

## Service Description

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### IBM Watson Marketing Professional Services

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. For the purpose of these terms, Cloud Service means a consulting service provided by IBM personnel. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

#### 1. Cloud Service

##### 1.1 IBM Account Director Annual Services

IBM Account Director Annual Services provides specialized consulting services focused on the Client's marketing program, operational efficiencies, and product adoption and use. It allows IBM to serve as a strategic partner delivering recommendations to Client and includes the following:

- An Onsite Kickoff at the onset of the engagement to perform an active discovery session allowing IBM to learn more about Client's business model and expose opportunities for improved market performance that will help drive the strategic roadmap.
- A Strategic Roadmap that identifies opportune engagements that support Client's strategic needs and tactical opportunities. Projects are prioritized via the Strategic Roadmap and scheduled on a quarterly basis, taking into account quick win opportunities, overall business impact, dependencies and prerequisites, budget and project duration. The Roadmap will be updated on a weekly/monthly basis to reflect current project status and prioritization.
- Six (6) hours per week of active strategic consultation and direction to Client in support of short and long-term goals and business objectives, as well as weekly status meetings, in support of roadmap initiatives. These hours are made available on a weekly basis and do not carry over.
- Monthly reporting of database health and marketing program performance based off of KPIs of relevance to the Client and products the client is using (and consultant has access to). The consultant will track up to five (5) KPIs via no more than five (5) reports per month. Reports will be delivered once per month with the date to be determined by Client.
- Quarterly strategic one day onsites at the beginning of each quarter to review Client's industry, market opportunities, and key business drivers, focusing on account planning and strategy for the upcoming quarter to prioritize the opportunities that will most heavily impact Client's success, and establish a working plan for the upcoming quarter.
- Quarterly performance review one day onsite consultation at the end of each quarter (in conjunction with the quarterly strategic onsite) to review Client's performance over the prior quarter both against past quarter objectives and performance against key marketing KPIs, taking into account internal and external factors and influences.

Onsite travel expenses are not included and will be billed separately via statement of work (SOW).

IBM Account Director Annual Services is available to Clients that subscribe to the following IBM software offerings ("IBM Software"):

- IBM Marketing Cloud
- IBM Customer Experience Analytics
- IBM Tealeaf
- IBM Tealeaf on Cloud
- IBM Campaign
- IBM Digital Analytics
- IBM Websphere Commerce
- IBM Commerce on Cloud

## **2. Entitlement and Billing Information**

### **2.1 Charge Metrics**

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

- a. **Engagement** – is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the IBM Offering. Sufficient entitlements must be obtained to cover each Engagement.

### **3. Term and Renewal Options**

The term of the Service begins on the date IBM notifies Client of their access to the Service, as documented in the PoE. The PoE will specify whether the 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 Service will automatically renew for the term specified in the PoE.

For continuous use, the Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Service will remain available to the end of the calendar month after such 90 day period.

## **4. Additional Terms**

### **4.1 General**

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

### **4.2 Onsite Services**

If the 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 the Service. Each applicable onsite day will consist of up to 8 working hours and will be conducted at Client's location within the United States.

If the Service is performed at Client's location, 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 Account Direction. Client will:

- a. unless provided by IBM, provide IBM with the address and meeting location details;
- 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; and
- 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 rooms are locked at all times.

### **4.3 Client Responsibilities**

#### **4.3.1 Business Lead**

Client will designate a Business Lead to communicate with IBM and act on Client's behalf regarding this engagement.

Client's Business Lead's responsibilities include the following:

- a. obtaining and providing information, data, and decisions within three working days of IBM's request unless Client and IBM agree in writing to a different response time; and
- b. reviewing with the IBM Account Director any of Client's invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price.

#### **4.3.2 Other Responsibilities**

Client will:

- a. obtain any approvals and enable access necessary for IBM to access and use Client's resources and systems to the extent necessary for IBM to provide the Account Direction;

- b. make suitable staff, information, and materials available as IBM reasonably requires. IBM will not be liable for any damage or delay arising from inaccurate, incomplete, or otherwise defective information and materials supplied by or on behalf of Client;
- c. be responsible for agreements with, management of, and the input and work of third parties whose work may affect IBM's ability to provide the Account Direction. Client is solely responsible for any third party hardware, software or communications equipment used in connection with the Account Direction;
- d. be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Account Direction from access by unauthorized personnel;
- e. provide IBM and its personnel with suitable office space, and other accommodations and facilities that IBM may reasonably require to perform the Account Direction;
- f. participate in the creation of an agenda for the onsite engagement and agree to a final agenda prior to the start of day 1; and
- g. provide content and program related materials for review as necessary.

#### **4.4 Assumptions**

In order to produce this Service Description, certain assumptions have been taken into account, including but not limited to:

- All Account Direction defined in this Service Description will be provided on, in or in relation to the IBM Software. Account Directors will not be responsible for providing guidance on other products' features, functionality and/or configuration.
- Standard business hours are defined as weekdays from 8:30 a.m. to 5:30 p.m. in the time zone in which the IBM resources reside, excluding IBM-observed holidays.

#### **4.5 Deliverables**

IBM provides consulting as detailed in this Service Description. Client will own the copyright in works of authorship that IBM develops for Client under this Service Description (Project Materials). Project Materials exclude works of authorship delivered to Client, but not created, under the Service Description, and any modifications or enhancements of such works made under the Service description (Existing Works). Some Existing Works are subject to a separate license agreement (Existing Licensed Works). IBM grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute and prepare derivative works of Project Materials, subject to IBM protecting against the disclosure of any client proprietary information possibly contained in the Project Materials.