

Service Description

IBM Silverpop Engage

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

1.1 IBM Silverpop Engage

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. IBM 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 (5) sending domains, one (1) custom branded host domain and up to ten (10) environments. Clients with commitments to send more than three (3) million email messages per year are eligible to receive a dedicated Internet protocol (IP) address

1.2 Optional Services

1.2.1 IBM Silverpop Engage Transact

IBM Silverpop Engage Transact 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. IBM Marketing Cloud 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.

Clients who subscribe to IBM Silverpop Engage – Database must also obtain entitlements to IBM Silverpop Transact for Engage – Database 1000 Digital Messages.

1.2.2 IBM Silverpop Multi-Factor Authentication

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.

1.2.3 IBM Silverpop Social Sign-in

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.

1.2.4 IBM Silverpop Inbox Monitoring

IBM Silverpop Inbox Monitoring allows Client to measure general inbox delivery to large Internet Service Providers (ISPs) and Inbox Providers across multiple regions.

1.2.5 IBM Silverpop Universal Behaviors

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. The following are add-ons to IBM Silverpop Universal Behaviors:

a. IBM Silverpop Universal Behaviors Additional Data History

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.

b. IBM Silverpop Universal Behaviors Additional Stream

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

1.2.6 IBM Silverpop Mobile Connector

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.

1.2.7 IBM Silverpop Web Analytics Integration

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.

1.2.8 IBM Silverpop WebEx Integration

IBM Silverpop WebEx Integration provides Silverpop 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.

1.2.9 IBM Silverpop Citrix Integration

IBM Silverpop Citrix Integration provides Silverpop Engage product functionality for use with one (1) 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.

1.2.10 IBM Silverpop Transact Magento Integration

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.

1.2.11 IBM Silverpop CRM Integration

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.

1.2.12 IBM Silverpop CRM Integration with Scribe

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.

1.2.13 IBM Silverpop Additional IP Address

IBM Silverpop Additional IP Address is the fee for an additional IP address.

1.2.14 IBM Silverpop Email Insights

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.

1.2.15 IBM Silverpop Mobile Engage

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.

1.3 Acceleration Services

1.3.1 IBM Silverpop Additional Domain Setup

IBM Silverpop Additional Domain Setup and IBM Silverpop Additional Domain On Demand Setup services update the Cloud Service environment to use an additional Reputation Identity beyond the amount provided with IBM Silverpop Engage.

1.3.2 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.

1.3.3 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).

1.3.4 IBM Silverpop Engage Basic Onboarding Services

IBM Silverpop Engage Basic Onboarding Services is a combination of provisioning process assistance and product consulting that is designed to enable users to configure and utilize IBM Silverpop Engage. This remotely delivered service provides up to 15 hours and is required with an initial subscription to IBM Silverpop Engage. An onboarding consultant is assigned to guide Clients through the onboarding process which is delivered through a series of remote meetings and recorded, web-based learning sessions. Onboarding services include provisioning process assistance, configuration and setup, product consulting, and Q & A.

1.3.5 IBM Silverpop Engage Onboarding Services

IBM Silverpop Engage Onboarding Services is a combination of provisioning process assistance and product consulting that is designed to enable users to configure and utilize IBM Silverpop Engage. This remotely delivered service provides up to 30 hours and is required with an initial subscription to IBM Silverpop Engage. An onboarding consultant is assigned to guide Clients through the onboarding process which is delivered through a series of remote meetings and recorded, web-based learning sessions. Onboarding services include provisioning process assistance, configuration and setup, product consulting, and Q & A.

1.3.6 IBM Silverpop Engage Mobile Onboarding

Silverpop Engage Mobile Onboarding Services is an optional offering for Silverpop Engage subscribers who choose to take advantage of the Mobile Push feature. This offering provides up to 35 hours of remote services that include activities, such as setup, consulting, initial push notification implementation, and acceptance testing. This onboarding service is also available to subscribers of IBM Marketing Cloud Standard and IBM Marketing Cloud B2B Standard.

1.3.7 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.

1.3.8 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.

1.3.9 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 five (5) business days for standard single mailing events. Some activities may require longer production cycles. This service must be used within twelve (12) months of purchase.

1.3.10 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 five (5) business days for standard single mailing events. Some activities may require longer production cycles. This service must be used within twelve (12) months of purchase.

1.3.11 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 used within six (6) months of purchase.

1.3.12 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 used within twelve (12) months of purchase.

1.3.13 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 used within twelve (12) months of purchase.

1.3.14 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 five (5) business days for standard single mailing events. Some activities may require longer production cycles. This service must be used within six (6) months of purchase.

1.3.15 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 five (5) business days for standard single mailing events. Some activities may require longer production cycles. This service must be used within twelve (12) months of purchase.

1.3.16 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 five (5) business days for standard single mailing events. Some activities may require longer production cycles. This service must be used within twelve (12) months of purchase.

1.3.17 IBM Silverpop IP Reputation Warm Up Setup and IBM Silverpop IP Reputation Warm Up On Demand Setup

This service provides: (i) a one (1) hour strategy call with a deliverability expert, (ii) up to 25 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, and (iii) a one (1) hour debrief call with a deliverability expert. Up to two (2) 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.

1.3.18 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 (1) hour of implementation training for developers; email, phone or meeting based product Q&A. This service must be used within 90 days of purchase.

1.3.19 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 (2) native applications using Android or iOS notification services, up to one (1) hour of remote console training for marketers and implementation training for developers. This service must be used within 90 days of purchase.

1.3.20 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 (4) native applications using Android or iOS notification services, up to two (2) hours push notification campaign strategy services, up to one (1) software integration support with IBM or 3rd party software compatible with IBM Silverpop Engage Mobile. This service must be used within 90 days of purchase.

1.3.21 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 twelve (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 four (4) hours per month.

1.3.22 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 twelve (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 seven (7) hours per month.

1.3.23 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 twelve (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 twelve (12) hours per year.

1.3.24 IBM Silverpop Engage Mobile – Ongoing Advisory Services

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

1.3.25 IBM Silverpop Engage Mobile – Ongoing Standard Services

This service provides a combination of the following: up to a total of 30 hours per year of questions and answers via email or phone, up to two (2) push notification implementation acceptance testing cycles per year, up to a total of five (5) hours per year for guidance around usage of console and overall push strategy.

1.3.26 IBM Silverpop Engage Mobile – Ongoing Standard Plus Services

This service provides a combination of the following: up to a total of 40 hours per year of questions and answers via email or phone, up to four (4) push notification implementation acceptance testing cycles per year, priority response for support tickets, up to a total of two (2) hours per year of support to advise on seasonal marketing, up to a total of ten (10) hours 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.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

IBM Watson Campaign Automation Engage

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1412721510216>

IBM Watson Campaign Automation Social Audiences

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=CF6D6EF01C9111E69AAAC4D0C72C126B>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 98.0%	10%
Less than 97.0%	20%

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Authorized User is a unique user authorized to access to the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Engagement is a professional or training service related to the Cloud Services.
- Instance is each access to specific configuration of the Cloud Services.
- Access is the right to access functionality of the Cloud Services.
- Addressable Device is a device upon which each application installation is addressable by the Cloud Service.
- Application Instance is a copy of a uniquely named software application program connected to or managed by the Cloud Services. An Application in multiple environments (such as test, development, staging or production) or multiple instances of an Application within a single environment are considered a separate Application Instances.
- Digital Message is an electronic communication managed or processed by the Cloud Services.
- Event is an occurrence of a specific event that is processed by or related to the use of the Cloud Services. When acquiring Event entitlements, the following are to be counted as an Event:
 - Contact: Event associated with sending a contact ID via Social Audiences feature to a corresponding social platform.
- Reputation Identity is a combination of an IP address or domain used to improve the deliverability of emails that exist within the Cloud Services.
- Database Record is the collection of fields in a database related to a single entity and accessible as a single unit managed or processed by the Cloud Services.
- Legacy Contract is a unit of measure by which the IBM SaaS can be entitled. Legacy charge metric types are related to offerings no longer actively marketed by IBM. IBM may, however, at its sole and exclusive discretion, agree to increase Client's existing entitlements to use certain versions of IBM SaaS under a Legacy entitlement type ("Legacy SaaS"). Legacy SaaS offerings are identified by the notation "Legacy", in the IBM SaaS name on a Transaction Document. Client's entitlement to Legacy SaaS is subject to the charge metric terms specified in the agreement pursuant to which Client originally acquired the ability to use the Legacy SaaS ("Legacy Agreement"). Under no circumstances will the terms of the Legacy Agreement be interpreted to expand Client's right to use the Legacy SaaS beyond the amount specified in a Transaction Document nor shall the terms other than the specified Legacy SaaS charge metric terms be deemed as governing the use of the IBM SaaS offering.

4.2 Remote Services Charges

A remote service will expire 90 days from purchase regardless of whether the remote service has been used.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

5.2 Enabling Software

The Cloud Service contains the following Enabling Software:

- IBM Marketing Cloud – Mobile

5.3 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.

5.4 Contact Lists

Client will not use any contact lists with the Cloud Service that include persons who have not given permission to be included on such list for purposes 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.

5.5 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.

5.6 Data Retention

Specific data elements of the Cloud Service shall be available within the Cloud Service as follows (the "Data Retention Period"):

- Databases (contact lists) and templates: 450 days from last use (actively used databases and templates are retained indefinitely while the service is active).
- Messages, collateral used in messages (e.g., graphics, pictures, documents, and templates), 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" if the user's identity becomes known within the 30 days).
- Universal Behaviors: 180 days
- Email Insights: Data Retention Period aligns with Client's active analytic campaign length.

Client may adjust the default Data Retention Periods.

These data elements may be removed from IBM's network and systems after the Data Retention Period has expired, and in any event, IBM may destroy all copies of these data elements, and any other related Client data, 30 days following termination or expiration of the Subscription Period. Client will retain back-up copies of all Content provided for use in connection with the Cloud Service.

5.7 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.

5.8 Overages

If Client's actual usage of the IBM SaaS during the measurement period exceeds the entitlement stated on the PoE, then Client will be invoiced for the overage, as set forth in the Transaction Document.

For an IBM SaaS that uses the 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 twelve (12) months, the aggregate total number of entitlements will be based on twelve (12) monthly measuring periods. The aggregate total will reset to zero after the 12th monthly measuring period. Overage charges for the next twelve 12 monthly measuring periods will not be due until the actual message usage exceeds the total number of entitled messages in aggregate for such twelve (12) monthly measurement periods.

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

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.

a. Example 1

Client has a twelve (12) month Subscription Period and has acquired one million Digital Messages per month.

If Client sends more than twelve (12) million Digital Messages before the end of the twelve (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 (3) year Subscription Period and has acquired one million Digital Messages per month.

If Client sends more than twelve (12) million messages before the end of the first twelve (12) months period, Client will be invoiced the following month for the quantity in excess and all usage until the end of the twelve (12) month period. At the end of each twelve (12) month period, the usage count will reset. If Client sends more than twelve (12) million Digital Messages before the end of the next twelve (12) month 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.

5.9 Legacy Offerings

The following Legacy SaaS offerings are described in the Client's Legacy Agreement:

- Silverpop Agency Additional Environment
- Silverpop Agency DMP
- Silverpop Agency Gold Partner Program
- Silverpop Agency Gold Partner Program Renewal
- Silverpop Agency Renewal Fee
- Silverpop Engage

The following IBM SaaS offerings are covered by these SaaS Specific Offering Terms:

- IBM Silverpop Engage – Message
- IBM Silverpop Engage – Database
- IBM Silverpop Transact for Engage – Database
- IBM Silverpop Multi-Factor Authentication
- IBM Silverpop Social Sign-In
- IBM Silverpop Inbox Monitoring
- IBM Silverpop Universal Behaviors
- IBM Silverpop Universal Behaviors Additional Data History – Less than 1 Million Database Records
- IBM Silverpop Universal Behaviors Additional Data History – Less than 5 Million Database Records
- IBM Silverpop Universal Behaviors Additional Data History – Unlimited Database Records

- IBM Silverpop Universal Behaviors Additional Stream – Less than 1 Million Database Records
- IBM Silverpop Universal Behaviors Additional Stream – Less than 5 Million Database Records
- IBM Silverpop Universal Behaviors Additional Stream – Unlimited Database Records
- IBM Silverpop Mobile Connector
- IBM Silverpop Web Analytics Integration
- IBM Silverpop WebEx Integration
- IBM Silverpop Citrix Integration
- IBM Silverpop Transact Magento
- IBM Silverpop CRM Integration
- IBM Silverpop CRM Integration with Scribe
- IBM Silverpop Email Insights – Bronze
- IBM Silverpop Email Insights – Silver
- IBM Silverpop Email Insights – Gold
- IBM Silverpop Email Insights – Platinum
- IBM Silverpop Email Insights Additional Email Preview
- IBM Silverpop Email Insights Additional 100 Thousand Email Opens
- IBM Silverpop Additional IP Address
- IBM Silverpop Essentials Ongoing Standard Services
- IBM Silverpop Essentials Ongoing Premium Services
- IBM Silverpop Partner Ongoing Services
- IBM Silverpop Engage Mobile
- IBM Silverpop Engage Mobile Ongoing Advisory Services
- IBM Silverpop Engage Mobile Ongoing Standard Services
- IBM Silverpop Engage Mobile Ongoing Standard Plus Services
- IBM Silverpop Agency Email Marketing Environment
- IBM Silverpop Agency Essential Program
- IBM Silverpop Agency Marketing Automation Environment
- IBM Silverpop Agency Premium Program
- IBM Silverpop Agency Transact SMTP
- IBM Silverpop Agency Transact XML
- IBM Silverpop eCommerce Optimization – Bronze
- IBM Silverpop eCommerce Optimization – Copper
- IBM Silverpop eCommerce Optimization – Gold
- IBM Silverpop eCommerce Optimization – Platinum
- IBM Silverpop eCommerce Optimization – Silver
- IBM Silverpop eCommerce Optimization – Titanium
- IBM Silverpop Email Insights Titanium
- IBM Silverpop Microsoft CRM Integration
- IBM Silverpop Purchase Insights – Bronze
- IBM Silverpop Purchase Insights – Gold
- IBM Silverpop Purchase Insights – Platinum
- IBM Silverpop Purchase Insights – Silver
- IBM Silverpop Purchase Insights – Titanium
- IBM Silverpop Salesforce CRM Integration

- IBM Silverpop Salesforce Custom Object Sync
- IBM Silverpop Transact
- IBM Silverpop Windsor Circle Connector – Bronze
- IBM Silverpop Windsor Circle Connector – Gold
- IBM Silverpop Windsor Circle Connector – Platinum
- IBM Silverpop Windsor Circle Connector – Silver
- IBM Silverpop Windsor Circle Connector – Titanium
- IBM Silverpop Premier Support
- IBM Silverpop Standard Support for Engage – Database
- IBM Silverpop Standard Support for Engage – Message
- IBM Silverpop Additional User Seats
- IBM Silverpop Agency Essential Environment
- IBM Silverpop Agency Gold Partner Program Renewal
- IBM Silverpop B2B Pack – Bronze
- IBM Silverpop B2B Pack – Gold
- IBM Silverpop B2B Pack – Platinum
- IBM Silverpop B2B Pack – Silver
- IBM Silverpop Engage
- IBM Silverpop Engage API
- IBM Silverpop EPiServer Integration
- IBM Silverpop Inbox Preview
- IBM Silverpop Inbox Preview Additional Org
- IBM Silverpop Revenue Analytics – Bronze
- IBM Silverpop Revenue Analytics – Silver
- IBM Silverpop Revenue Analytics – Gold
- IBM Silverpop Revenue Analytics – Platinum
- IBM Silverpop Survey
- IBM Silverpop Universal Behaviors – Mobile Connector
- IBM Silverpop Universal Behaviors – Standard
- IBM Silverpop Visitor Insight
- IBM Silverpop BazaarVoice Integration
- IBM Silverpop Magento Plugin
- IBM Silverpop Managed Services Hourly Minimum Commitment
- IBM Silverpop Account Manager – Hourly
- IBM Silverpop Client Services Mailing Minimum Commitment
- IBM Silverpop Custom Services Maintenance
- IBM Silverpop eMarketing Strategy Consultant Hours
- IBM Silverpop Enterprise Services – Hourly
- IBM Silverpop Enterprise Services – Hourly Minimum Commitment
- IBM Silverpop Full Service Account Manager – Hours Minimum Commitment
- IBM Silverpop Mailing Campaign Rush Fee Overage per Hour
- IBM Silverpop Mailing Campaigns
- IBM Silverpop Mailing Campaigns Per Mailing Additional Hours
- IBM Silverpop Managed Services – Hourly

- IBM Silverpop Managed Services – Rush Hourly
- IBM Silverpop Product Advisor – Hourly
- IBM Silverpop Product Advisor – Hourly Minimum Commitment
- IBM Silverpop Product Consulting Hours
- IBM Silverpop Product Consulting Hours – Minimum Commitment
- IBM Silverpop Quarterly Reporting and Consultation
- IBM Silverpop Engage
- IBM Silverpop Inbox Previews
- IBM Silverpop Survey Respondents
- IBM Silverpop Account Manager – Hourly
- IBM Silverpop Client Services Mailing Execution Fee-Rush
- IBM Silverpop Client Services Mailing Minimum Commitment
- IBM Silverpop eMarketing Strategy Consultant Hours
- IBM Silverpop Enterprise Services – Hourly
- IBM Silverpop Full Service Account Manager – Hours Minimum Commitment
- IBM Silverpop Mailing Campaign Rush Fee Overage per Hour
- IBM Silverpop Mailing Campaigns
- IBM Silverpop Mailing Campaigns Per Mailing Additional Hours
- IBM Silverpop Mailing Campaigns Rush Fee per Mailing
- IBM Silverpop Managed Services – Hourly
- IBM Silverpop Managed Services – Rush Hourly
- IBM Silverpop Managed Services – Urgent Hourly
- IBM Silverpop Product Advisor – Hourly
- IBM Silverpop Product Consulting Hours
- IBM Silverpop Quarterly Reporting and Consultation
- IBM Silverpop Visitor Insight Additional Lookups
- IBM Marketing Cloud Social Audiences

6. Overriding Terms

6.1 Data Use

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties: IBM will not use or disclose the results arising from Client's use of the Cloud Service that are unique to your Content (Insights) or that otherwise identify Client. IBM may however use Content and other information (except for Insights) that results from Content in the course of providing the Cloud Service subject to removing personal identifiers; so that any personal data can no longer be attributed to a specific individual without the use of additional information. IBM will use such data only for research, testing, and offering development.