

Service Description

IBM Watson Marketing Professional Services

Upon acceptance of Client's order, this Service Description applies to the Acceleration Services to support Client's Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Acceleration Service

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:

- a. A 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.
- b. The kickoff meeting will be performed onsite except for: IBM Account Director Marketing Six Month Services and IBM Account Director Marketing Consulting Services.
- c. 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, considering 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. This a remotely delivered service.
- d. A set number of 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. The hours are allocated as follows:
 1. IBM Account Director Marketing Annual Services: 6 Hours
 2. IBM Account Director Marketing Six Month Services: 6 Hours
 3. IBM Account Director Marketing Consulting Services: 6 Hours
 4. IBM Account Director Marketing Light Annual Services: 3 Hours

These hours are made available on a weekly basis and do not carry over.

- e. Monthly reporting based off KPIs of relevance to the Client and products the Client is using (and to which consultant has access). 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. This is a remotely delivered service.
- f. Quarterly strategic reviews to assess Client's industry, market opportunities, and key business drivers, focusing on account planning and strategy to prioritize the opportunities that will most heavily impact Client's success, and establish a working plan for the upcoming quarter. In conjunction with the quarterly strategic review, evaluate Client's performance over the prior quarter both against past quarter objectives and performance against key KPIs, taking into account internal and external factors and influences.
- g. The quarterly strategic reviews will be performed onsite except for: IBM Account Director Marketing Light Annual Services, IBM Account Director Marketing Six Month Services and IBM Account Director Marketing Consulting Services.

The Account Director Marketing Services are available to Clients that subscribe to the following IBM Cloud Service offerings:

- a. IBM Watson Campaign Automation
- b. IBM Watson Customer Experience Analytics
- c. IBM Watson Marketing Insights
- d. IBM Tealeaf on Cloud
- e. IBM Digital Analytics
- f. IBM Digital Experience on Cloud
- g. IBM Campaign Managed Hosted

Any onsite travel expenses included with IBM Account Director Marketing Services are not included and will be billed separately via statement of work (SOW).

1.1 Services

The Client may select from the following available services.

1.1.1 IBM Account Director Marketing Annual Services

IBM Account Director Annual Services provides the services outlined in the above IBM Account Director Marketing Services in a one (1) year engagement.

1.1.2 IBM Account Director Marketing Light Annual Services

IBM Account Director Marketing Light Annual Services provides the services outlined in the above IBM Account Director Marketing Services in a one (1) year engagement.

1.1.3 IBM Account Director Marketing Six Month Services

IBM Account Director Marketing Six Month Services provides the services outlined in the above IBM Account Director Marketing Services in a single six (6) month engagement. This service is a Remotely Delivered Service that expires at the end of six (6) months.

1.1.4 IBM Account Director Marketing Consulting Services

IBM Account Director Marketing Consulting Services provides the specialized consulting services available with IBM Account Director Marketing Services in a set number of hours. This service is a Remotely Delivered Service that provides 100 hours of services and expires at the end of 90 days.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Sheet(s) apply and prevail over the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

The Data Sheet(s) in the links below provide additional data protection information for the Acceleration 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. Data Sheets may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. For the purpose of the DPA, these Data Sheet(s) will also serve as the DPA Exhibit(s).

<http://www.ibm.com/software/sla/sladb.nsf/sla/sd-dpa-labor>

3. Service Levels and Technical Support

No Service Level Agreement or Technical Support is available for this Service Description.

4. Entitlement and Billing Information

4.1 Charge Metrics

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

- Engagement is a professional or training service related to the Cloud Services.

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 Materials

Materials created by IBM in the performance of these offerings and delivered to Client (excluding any preexisting works on which those materials may be based) are works made for hire, to the extent

permitted under applicable law, and are owned by Client. Client grants to IBM an irrevocable, perpetual, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on those materials.

5.2 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 always locked .

5.3 Client Responsibilities – Business Lead

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

Client 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 influence price.

5.4 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.

5.5 Assumptions

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

- a. 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.
- b. 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.

5.6 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.