

Service Description

IBM Campaign Managed Hosted

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. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1. Cloud Service

IBM Campaign Managed Hosted (CMH) is a campaign management service that helps marketers design, execute, and optimize personalized marketing across channels, and to perform segmentation over multiple data sources in order to deliver tailored messages.

IBM Campaign Managed Hosted includes the following Editions:

- IBM Campaign Managed Hosted – Essentials Edition
- IBM Campaign Managed Hosted – Standard Edition
- IBM Campaign Managed Hosted – Premium Edition

1.1 IBM Campaign Managed Hosted – Essentials Edition

IBM Campaign Managed Hosted – Essentials Edition provides the following functionality:

- Design and manage multi-channel campaigns.
- Manage campaign logic and delivery elements such as audience exclusions, ad-hoc field creation, and customer segmentation.
- Model the execution of campaigns in digital channels.
- Measure and report on marketing activities.
- Evaluate marketing activities across multiple data points including segments, products, channels, brands, and date and time.
- Use attribution methods to associate direct, indirect, and inferred responses to campaigns.
- Save campaign elements, marketing offers, customer segments, contact information, and response history in a centralized repository.
- Create offers based on templates with standard and custom attributes and values.
- Data mart tables that may include individual, household, purchase history/dimension, model history/dimension, campaign history/dimension, browsing behavior, and other customer-defined tables.

Included in the subscription fees for this offering are the following:

- One (1) Production Environment
- Up to fifteen (15) data mart tables with daily data refresh
- Up to six (6) months of rolling contact and response history
- Fourteen (14) days of storage backup and restore
- Monitoring, support, and management of the Cloud Service production environment

The resources provided for Essentials Edition include the following:

- Up to ten (10) users
- Client may acquire up to five (5) million Database Record entitlements per month.

1.2 IBM Campaign Managed Hosted – Standard Edition

The IBM Campaign Managed Hosted – Standard Edition includes all of the functionality of the Essentials Edition but is designed for those marketers with larger databases needs.

The resources provided for Standard Edition include the following:

- Up to twenty-five (25) users
- Client may acquire up to twenty (20) million Database Record entitlements per month.

1.3 IBM Campaign Managed Hosted – Premium Edition

The IBM Campaign Managed Hosted – Premium Edition offering includes all the functionality found in the Standard Edition but is designed for those marketers with even larger database needs.

The resources provided for Premium Edition include the following:

- Up to fifty (50) users
- Client may acquire up to fifty (50) million Database Record entitlements per month.

1.4 Additional Offerings

1.4.1 IBM Campaign Managed Hosted 100,000 Database Records

Client may acquire Database Record entitlements in increments of 100,000 to be used with Client's acquired Edition. Database Records are Client's customers and prospects located in the data mart. Client must purchase at least one unit of 100,000 Database Records for any Edition of IBM Campaign Managed Hosted

1.4.2 IBM Campaign Managed Hosted AddOn High Volume Database Records

This service allows Campaign Managed Hosted Premium Edition the ability to support an additional twenty (20) million Database Records. Client may subscribe up to a quantity of two (2), providing a total of forty (40) million additional Database Records maximum in support of Client's Premium Edition. This service is only available for subscribers of the Premium Edition.

1.4.3 IBM Campaign Managed Hosted AddOn Six Months Contact and Response History

This service provides Client with an additional six (6) months of rolling contact and response history storage. Client may subscribe up to a quantity of three (3), providing a total additional amount of eighteen (18) months of rolling contact and response history storage applied against Client's Campaign Managed Hosted Edition.

1.4.4 IBM Campaign Managed Hosted AddOn Data Mart Tables

This service provides Client with an additional five (5) data mart tables to be applied against Client's Campaign Managed Hosted Edition. Client may subscribe to up to a quantity of two (2) additional five (5) data mart tables for a maximum additional quantity of ten (10) Data Mart Tables.

1.4.5 IBM Campaign Managed Hosted AddOn HIPAA Enabled

This service provides Client with the option to leverage a Health Insurance Portability and Accountability Act (HIPAA) enabled Campaign Managed Hosted environment. This service maintains Client's Campaign Managed Hosted Edition in accordance with HIPAA standards.

1.4.6 IBM Campaign AVP OnePoint Premium Support

This service is a remotely delivered ongoing subscription service available to both IBM Campaign licensees and IBM Campaign Managed Hosted subscribers. Each Engagement provides Clients with a designated technical support resource in increments of ten (10) hours per month. This technical support resource will work with Clients to handle issues, recommend preventative actions, and aid in issue resolution. Personalized support services include: guidance specific to a Client's industry and business and maximizing productivity with the offering. Unused hours do not roll over month to month. This service requires a subscription to IBM Campaign Managed Hosted.

1.5 Set Up Offerings

1.5.1 IBM Campaign Managed Hosted Infrastructure Deployment Set Up

This service provides for the deployment of a Client's private cloud infrastructure for hosting the most current version of the IBM Campaign on-premise software.

Set Up is defined as activities to create a Cloud Service Production Environment. Some Set Up activities are dependent upon the client.

Set Up activities include, but are not limited to:

- a. Provisioning of the infrastructure for the Cloud Service Production Environment
- b. Installation of the latest version of the IBM Campaign application, with all applicable patches, onto the Production Environment.

- c. Establishment of network connectivity with Client's systems for file transfer (SFTP)
- d. Set up of up to four (4) vendors in output.
- e. Test customer access to the Cloud Service.
- f. Conduct Incident Management tool training.
- g. Prepare for Client's inbound files on the SFTP site.
- h. Run data load processes for the data mart.

Client will be provided with a prerequisite document that defines the Client's roles and responsibilities during Set Up. Client will provide a focal point during Set Up with responsibilities that include defining the table structures for Client's data mart, creating data files, establishing SFTP, identifying users, defining user roles and assisting in set-up testing.

Set Up activities do not include implementation services such as application configuration to meet the Client's particular business needs. Examples of implementation services' activities are audience configuration, table mapping, contact and response history set-up, folder structure set-up, security policy/user set-up and offer template creation. Any implementation services outside the scope of the Set Up activities will be executed via a Statement of Work (SOW).

1.5.2 IBM Campaign Managed Hosted HIPAA Enabled One Time Set Up

Clients that subscribe to IBM Campaign Managed Hosted AddOn HIPAA Enabled are required to purchase the IBM Campaign Managed Hosted HIPAA Enabled One Time Set Up in order to initially configure their Campaign Managed Hosted Edition for HIPAA.

2. Content and Data Protection

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet 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. The following Data Sheet(s) apply to the Cloud Service and its available options. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=D95C1F504F5011E6BBC783ECBD6ECF1C>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of 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 applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

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 that there is a critical business impact and the Cloud Service is not available. 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 3 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.

For bundled Cloud Services (individual Cloud Service offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled Cloud Service, and not the monthly subscription fee for each individual Cloud Service. Client may only submit claims relating to one individual Cloud Service in a bundle at a given time.

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)
Less than 99.95%	2%
Less than 99.0%	5%
Less than 98.0%	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.

3.3 Exclusions

If Client exceeds their maximum Database Records per month subscription, Client is not entitled to the SLA for that month.

4. Technical Support

Technical support for the Cloud Service is provided via email, phone, and an online problem reporting system. IBM's Support Handbook available at <https://www.ibm.com/software/support/handbook.html> provides technical support contact and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

5. Entitlement and Billing Information

5.1 Charge Metrics

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

- 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 Cloud Service. Sufficient entitlements must be obtained to cover each Engagement.

- Five Items is a unit of measure by which the Cloud Service can be obtained. An Item is an occurrence of a specific item that is processed by, managed by, or related to the use of the Cloud Service. Sufficient entitlements must be obtained to cover every Item processed by, managed by, or related to the use of the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- Hundred Thousand Database Records 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. Sufficient entitlements must be obtained to cover the total number of Database Records, rounded up to the nearest Hundred Thousand, available to be processed by or managed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- 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 PoE or Transaction Document.

5.2 Set-Up Charges

A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

5.3 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

5.4 Billing Frequency

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

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. Client is deemed to have access to the Cloud Service, and as such, is obligated to begin payment according to the Transaction Documents, when Client is able to connect, configure, customize, or test the Cloud Service by Client. 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. Renewals are subject to an annual price increase as specified in a quote. In the event the automatic renewal is after receipt of an IBM notice of a withdrawal of the Cloud Service, the renewal term will end the earlier of the end of the current renewal term or the announced withdrawal date.

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. Additional Terms

7.1 General

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

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

7.2 Hosting Locations

IBM will provide data centers within certain geographic regions for hosting the Cloud Service. Clients are expected to use a data center that is recommended by IBM in order to ensure optimal performance. If Client chooses to use a data center in another region or location, IBM does not guarantee any performance objectives of the Cloud Service.

7.3 Production Environment and Production Readiness

The Production Environment is comprised of the application, systems, and supporting systems infrastructure that the Client accesses and uses on an operational basis to execute its business processes and transactions. Administrative access to this system is restricted to IBM personnel, an IBM authorized third party, or Client's authorized users only after Production Readiness.

Production Readiness is defined as: (1) the IBM Campaign Managed Hosted Infrastructure Deployment Set Up activities have been completed and (2) the Production Environment is accessible by the Client.

7.4 Application Updates

IBM will perform maintenance and updates of the Cloud Service, which include implementing infrastructure patches, application patches, and security patches (collectively, "IBM-Initiated Updates").

IBM-Initiated Updates are performed on a routine basis or during scheduled maintenance windows. Scheduled maintenance is announced on the IBM Support Portal at least two days in advance or maintenance determined by IBM to be an emergency upon notice provided through the IBM Support Portal. Updates will be implemented within a six-week period after announcement on the portal.

If IBM determines that a high severity security vulnerability exists or potentially exists in the Production Environment, IBM may immediately suspend the Cloud Service until the IBM-Initiated Update has been promoted.

Should the IBM-Initiated Update remain unimplemented in the Production Environment because of an extension issue, or Client refusing permission to implement the change, Client agrees to indemnify, defend, and hold IBM harmless against any third-party claims arising in connection with the use of the Cloud Service to the extent such claim could have been avoided by implementing the IBM-Initiated Update.

7.5 Virtual Private Network

A Virtual Private Network (VPN) through the Internet is supported, but not required, for integrating with Client networks. A VPN extends a private network across a public network. A VPN is created by establishing a virtual point-to-point connection through the use of dedicated connections, virtual tunneling protocols, or traffic encryption. A VPN is only required by the Cloud Service if an integration connection is unencrypted, or not properly protected, through the Internet. Redundant circuits are required for high availability.

7.6 Secure File Transfer Protocol

Secure File Transfer Protocol (SFTP), or SSH File Transfer Protocol, is provided as part of the Cloud Service with, or without, the use of virtual or physical circuits for Clients to integrate with legacy or supportive services. SFTP is a network protocol that provides file access, file transfer, and file management over a secure and reliable data stream. The Cloud Service provides a SFTP server for inbound file transfers destined to be consumed by the Extensions. Outbound transfer from the Cloud Service of data, and reports, can be accomplished through a java-based SFTP client, imbedded in the Application or Extensions. SFTP transfers require file-level encryption to protect the data at rest.

7.7 Subcontractors

IBM subcontractors used for the Cloud Service are required to comply with any changes to IBM's Data Security and Privacy Principles within 180 days of publication.

7.8 IBM Campaign Managed Hosted Editions

If Client exceeds the number of Database Records supported by the Campaign Managed Hosted Edition for three consecutive months, the Client agrees to update their Cloud Service entitlement to the appropriate Edition. If Client is entitled to Premium Edition, they must purchase the IBM Campaign Managed Hosted Add On High Volume Database Records entitlement in the appropriate quantities, if

they exceed the base Premium Edition subscription of 50,000,000 Database Records per month for three consecutive months. If Client exceeds 90,000,000 Database Records per month for three consecutive months, Client agrees to execute a Statement of Work (SOW) for their entitlement to a custom cloud service with either IBM or a partner. Client may experience degraded performance if Client exceeds the Database Records supported by an Edition.