
- Entity ID is a unit of measure by which the Cloud Service can be obtained. An Entity ID is a unique identifier for any entity represented within the Cloud Service. Sufficient entitlements must be obtained to cover the number of Entity IDs identified in the Cloud Service during the measurement period specified in Client's Transaction Document. For the Cloud Service, the Entity ID (often referred to as a Client ID) separates and/or controls access rights to data in the Cloud Service which may encompass processed data from one or more web sites.  
For purposes of this Cloud Service offering, a Client ID is the same as an Entity ID.
- Engagement is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services including but not limited to a training event, business analysis, or a deliverable-based services event. Sufficient entitlements must be obtained to cover each Engagement.

### 5.2 Set-Up Charges

A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

An on-demand set-up charge, if ordered, will be billed at the rate specified in the Transaction Document for each setup service.

### 5.3 Overage Charges

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

### 5.4 On-Demand Charges

On-Demand charges, as specified in the Transaction Document, will apply when Client requests activation of the On-Demand part. When activated, Client will be invoiced according to the rate set in the Transaction Document.

## **5.5 Remote Services Charges**

A remote service charge will be billed at the rate specified in the Transaction Document for such remote service and will expire 90 days from purchase regardless of whether the remote service has been used.

## **5.6 Billing Frequency**

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

## **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. Renewals are subject to an annual price increase as specified in a quote. In the event the automatic renewal is after receipt of an IBM notice of a withdrawal of the Cloud Service, the renewal term will end the earlier of the end of the current renewal term or the announced withdrawal date.

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 Terms**

### **7.1 General**

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

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

### **7.2 Enabling Software**

The Cloud Service requires the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service. Enabling software is provided "AS-IS".

### **7.3 IBM Digital Analytics Benchmark Service**

Although the Benchmark Services are a standard part of the Cloud Service, participation is optional. Client may elect not to participate by contacting Technical Support at [cm\\_support@us.ibm.com](mailto:cm_support@us.ibm.com). For IBM to provide any Benchmarking Services, IBM must prepare, access, process and analyze certain KPI metrics of a single IBM Client as summary data, and will use that the summary data to create a report of aggregate data from all participating IBM Clients. IBM will not disclose to any third party nor make publicly available any of Client's summary data in a fashion that identifies Client or their product brands or trademarks, or any visitor. IBM Benchmarking reports, their contents, and the aggregate data are the property of IBM and are IBM's confidential information.

### **7.4 IBM Digital Analytics Test Client IDs**

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](mailto: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 Digital Analytics or through a limited version of IBM Digital Analytics Explore. 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.