

## Service Description

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### IBM Silverpop Engage

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

IBM Silverpop Engage is a cloud-based digital marketing platform that supports omni-channel marketing and lead management. Silverpop Engage uses Client customer data and individual behaviors, collected from a variety of sources, to inform and drive personalized interactions in real time on behalf of the Client.

An IBM Silverpop Engage subscription provides the following capabilities:

- a. **Message Creation and Delivery:** a web-based editor enables users to create and edit message content, and provides point-and-click access to link tracking, personalization, and dynamic content.
- b. **Advanced Segmentation:** segmentation capabilities allow users to target contacts based on their behavioral, profile or preference data.
- c. **Multi-Channel Messaging:** send integrated campaign messaging across various channels, including email, social, web and mobile. Silverpop Engage includes features that help ensure that Client touch points are kept integrated to convey a consistent and personalized experience.
- d. **Automated Campaigns:** use a visual campaign builder to create marketing programs, from simple drip strategy campaigns to those with complex, multiple touch points. Send automated messages when a lead routes or performs a certain action using nurture campaigns based on the individual action of each lead.
- e. **Scoring:** rank Client customers and prospects based on buying criteria, demographics and behaviors such as website visits, form submissions and message interaction or on time-based components including recency and frequency. When contacts reach a certain score, marketing automation features route them for the appropriate follow-up.
- f. **Web Tracking:** monitor how contacts interact with Client online, for example using calculators, live chats, and social buttons, and then use these behaviors to move a contact into a marketing program or as part of Client's behavioral scoring model.
- g. **Landing Pages and Web Forms:** design and publish landing pages and web forms, which capture inquiry information that can be utilized to create custom pages.
- h. **Reporting:** more than 80 customizable reports are available that span various marketing channels -- including email campaigns, social and mobile.
- i. **Relational Tables:** store multiple lines of data on purchases, event attendance, activities and map it to a single record, offering a holistic Client customer view. This data can be utilized in queries and segmentation, dynamic content and in personalization in messages.
- j. **B2B Lead Management:** manage and score leads, use automation to nurture them through the pipeline and maximize Client's marketing efforts.
- k. **Social:** organizations can share email marketing messages on social networking sites and produce detailed reports on the results, post or schedule posts that coincide with their email sends and insert a link to a forward-to-a-friend Web page or include a forward-to-a-friend form in the message body.
- l. **Application Programming Interfaces (APIs):** The Silverpop Engage API Suite is accessible via REST, SOAP, and XML protocols and utilizes standard web protocols (HTTP POST, HTTPS, FTP, SFTP) and file formats (XML, CSV, TSV, PSV). Real-time requests and responses are handled via HTTP/HTTPS and batches of data are handled via FTP/ SFTP.

A Silverpop Engage subscription includes five sending domains, one custom branded host domain and up to ten environments. Clients with commitments to send more than three million email messages per year are eligible to receive a dedicated Internet protocol (IP) address.

#### 1.2 Optional Subscription Offerings

Optional subscription offerings are available for an additional charge:

- a. IBM Silverpop Transact for Engage - Database provides the ability to deliver real-time, custom branded, one-to-one transactional messages generated by triggers in emails, web forms, landing pages or tele-sales. Silverpop Engage Transact is a dedicated sending architecture specifically designed for the unique needs of transactional or triggered messages such as receipts, notifications, alerts, itineraries, etc. It can be connected to an in-house system currently triggering messages. Provided with the product are an IP address and custom domain, link and message delivery tracking, bounce and reply management and tracking on message distribution, activity, and delivery metrics.
- b. IBM Silverpop Multi-Factor Authentication provides functionality to support the use of an authentication code as a secondary log-on requirement, in addition to a user's username/password combination, to grant access to a Silverpop Engage account through a web browser.
- c. IBM Silverpop Social Sign-in provides the ability for a company to build web forms that offer a social identity registration option instead of filling out the fields on the form manually. Social Sign-In relies on or incorporates third party technology provided by Janrain. Use of the Social Sign-in technology is subject to the terms, conditions, and availability of the respective social sign networks accessed through use of Social Sign-In and the underlying Janrain technology.
- d. IBM Silverpop Inbox Monitoring allows Client to measure general inbox delivery to large Internet Service Providers (ISPs) and Inbox Providers across multiple regions
- e. IBM Silverpop Universal Behaviors provide event level integration between Silverpop Engage and other technology applications. The behavioral events and data collected from these applications can be stored within Silverpop Engage and leveraged by features such as programs, scoring and queries. Included are supported integrations with existing IBM products, three data streams for additional integrations and 180 days of data storage.
- f. IBM Silverpop Universal Behaviors Additional Data History provides an additional 180 days of event data storage for IBM Silverpop Universal Behaviors. This is an add-on to IBM Silverpop Universal Behaviors for Clients who require data storage greater than the standard 180 days for Universal Behaviors.
- g. IBM Silverpop Universal Behaviors Additional Stream provides an additional data stream for IBM Silverpop Universal Behaviors. This is for Clients who need an additional data stream beyond the unlimited IBM integrated product data streams and the three additional third party or custom data streams available with IBM Silverpop Universal Behaviors base license.
- h. IBM Silverpop Mobile Connector provides system level integration between Silverpop Engage and the Client's own mobile application. The integration allows for data collected from the mobile application to be stored within Silverpop Engage and accessed/used by Engage features such as programs and queries, and data from Silverpop Engage to be used within the mobile application.
- i. IBM Silverpop Web Analytics Integrations provides integration between Silverpop Engage (one Org) and one of the following web analytics systems: IBM Digital Analytics or Adobe Omniture.
- j. IBM Silverpop WebEx Integration provides Engage product functionality for use with one instance of Cisco WebEx. This integration imports attendee session and profile data into a Silverpop Engage Relational Table on a daily basis. Client must purchase their WebEx license separately.
- k. IBM Silverpop Citrix Integration provides Engage product functionality for use with one instance of the Citrix GoToWebinar, GoToMeeting, or GoToTraining products. This integration imports attendee session and profile data into a Silverpop Engage Relational Table on a daily basis. Client must purchase their Citrix license separately.
- l. IBM Silverpop Transact Magento Integration enables the routing of relevant transactional emails generated by a Magento instance through the Silverpop Transact transactional email service. A license for Magento is also required, which Client must purchase separately from the vendor.
- m. IBM Silverpop CRM Integration enables Client to establish a synchronization of data between certain commercially available customer relationship management (CRM) systems, such as Salesforce.com, Microsoft Dynamics CRM, and Silverpop Engage. Integration is limited to one CRM system instance and one Silverpop Engage database. This offering does not include integration with Scribe. If that type of integration is needed, the IBM Silverpop CRM Integration with Scribe offering should be used.

- n. IBM Silverpop CRM Integration with Scribe enables Client to establish a synchronization of data between certain commercially available customer relationship management (CRM) systems and Silverpop Engage. Integration is limited to one CRM system instance and one Silverpop Engage database. IBM Silverpop CRM Integration with Scribe relies on or incorporates third party technology provided by Scribe.
- o. IBM Silverpop Additional IP Address is the fee for an additional IP address.
- p. IBM Silverpop Email Insights enables Client to preview the look and feel of mailings across multiple different email clients (including but not limited to Gmail, Outlook, iPhone and Android), track email client usage across mailing lists helping to optimize email programs based on the specific devices and email clients that customers use, determine the preferred device of each unique email recipient and send targeted content based on this preference and automatically update recipient-level records with additional data such as geo-location, average engagement time and preferred email client or device. An 'email open' is registered each time an email recipient receives an email from Client and the email recipient opens the email. An 'email preview' is registered each time Client submits an email template further to this feature for preview. Email Insights includes technology components provided by Litmus.
  - (a) Silverpop Email Insights – Bronze provides up to 10 email previews and 10,000 email opens per month
  - (b) Silverpop Email Insights – Silver provides up to 50 email previews and 200,000 email opens per month
  - (c) Silverpop Email Insights – Gold provides up to 500 email previews and 2,000,000 email opens per month
  - (d) Silverpop Email Insights – Platinum provides up to 1,000 email previews and 5,000,000 email opens per month

Additionally, if Client's needs exceed the number of email previews or email opens provided with the package Client purchased, Client can expand its entitled quantity by purchasing IBM Silverpop Email Insights Additional Email Preview or IBM Silverpop Email Insights Additional 100 Thousand Email Opens, as applicable.

- q. IBM Silverpop Mobile Engage enables Clients to collect data from their smartphone applications and send push notifications (including but not limited to iPhone, iPad and Android). The functionality includes the ability to send personalized push notifications with actions that drive engagement with Client's smartphone application. An SDK is provided that enables the application to send push notifications as well as register the device and send events to Silverpop.

## 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.

This Cloud Service is US-EU Safe Harbor certified.

IBM Silverpop Social Sign-In relies on or incorporates third party technology provided by Janrain. Janrain's Safe Harbor certification status may be reviewed at [www.export.gov/safeharbor/](http://www.export.gov/safeharbor/). IBM Silverpop CRM Integration with Scribe relies on or incorporates third party technology provided by Scribe. Scribe's Safe Harbor certification status may be reviewed at [www.export.gov/safeharbor/](http://www.export.gov/safeharbor/).

## 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 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 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 20 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% - 99.949%	2%
98% - 98.999%	5%
97% - 97.999%	10%
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	= 2% Availability credit for 99.884% availability during the contracted month
<hr style="width: 50%; margin: 0 auto;"/> 43,200 total minutes	

## 4. Technical Support

Technical support is provided for the Cloud Service and Enabling Software, as applicable, during the subscription period. Such technical support is included with the Cloud Service and is not available as a separate offering.

Technical Support information, Severity definitions, and links to submit support requests for IBM Silverpop Engage can be found at the following URL: <http://www.ibm.com/software/info/silverpop/support/>.

## 5. Entitlement and Billing Information

### 5.1 Charge Metrics

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

- a. Access is a unit of measure by which the Cloud Service can be obtained. An Access is the right to use the Cloud Service. Client must obtain a single Access entitlement in order to use the Cloud Service during the measurement period specified in the PoE or Transaction Document.
- b. 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 Client's PoE or Transaction Document.

- c. Application Instance is a unit of measure by which the Cloud Service can be obtained. An Application Instance entitlement is required for each instance of an Application connected to the Cloud Service. If an Application has multiple components, each of which serves a distinct purpose and/or user base, and each of which can be connected to or managed by the Cloud Service, each such component is considered a separate Application. Additionally, test, development, staging, and production environments for an Application are each considered to be separate instances of the Application and each must have an entitlement. Multiple Application instances in a single environment are each considered to be separate instances of the Application and each must have an entitlement. Sufficient Entitlements must be obtained to cover the number of Application Instances connected to the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- d. 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 PoE or Transaction Document.
- e. 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 Client's PoE or Transaction Document.
- f. Engagement is a unit of measure by which the Cloud Service 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. Event is a unit of measure by which the Cloud Service can be obtained. Event entitlements are based on the number of occurrences of a specific event related to the use of the Cloud Service. Event entitlements are specific to the Cloud Service and the type of event may not be exchanged, interchanged, or aggregated with other Event entitlements of another Cloud Service or type of event. Sufficient entitlements must be obtained to cover every event that occurs during the measurement period specified in a PoE or Transaction Document.
- h. 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 the PoE or Transaction Document.
- i. 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 the Client within the Cloud Service.
- j. Thousand Database Record is a unit of measure by which the Cloud Service can be obtained. A Database Record is the collection of fields in a database related to a single entity and accessible as a single unit. Each Thousand Database Record entitlement represents one Thousand Database Records. Sufficient Thousand Database Record entitlements must be obtained to cover the total number of Database Records available to be processed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

## 5.2 Set-Up Charges and On-Demand Charges

Set-up charges will be specified in the Transaction Document. IBM will charge a setup fee upon initial provisioning of the Set-up part. On-Demand options will be invoiced in the month the on-demand option is employed by the Client at the rate set forth in the Transaction Document.

- a. IBM Silverpop Additional Domain Setup and IBM Silverpop Additional Domain On Demand Setup  
This service updates the Cloud Service environment to use an additional Reputation Identity beyond the amount provided with IBM Silverpop Engage.

- b. IBM Silverpop CRM Integration Setup  
This service updates the Cloud Service environment to integrate one instance of a specific CRM instance with a single Silverpop Engage database.
- c. IBM Silverpop Additional Environment Setup and IBM Silverpop Additional Environment On Demand Setup  
This service provides Clients with an additional Silverpop Engage organization (an independent environment set up in Engage usually to add an additional company or division.)
- d. IBM Silverpop Instructor Led Training (Webinar / IBM Facility) Setup and IBM Silverpop Instructor Led Training (Webinar / IBM Facility) On Demand Setup  
This service provides a single day of Silverpop Engage training. Each day includes up to eight hours of instruction and practice (including multiple short breaks and an hour break for lunch). The agenda can be tailored to cover the topics the Client would like to learn. The training is delivered through a webinar environment or at an approved IBM facility.
- e. IBM Silverpop Instructor Led Training (On Site) Setup and IBM Silverpop Instructor Led Training (On Site) On Demand Setup  
This service provides one (1) 8 hour day of Silverpop Engage training at a Client's facility. Each day includes up to eight hours of instruction and practice (including multiple short breaks and an hour break for lunch). The agenda can be tailored to cover the topics the Client would like to learn. Travel expenses are not included and will be billed separately via statement of work (SOW).
- f. IBM Silverpop Fast Start Setup  
This service provides up to 15 hours of remote product consulting for onboarding Client to Silverpop Engage. This provides initial set up and extended training guidance through scheduled meetings on various topics including: provisioning, deliverability/ramp-up, initial data load, initial mailings, out of the box reporting, and additional advanced Silverpop Engage feature enablement to best suit the Client's needs. Hours must be used within the first 90 days of the initial set up of Silverpop environment.
- g. IBM Silverpop Fast Start Enterprise Setup  
This service provides up to 30 hours of remote product consulting for onboarding Client to Silverpop Engage. This provides initial set up and extended training guidance through scheduled meetings on various topics including: provisioning, deliverability/ramp-up, initial data load, initial mailings, out of the box reporting, and additional advanced Silverpop Engage feature enablement to best suit the Client's needs. Program hours must be used within the first 90 days of the initial set up of Silverpop environment.
- h. IBM Silverpop Customer Enablement Setup  
This service provides up to 300 hours of remotely delivered product and technical consulting, best practices and guidance on recommended usage of the IBM Silverpop Engage solution. This will include discovery, project plan and resource plan development, consultation, integration planning and design, documentation and project management as agreed to with the Client. This service provides an additional 50 hours of remote managed services, including list and mailing import, segmentation management, scoring model creation, asset preparation/configuration, campaign deployment, reporting and other in-product activities on behalf of Client. Silverpop standard turnaround for managed services is 5 business days for standard single mailing events. Some activities may require longer production cycles. This service must be consumed within 12 months of purchase.
- i. IBM Silverpop Managed Enablement Setup  
This service provides up to 150 hours of remotely delivered product and technical consulting, best practices and guidance on recommended usage of IBM Silverpop Engage. This will include discovery, project plan and resource plan development, consultation, integration planning and design, documentation and project management as agreed to with the Client. This service provides an additional 250 hours of remote managed services, including list and mailing import, segmentation management, scoring model creation, asset preparation/configuration, campaign deployment, reporting and other in-product activities on behalf of Client. Silverpop standard turnaround for managed services is 5 business days for standard single mailing events. Some

activities may require longer production cycles. This service must be consumed within 12 months of purchase.

j. IBM Silverpop Product Consulting – Bronze Setup

This service provides up to 75 hours of remotely delivered product and technical consulting, best practices and guidance on recommended usage of IBM Silverpop Engage. This may include discovery, project plan and resource plan development, consultation, integration planning and design, documentation and project management as agreed to with the Client. This service must be consumed within 6 months of purchase.

k. IBM Silverpop Product Consulting – Silver Setup

This service provides up to 175 hours of remotely delivered product and technical consulting, best practices and guidance on recommended usage of IBM Silverpop Engage. This may include discovery, project plan and resource plan development, consultation, integration planning and design, documentation and project management as agreed to with the Client. This service must be consumed within 12 months of purchase.

l. IBM Silverpop Product Consulting – Gold Setup

This service provides up to 300 hours of remotely delivered product and technical consulting, best practices and guidance on recommended usage of Silverpop Engage. This may include discovery, project plan and resource plan development, consultation, integration planning and design, documentation and project management as agreed to with the Client. This service must be consumed within 12 months of purchase.

m. IBM Silverpop Managed Services – Bronze Setup

This service provides up to 50 hours of remotely delivered managed services, including list and mailing import, segmentation management, scoring model creation, asset preparation/configuration, campaign deployment, reporting and other in-product activities on behalf of the Client. Silverpop standard turnaround for managed services is 5 business days for standard single mailing events. Some activities may require longer production cycles. This service must be consumed within 6 months of purchase.

n. IBM Silverpop Managed Services – Silver Setup

This service provides up to 150 hours of remotely delivered managed services, including list and mailing import, segmentation management, scoring model creation, asset preparation/configuration, campaign deployment, reporting and other in-product activities on behalf of Client. Silverpop standard turnaround for managed services is 5 business days for standard single mailing events. Some activities may require longer production cycles. This service must be consumed within 12 months of purchase.

o. IBM Silverpop Managed Services – Gold Setup

This service provides up to 250 hours of remotely delivered managed services, including list and mailing import, segmentation management, scoring model creation, asset preparation/configuration, campaign deployment, reporting and other in-product activities on behalf of Client. Silverpop standard turnaround for managed services is 5 business days for standard single mailing events. Some activities may require longer production cycles. This service must be consumed within 12 months of purchase

p. IBM Silverpop IP Reputation Warm Up Setup and IBM Silverpop IP Reputation Warm Up On Demand Setup

This service provides up to 35 hours of remotely delivered managed services over a 30 day period to execute ramp up of a single IP address used by IBM Silverpop Engage. Up to two non-critical, non-time-sensitive emails are in scope for the purpose of reputation building (self-sustained HTML ready mailing content required). This service does not guarantee white listing or IP ramp up success, as this is dependent upon many external factors.

q. IBM Silverpop Engage Mobile – Onboarding and Implementation Advisory Services

This service provides up to 15 hours of remotely delivered product consulting including: mobile account provisioning; mobile feature training for marketers; up to one hour of implementation training for developers; email, phone or meeting based product Q&A. This service must be consumed within 90 days of purchase.

- r. IBM Silverpop Engage Mobile – Onboarding and Implementation Standard Services  
This service provides a combination of the following: up to 20 hours of email or phone based question and answer, initial push notification implementation acceptance testing cycle on any two native applications using Android or iOS notification services, up to one hour of remote console training for marketers and implementation training for developers. This service must be consumed within 90 days of purchase.
- s. IBM Silverpop Engage Mobile – Onboarding and Implementation Standard Plus Services  
This service provides a combination of the following: up to 30 hours of email or phone based question and answer, optional weekly 30-minute meetings, initial push notification implementation acceptance testing cycle on any four native applications using Android or iOS notification services, up to two hours push notification campaign strategy services, up to one software integration support with IBM or 3rd party software compatible with IBM Silverpop Engage Mobile. This service must be consumed within 90 days of purchase.

### **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.

For a Cloud Service with a Digital Message charge metric, IBM will invoice Client based upon the selected billing frequency for the Digital Message entitlements Client orders. Actual usage will be metered and overage charges will be due if actual message usage exceeds the total number of entitled messages in aggregate for up to 12 monthly measurement periods during the subscription period.

Client will be invoiced in arrears for overage charges each month, at the overage rate specified in the POE, once the total aggregate has been reached. Such overage charges are due in addition to the base monthly entitlement charge.

If the subscription period is greater than 12 months, the aggregate total number of entitlements will be based on 12 monthly measuring periods. The aggregate total will reset to zero after the 12th monthly measuring period. Overage charges for the next 12 monthly measuring periods will not be due until the actual message usage exceeds the total number of entitled messages in aggregate for such 12 monthly measurement periods.

If a subscription period is less than 12 months or less than 12 monthly periods remain in a subscription period, the number of monthly entitlements remaining in a subscription will be used for the total number of entitled messages in aggregate.

For Clients leveraging ramp periods, each period is treated in the same manner as the subscription period and the same principles apply.

- a. Example 1: Client has a 12 month Subscription Period and has acquired one million Digital Messages per month. If Client sends more than 12 million Digital Messages before the end of the 12 month Subscription Period, Client will be invoiced the following month for the quantity in excess and all usage in the coming months will be billed in arrears till the end of the Subscription Period.
- b. Example 2: Client has a three year Subscription Period and has acquired one million Digital Messages per month. If Client sends more than 12 million messages before the end of the first 12 months period, Client will be invoiced the following month for the quantity in excess and all usage until the end of the 12 months period. At the end of the each 12 months period, the usage count will reset. If Client sends more than 12 million Digital Messages before the end of the next 12 months period, Client will be invoiced the following month for the quantity in excess and all usage in the coming months will be billed in arrears until either the usage count is reset or the end of the remaining Subscription Period.

## **6. Ongoing Services Subscription**

### **6.1 IBM Silverpop Essentials Ongoing Standard Services**

This service is intended for self-service Clients in emerging markets or mid-market who want to establish a solid fundamentals and practices. This offering is a 12-month program working with a Silverpop consultant. It is not intended for project-based work but for on-going structured guidance facilitated by a Silverpop consultant. The service will not exceed 4 hours per month.



## **6.2 IBM Silverpop Essentials Ongoing Premium Services**

This service is intended for self-service Clients in emerging markets or mid-market who want to accelerate their email marketing capabilities and expertise. This offering is a 12-month program working with a Silverpop consultant. It is not intended for project-based work but for on-going structured guidance and learning facilitated by a Silverpop consultant. The service will not exceed 7 hours per month.

## **6.3 IBM Silverpop Partner Ongoing Services**

This service will be delivered by a Silverpop consultant to enable partners. The intent is to provide product guidance that will accelerate the adoption of marketing automation capabilities and practices. This offering is a 12-month program that includes hours allocated to assist partners on Client projects. It is not intended for project-based work but for on-going structured guidance and learning facilitated by a Silverpop consultant. The service will not exceed 12 hours per year.

## **6.4 IBM Silverpop Engage Mobile - Ongoing Advisory Services**

This service provides up to 15 hours (total per year) of questions and answers via email or phone.

## **6.5 IBM Silverpop Engage Mobile - Ongoing Standard Services**

This service provides a combination of the following: up to 30 hours (total per year) of questions and answers via email or phone, up to two push notification implementation acceptance testing cycles per year, up to 5 hours (total per year) for guidance around usage of console and overall push strategy.

## **6.6 IBM Silverpop Engage Mobile - Ongoing Standard Plus Services**

This service provides a combination of the following: up to 40 hours (total per year) of questions and answers via email or phone, up to four push notification implementation acceptance testing cycles per year, priority response for support tickets, up to two hours (total per year) of support to advise on seasonal marketing, up to 10 hours (total per year) for guidance around usage of console and overall push strategy, optional weekly 30-minute meetings to address key performance indicator and short and long-term application/push notification goals.

## **7. 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 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.

## **8. Enabling Software**

This Cloud Service includes enabling software, which may be used only in connection with Client's use of the Cloud Service and only for the Cloud Service term.

## **9. General**

### **9.1 Privacy Notice and Policy**

Client agrees to: (i) provide a clear and conspicuous link to Client's website terms of use and privacy policy which includes a link to IBM's (<http://www.ibm.com/software/marketing-solutions/privacy/index.html>) and Client's data collection and use practices; (ii) provide notice that cookies and clear gifs/web beacons are being placed on the visitor's computer by IBM working on Client's behalf along with an explanation of the purpose and utilization of such technology; and (iii) to the extent required by law, obtain consent from website visitors prior to the placement of cookies and clear gifs/web beacons placed by the Client or IBM on Client's behalf on website visitor's devices.

Client is aware and agrees that IBM may, as part of the normal operation and support of the Cloud Services, collect personal information from the Client (Client's employees and contractors) related to the use of the Cloud Services, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our Cloud Services to improve user experience and/or tailor interactions with the Client. Client confirms that it will obtain or has 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.

## **9.2 Distribution Lists**

Client will not use any distribution lists with the Cloud Service that include persons who have not given permission to be included on such list for the purpose of receiving communications specifically from the Client, unless the Client has an existing business or personal relationship with such persons. Use of lists or data generated through affiliate marketing practices is expressly prohibited in all cases. Client is required to include a valid opt-out mechanism in each message.

## **9.3 No Resale**

Client will not resell the Cloud Service or provide third parties (other than employees or contractors working on Client's behalf) with access to the Cloud Service without IBM's prior, written consent.

## **9.4 Data Retention**

Specific data elements of the Cloud Service will be available within the Cloud Service as follows: databases (contact lists) and templates - 450 days from last use (actively used databases and templates are retained indefinitely while the service is active); email messages, content, and email click tracking data - 450 days from the date the message is sent; web tracking for known or authenticated visitors - 180 days; web tracking for anonymous visitors - 30 days (records may be converted to "known or authenticated" if the user's identity becomes known within the 30 days); and Universal Behaviors - 180 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 Client's other related data, 30 days following termination or expiration of the Term. Client will retain back-up copies of all content provided for use in connection with the Cloud Service.

## **9.5 Third Party Code Notices**

This Cloud Service includes the following software which may not be used for Evil purposes: janrain4j\_1.1.0, JSON, JSON-lib-2.3, JDK15, flexjson, and packtag.

## **9.6 Non-English Language Versions**

Client understands and agrees that access to and use of any non-English language version of the Cloud Service may rely on the functionality of a third party technology partner, translations.com, for purposes of translating the user interface. When using any non-English language version of the Cloud Service, the Cloud Service user interface may pass Client data and any content accessible through the Cloud Service user interface unencrypted through the translations.com systems dedicated to the Cloud Service for purposes of translating the user interface at Client's request.

## **9.7 Instructor Led Training Setup Services**

If the Instructor Led Training Setup Service is designed to be performed at Client's location, Client is responsible for providing a suitable training room for the number of students, including an adequate number of power sockets, an overhead projector and whiteboard and/or flipchart and connectivity to necessary systems and environments, including Internet connectivity if required.

If the Instructor Led Training Setup Service is performed at an IBM facility, Client understands and acknowledges that IBM is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for the delivery of Training Setup Service.

### **9.7.1 Client's Responsibilities**

IBM's performance is dependent upon Client's management and fulfillment of its responsibilities as specified below, at no charge to IBM. Any delay in performance of these responsibilities may impact IBM's ability to complete the Training Setup Services. Client will:

- a. unless provided by IBM, provide IBM with the address and room details of the training location;
- b. if applicable, provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for IBM's personnel while working at Client's location;
- c. unless facilities are provided by IBM, be responsible for the secure storage of all IBM-owned hardware and software while on Client's premises and ensure all classrooms are locked at all times.