

## Service Description

### IBM Tealeaf Customer Experience on Cloud

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. Cloud Service

##### 1.1 IBM Tealeaf CX on Cloud

IBM Tealeaf CX on Cloud is an analytics solution for traditional web, native mobile and mobile/responsive web applications. The solution is designed to help Clients understand and improve the overall end user experience by analyzing behavioral problems from large and complex data sets. Data including application interactions, device information, and user context will be captured and sent to the IBM hosted environment. IBM Tealeaf CX on Cloud comes with numerous “out of the box” reports, and dashboards that allow the Client to consume their results nearly immediately. In addition to the predefined reports and dashboards, users can customize both reports and dashboards to meet more specific analytic needs.

IBM Tealeaf CX on Cloud base package includes the following:

a. Application Profiles

Included in the subscription fee is the ability to configure up to 10 Application Profiles. An Application Profile is a reporting entity with associated permissions assignable to the user. Typically an Application Profile has a one-to-one mapping with a single application or website. Client should consult with the IBM Tealeaf Lab Services team if they wish to combine multiple application(s) and/or website(s) into a single Application Profile for reporting purposes.

The first Application Profile will be configured by IBM and available when the Cloud Service is provisioned. If more than 10 Application Profiles are needed, a request can be submitted to IBM Support and agreed to by IBM and Client. Additional Application Profiles will not be unreasonably withheld.

b. Authorized Users

Included in the subscription fee are 50 Authorized Users. The IBM Tealeaf CX on Cloud Additional Users can be purchased for each additional Authorized User required above the included 50.

c. Data Retention Periods

Included in the subscription fee for the Cloud Service are the following data retention periods:

- (1) 12 months of rolling Reporting Data. Reporting Data is defined as metric and dimensions associated with the reports and dashboards in the Cloud Service.
- (2) Seven (7) calendar days of rolling Capture Data. Capture Data is defined as data collection from the Tealeaf SDK.

##### 1.2 Optional Features

a. IBM Tealeaf CX on Cloud Reporting Data Retention Extension

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

- Additional 12 months rolling retention of Reporting Data for a total maximum of 24 months of rolling Reporting Data storage.

b. IBM Tealeaf CX on Cloud Capture Data Retention Extension

The Capture Data Retention Extension provides the option for Client to retain certain stored data elements for an extended length of time. Capture Data Retention Extension is available in the following increments, added onto the base Tealeaf CX on Cloud Capture Data retention of 7 days:

- 7 additional days
- 14 additional days
- 21 additional days
- 49 additional days

- 77 additional days
  - 105 additional days
- c. IBM Tealeaf CX on Cloud Additional Users  
Provides the option to purchase additional authorized users in addition to the 50 provided in the IBM Tealeaf CX on Cloud subscription.
- d. IBM Tealeaf CX on Cloud Network Capture Add-On  
Network Capture Add-On is a hybrid cloud solution that provides the option for customers to send their network traffic data to IBM Tealeaf CX on Cloud for additional customer insights. This solution supports passive capture of network traffic for all customer sessions and allows customer to configure and evaluate events that track network and sever errors and monitor performance issues that affect customer experience. In addition, customers can drill down into individual sessions to evaluate the HTML request and response data to understand the root cause of customer struggle. This solution requires customers to install and maintain a light set of on-premise infrastructure needed to forward network traffic to the cloud environment.  
Included in the subscription fee for the Tealeaf CX on Cloud Network Capture Add-On is the following:
- 7 calendar days of rolling Network Capture Data.
  - Passive Capture Application that captures all requests and response of the web application.
  - Data Transport Application that processes the request and response data, filters or encrypts sensitive data and routes the data to IBM Tealeaf CX on Cloud.
- e. IBM Tealeaf CX on Cloud Network Capture Data Retention Add-On  
The Network Capture Data Retention Extension Add-On provides the option for Client to retain certain stored data elements for an extended length of time, namely:
- Additional 7 calendar days rolling retention of Network Capture Data for a total maximum of 14 days of rolling Reporting Data storage.

## 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 ten (10) percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

### 3.2 Service Levels

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)
<99.9%	2%
<99.0%	5%
<95.0%	10%

\* 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	= 2% Availability credit for 99.8% availability during the contracted month
<hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	

## 4. Technical Support

Technical support for the Cloud Service is provided via email, online support system and by phone as described below. Technical support is offered with the Cloud Service and is not available as a separate offering.

Severity	Severity Definition	Response Time Objectives During Support Hours
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
2	Significant business impact: A service business feature or function of the service is severely restricted in its use or Client is in jeopardy of missing business deadlines.	Within 2 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
4	Minimal business impact: An inquiry or non-technical request	Within 1 business day

## 5. Entitlement and Billing Information

### 5.1 Charge Metrics

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

- a. Million Interactions (MIs) is a unit of measure by which the Cloud Service can be obtained. An Interaction is a digital interaction with an application captured by the Cloud Service, either at the network level (e.g., a request and response pair (“Hit”) over http or https) or otherwise. Sufficient MI entitlements must be obtained to cover the number of Interactions processed during the measurement period specified in 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 Cloud Service. Sufficient entitlements must be obtained to cover each Engagement.

- c. Authorized User is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the Cloud Service during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.

## 5.2 Partial Month Charges

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

## 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 Remote Services Charges

Remote Services are purchased using the Engagement charge metric and will be invoiced when ordered.

### a. IBM Tealeaf CX on Cloud Onboarding Service

This onboarding service provides the following remote consulting, product training, and configuration for onboarding Client to IBM Tealeaf CX on Cloud based on the allocation of remotely delivered services listed below:

- Provides up to 24 hours of services to assist Client with the implementation and instrumentation of the Tealeaf software development kit (SDK).
- Provides up to 24 hours of training to educate Client on general product information and overall usage.

The IBM Tealeaf CX on Cloud Onboarding Service is purchased per Engagement with one Engagement per Client. The Remote Service expires 90 days from the date Client is notified by IBM that access to the Cloud Service is available regardless of whether all hours have been used

### b. IBM Tealeaf CX on Cloud Basic Deployment and Analytics Service

Tealeaf CX on Cloud Basic Deployment and Analytics Services provide an extended set up package and an ongoing best practices and analytics service available at either six (6) or twelve (12) months of service. The extended set up package delivers 112 hours of remotely delivered extended deployment services, includes SDK extensions and configurations for custom data capture needs, SDK optimizations, replay configuration (up to 3 use cases), data validation, and a 'known issues KPI analysis' report. The ongoing best practices and analytics services deliver 16 hours per month for Client's six or twelve month remotely delivered service period, which includes ongoing data capture configuration, data validation and report configuration, customer experience investigation, and business impact analysis.

- IBM Tealeaf CX on Cloud Basic Deployment and Analytics 6 Months Service provides 208 hours of services combining an extended set up package and ongoing analytics service for six months. This Service expires 212 days from the start date of the engagement regardless of whether all hours have been used.
- IBM Tealeaf CX on Cloud Basic Deployment and Analytics 12 Months Service provides 304 hours of services combining an extended set up package and ongoing analytics service for twelve months. This Service expires 395 days from the start date of the engagement regardless of whether all hours have been used.

### c. IBM Tealeaf CX on Cloud Standard Deployment and Analytics Service

Tealeaf CX on Cloud Standard Deployment and Analytics Services provide an extended set up package, a best practices package, and an ongoing best practices and analytics service available at either six (6) or twelve (12) months of service. The extended set up package delivers 112 hours of remotely delivered extended deployment services, which includes SDK extensions and configurations for custom data capture needs, SDK optimizations, replay configuration (up to 3 use cases), data validation, and a 'known issues KPI analysis' report. The best practices package provides 80 hours of remotely delivered custom experience investigation and a business impact analysis. The ongoing best practices and analytics services deliver 40 hours per month for Client's

six or twelve month remotely delivered service period, which includes ongoing data capture configuration, data validation and report configuration, customer experience investigation, business impact analysis.

- IBM Tealeaf CX on Cloud Standard Deployment and Analytics 6 Months Service provides 432 hours of services combining an extended set up package, a best practices package, and an ongoing best practices and analytics service for six months. This Service expires 212 days from the start date of the engagement regardless of whether all hours have been used.
  - IBM Tealeaf CX on Cloud Standard Deployment and Analytics 12 Months Service provides 672 hours of services combining an extended set up package, a best practices package, and an ongoing best practices and analytics service for twelve months. This Service expires 395 days from the start of the engagement regardless of whether all hours have been used.
- d. IBM Tealeaf CX on Cloud Advanced Deployment and Analytics 12 Months Service
- Tealeaf CX on Cloud Advanced Deployment & Analytics 12 Months Services provides 1,080 hours of services combining an extended set up package, a best practices package, an ongoing best practices and analytics service for 12 months, and the AVP One-point Program for 12 months. The extended set up package delivers 112 hours of remotely delivered extended deployment services, which includes SDK extensions and configurations for custom data capture needs, SDK optimizations, replay configuration (up to 3 use cases), data validation and a 'known issues KPI analysis' report. The best practices package provides 80 hours of remotely delivered customer experience investigation and a business impact analysis. The ongoing best practices and analytics services delivers 64 hours per month for 12 months of remotely delivered services which includes ongoing data capture configuration, data validation and report configuration, customer experience investigation, business impact analysis and data science services. The AVP One-point program delivers 10 hours of remotely delivered personalized support service, with a named contact. This Service expires 395 days from the start date of the engagement regardless of whether all hours have been used.
- e. IBM Tealeaf CX on Cloud Basic Ongoing 12 Months Service
- Tealeaf CX on Cloud Basic Ongoing 12 Months Services provides 232 hours of remotely delivered ongoing best practices and analytics service for 12 months. It delivers a remotely delivered deep dive analyst health check for 40 hours, and a remotely delivered ongoing service 16 hours per month for 12 months which includes data capture configuration, data validation and report configuration, customer experience investigation and business impact analysis. This Service expires 395 days from the start date of the engagement regardless of whether all hours have been used.
- f. IBM Tealeaf CX on Cloud Standard Ongoing 12 Months Service
- Tealeaf CX on Cloud Standard Ongoing 12 Months Services provides 520 hours of remotely delivered ongoing best practices and analytics service for 12 months. It delivers a remotely delivered deep dive analyst health check for 40 hours, and a remotely delivered ongoing service of 40 hours per month for 12 months which includes data capture configuration, data validation, report configuration, customer experience investigation and business impact analysis. This Service expires 395 days from the start date of the engagement regardless of whether all hours have been used.
- g. IBM Tealeaf CX on Cloud Advanced Ongoing 12 Months Service
- Tealeaf CX on Cloud Advanced Ongoing 12 Months Services provides 928 hours of remotely delivered ongoing best practices and analytics service for 12 months. It delivers a remotely delivered deep dive analyst health check for 40 hours, a remotely delivered ongoing service of 40 hours per month for 12 months which includes data capture configuration, data validation, report configuration, customer experience investigation, business impact analysis and data science services and the AVP One-point program delivers 10 hours of remotely delivered personalized support service, with a named contact. This Service expires 395 days from the start date of the engagement regardless of whether all hours have been used.

## 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. Enabling Software**

This Cloud Service includes enabling software, which should be used only in connection with Client's use of the Cloud Service for the Cloud Service term. If the enabling software contains sample code, Client may make derivative works of the sample code for use with the Cloud Service. If enabling software is accompanied by a separate license agreement, the term of such license agreement(s) also applies, as limited by this section. In the event of conflict, the terms of this Service Description prevail over any such accompanying license agreement. Client is responsible to remove enabling software upon expiration or termination of the Cloud Service.

## **8. Additional Information**

### **8.1 No Personal Health Information**

The Cloud Service is not designed to comply with HIPAA and may not be used for the transmission or storage of any Personal Health Information.

### **8.2 Data Retention**

All data is stored and removed based on a rolling window of time which is built around the concept of first in, first out. Data is stored for a set amount of time and is then discarded as the specified time window expires. The rolling data retention window begins as soon as data starts flowing into the system and is updated daily

By purchasing a subscription to IBM Tealeaf CX on Cloud, the Client is allotted a specific amount of data storage based on their monthly MI entitlement. This storage allotment is available to Client within their IBM Tealeaf CX on Cloud solution. If the Client goes beyond the allotted storage they must either come back into compliance with the storage limit by cleaning up old events, dimensions and reports. If the Client does not perform this action in 30 days, their data retention period will reduce in order to account for the increased storage.

### **8.3 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.