

Service Description

IBM Commerce Insights

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. IBM Commerce Insights

IBM Commerce Insights is a solution that helps business users of IBM eCommerce platforms (WebSphere Commerce V8 or WebSphere Commerce-based Commerce on Cloud service) to make better, more informed decisions based on analytical and business data. Commerce Insights provides the user with views of web analytics data, inventory data, and sales plan data in the context of their store catalog and online site. Commerce Insights enables the business user to take direct action to execute their merchandising tactics in their IBM eCommerce platform.

IBM Commerce Insights provides data feed and file upload options for different data sources including:

- Product and category information feed from the WebSphere Commerce or Commerce on Cloud authoring instance
- Feed for inventory data from the inventory system
- File upload for sales plan data for products and categories
- Web analytics data from IBM Digital Analytics

IBM Commerce Insights includes components of IBM Digital Analytics. IBM Digital Analytics is a solution that allows clients to track web visitors interacting with their website and provides reports and key performance indicators (also known as KPIs) based on the collection of this data. Data is collected for the Cloud Service through Server Calls. A Server Call is data passed to and processed by the Cloud Service as a result of a tagged event, initiated by a tracked visitor for one Client ID. This tagged data is subsequently processed by the Cloud Service to generate reports made available through the Commerce Insights user interface to help understand visitor behavior.

For the IBM Digital Analytics service, Client will be provided an appropriate number of Client IDs not exceeding 10 at no additional charge to Client. The 10 Client IDs can be individual stand-alone IDs; or, in a multi-site environment, the 10 Client IDs can be a combination of global parent IDs and child IDs (where child IDs roll-up to a global parent ID for aggregate reporting).

The IBM Digital Analytics components included in IBM Commerce Insights provide data collection and retention for each site / Client ID. Stored "Standard Report Data" consisting of best practice reports generated from the raw data are automatically processed every night without Client set-up. The Cloud Service shall store the Client's Standard Reports for twenty-seven (27) months rolling.

The Client may choose to utilize IBM Digital Analytics Digital Data Exchange for tagging the site. Digital Data Exchange is a solution that provides Clients with a single interface for the configuration and deployment of website and mobile page tags. Digital Data Exchange enables a Client to manage IBM tags and IBM Business Partner tags to be deployed on a Client's web or mobile site. The Digital Data Exchange user interface provides direct control over the tagging process, giving users the ability to define page tags and page groups based on a set of rules to determine tag execution. Clients of Digital Data Exchange may manage current and previous deployment of IBM tags, IBM Business Partner tags and custom JavaScript or proprietary code to multiple environments.

1.1 Optional add-ons

IBM Commerce Insights for Watson Analytics is an optional add-on solution that enables business users to have readily available and consistent data for drilling into and visualizing using IBM Watson Analytics. Commerce Insights for Watson Analytics transforms web analytics data sourced from IBM Digital Analytics Digital Data Feed Service and automates the data load into Client's IBM Watson Analytics service on behalf of the Client.

IBM Digital Analytics Digital Data Feed Service provides a data feed configuration and activation module that allows the Client to directly specify and schedule a daily data export that includes the Client's raw data available in the Cloud Service. The data export deliverable consists of multiple files (as selected by

the Client) of a defined format containing specific information about each Visitors' page view, product view, shop, order, registration, and other tracked activities for the prior day. Use of the IBM Digital Analytics Import user interface is provided for configuring the Digital Data Feed importation module.

IBM Watson Analytics Personal Edition or IBM Watson Analytics Professional Edition subscription must be purchased separately.

2. Security Description

This Cloud Service follows IBM's data security and privacy principles 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 not designed to any specific security requirements for regulated content, such as personal information or sensitive personal information. Client is responsible to determine if this Cloud Service meets Clients needs with regard to the type of content Client uses in connection with 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 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 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%	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: 500 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month – 500 minutes Downtime	= 5% Availability credit for 98.8% availability during the
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= 42,700 minutes	contracted month

43,200 total minutes	

4. Technical Support

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

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 feature or function 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 presenting 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. Active User is a unit of measure by which the Cloud Service may be obtained. An Active User is a unique person who has accessed 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 Active Users who have accessed the Cloud Service during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.

For purposes of this Cloud Service, in cases where more than one tenant instance of the Cloud Service is provisioned, separate Active User entitlements are required for each tenant instance of the Cloud Service.

- b. 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 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 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.

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 may be used only in connection with Client's use of the Cloud Service and only for the Cloud Service term.

8. Additional Terms

8.1 Usage Information Tracking

Client is aware and agrees that IBM may, as part of the normal operation and support of the Cloud Service, collect personal information from Client (your employees and contractors) related to the use of the Cloud Service, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our Cloud Service for the purpose of improving user experience and/or tailoring interactions with Client. Client confirms that it will obtain or have 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.

8.2 Third Party Services

The Cloud Service may contain integrations with, links to or be used to access third party data services, databases, web services, software, or other third party content ("Third Party Services"). The Third Party Services are not part of the Cloud Service. Access to Third Party Services is provided "AS-IS", WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client is responsible for entering into and complying with separate agreements with the third parties for the access to, or use of, such Third Party Services, including any policies with respect to the collection, use, processing and transmission of personal data. IBM is not a party to any such separate agreements, and Client agrees to comply with the terms of such separate agreements to the extent that it wishes to use them in conjunction with the Cloud Service. Any data or content transmitted to IBM from a Third Party Service is used and processed as described in the Cloud Services' documentation relating to the integration with that Third Party Service. Client shall ensure, and represents and warrants to IBM, that Client has obtained all necessary consents or authorizations to transmit or make accessible any data or other content between the Cloud Service and Third Party Service. Client understands that the Third Party Services and the third party terms and conditions under which they are made available are not in IBM's control, and a Third Party Service and/or the Cloud Service's integration with a Third Party Services can be modified, terminated or withdrawn at any time.