1. Cloud Service
The offerings that you have ordered are specified in your Order Document. For the purpose of this Cloud Service, the Order Document will consist of the Quotation that IBM presents to you and the Proof of Entitlement (PoE) that you will receive from IBM confirming that the Cloud Service has been provisioned and setting forth the beginning and end date for the term of the Cloud Service.

1.1 IBM eMessage
The IBM eMessage Cloud Service, designed to be used with IBM Campaign, enables you to use customer data gathered through cross-channel, demographics, transactional behavioral, or interaction history in order to segment, target and personalize digital messages for event-triggered or batched messaging.

IBM eMessage is an email service solution that enables you to create documents and deploy digital messages. eMessage offers a message document composer, content library, and html preview for test and production deployment of emails and landing page campaigns. Additionally, eMessage provides post campaign analysis information on permanent and temporary bounces of digital messages and near real-time open & click tracking.

IBM eMessage – Push Notification is a mobile customer engagement solution that enables you to create and send simple and rich push notifications to the users of their smart phone applications.

a. Email Service Solution
IBM eMessage subscription provides:

- Document Composer: Allows Cloud Service users to construct or edit email and landing pages with a template that defines areas of static content (including text, images and links) and customizable areas where the system can add content based on recipient characteristics with a drag and drop graphical interface. Personalized or online form-based landing pages are customized web pages hosted through the Cloud Service.

- Content Library: Stores client-created templates and includes content files such as jpg, png and gif images and common text associated with individual content elements that are required to create personalized email messages and landing pages.

- Email Preview: eMessage displays a sample of the document as it would be assembled during a mailing as well as the ability to preview the assembled document across email clients such as Yahoo, Gmail and Hotmail, on iPhone and Android based devices and in browsers like Internet Explorer and Firefox.

- Message Deployment: eMessage sends personalized emails to a target audience and host landing pages. There are two deployment options: event-triggered or batched messaging. An event-triggered transactional email is a single email message sent in response to a specific, predetermined transaction detected in the business systems. IBM provides the eMessage Transactional Mailing Service (TMS) as a hosted web service to process transactional email messages. You can work with application developers to integrate corporate transaction management systems with eMessage TMS. Batched messages can run mailings on a specific date and time or in near real-time.

- eMessage System Tables: The eMessage system tables are part of IBM Campaign schema that is installed in the local network, behind corporate firewalls. The system tables contain contact and response data for each mailing, link tracking data for trackable links, and data selected for email recipient lists.

- Reporting and Bounces Management: eMessage records email responses, including data for email opens and link clicks to external web sites for general mailings, individual messages and for specific events associated with each email message. Additionally, eMessage stores information on permanent and temporary message bounces and can provide ISP feedback for unsuccessful attempts.
b. Mobile Customer Engagement Solution

**IBM eMessage – Push Notification** subscription enables you to create and send simple text-based and rich push notifications to the users of your smart phone applications. It provides marketers with message creation, targeting and analytics capabilities. It also provides a solution for developers and technical teams to enable simple text-based and rich push notifications. The solution includes:

- Campaign management capabilities such as message scheduling based on time zones, geo-segmentation, frequency management, and CRM-based segmentation;
- Content management tools for editing and previewing messages, message personalization, and badge management; and
- Marketing performance measurement and analytics capabilities.

2. Security Description

IBM implements and maintains the practices and procedures described in this section.

2.1 Security Policies

IBM maintains privacy and security policies that are published and communicated to IBM employees. IBM requires privacy and security education to individuals worldwide that support IBM data centers and maintains a security team that is focused on information security. IBM security policies and standards are reviewed and re-evaluated annually. IBM security incidents are handled in accordance with a comprehensive incident response procedure.

2.2 Access Control

IBM maintains logical separation of client data. Client data resides in its own client-specific schema and is designed to be accessible through the Cloud Service or client-specified data export. Access to the Cloud Service and client data is controlled and managed by the client’s designated administrator. IBM uses authentication and encrypted VPN tunnel technology when accessing client systems. Access is restricted to those individuals requiring access in order to maintain and administer the Cloud Service and associated hardware and software infrastructure in third party data center facilities. IBM uses WiFi (a/k/a 802.11) network traffic that is encrypted using WPA2 with the AES encryption algorithm option and provides for non-broadcast SSID and mutual authentication between the server and the end devices when accessing systems containing client data.

2.3 Service Integrity & Availability

Modifications to operating system resources (OSRs) and application software are governed by IBM’s change management process. Hardware, software, access logs, read only access and encryption controls are used within the network infrastructure and on the workstations of individuals working in IBM data centers or with client data in IBM’s data centers to help lessen the likelihood of the propagation and execution of computer viruses and other forms of known harmful code. IBM uses over-the-network encryption via standard SSL (https) connections and the IBM infrastructure employs technology solutions for end-to-end security, including firewall, intrusion prevention, and anti-malware technologies. Transmission Control Protocols/Internet Protocols (TCP/IP) vulnerability scanning is periodically conducted by authorized administrators to detect and resolve potential system security exposures. IBM warehouse data is copied to secondary storage in the IBM data center, and tertiary archival (tape) is encrypted and duplicated for storage at a 3rd party offsite disaster recovery facility.

2.4 Activity logging

IBM maintains logs of its activity for systems, applications, data repositories, middleware and network infrastructure devices that are capable of and configured for logging activity. IBM maintains logs for recording i) successful and unsuccessful logon access attempts, ii) successful and unsuccessful attempts to gain access to the infrastructure from an external location, iii) update access attempts to OSRs and iv) activities performed using system or security administrative authority.

2.5 Physical Security

IBM restricts access to only IBM data center authorized personnel in IBM and IBM third party provided data centers. The Cloud Service environment includes multi-factor authentication for physical access, involving a unique code and biometric scan, as well as 24 x 7 security personnel, manned security, and video surveillance. IBM prohibits unauthorized viewing, copying, alteration or removal of any media containing client data. Removable media on which client data are stored (including thumb drives, CDs, and DVDs) are encrypted using at least 256 bit AES (or equivalent). IBM issued laptops and workstations
require implementation of whole disk encryption (PGP) where access privileges to sensitive or client data may be required. IBM destroys removable media and any mobile device (such as discs, USB drives, DVDs, back-up tapes, printers, and laptops) containing client data, or renders client data on such physical media unintelligible and not capable of reconstruction by any technical means prior to any reuse of the media. IBM shreds paper waste and disposes of it in a secure and confidential manner so as to render such paper waste unreadable.

2.6 Compliance

IBM certifies its privacy practices annually as consistent with the U.S. Department of Commerce’s Safe Harbor Principles: Notice, Choice, Onward Transfer, Access and Accuracy, Security, and Oversight/Enforcement. Industry standard audit SSAE 16 type (formerly SAS 70), or equivalent, is performed annually in our production data centers. IBM reviews security and privacy-related activities for compliance with IBM’s business requirements. Assessments and audits are conducted regularly by IBM to confirm compliance with its information security policies. Security policies in place provide for security audits, the periodic application of security patches and password management and control. Workforce security education and awareness training is completed by IBM’s employees and vendor employees on an annual basis. Personnel are reminded of their job objectives and their responsibility to meet ethical business conduct, confidentiality and IBM’s security obligations on an annual basis.

3. Service Level Commitment

IBM provides the following service level commitments (“SLA”) for the Cloud Service, after IBM makes the Cloud Service available to you. The specific offering to which the SLA applies is set forth in the “Service Level” table below and will be known as the “Service” throughout this section that describes the SLA.

3.1 Definitions

“Application Downtime” – means a period of time during which users of the IBM hosted portions of the application interface are unable to use all aspects of the Service for which they have appropriate permissions. By way of clarification, there is no “Downtime” if any user can use any aspect of the Service for which they have appropriate permissions.

“Availability Credit” – means the remedy IBM will provide for a validated Claim. The Availability Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the Service.

“Claim” – means a claim submitted by you to IBM pursuant to this SLA that a Service Level has not been met during a Contracted Month.

“Contracted Month” – means each full month during the term of the Service measured from 12:00 a.m. GMT on the first day of the month through 11:59 p.m. GMT on the last day of the month.

“Downtime” – means Application Downtime and/or Data Collection Downtime and is a period of time during which production system processing for the Services has stopped and all of your users are unable to use all aspects of the Service for which they have appropriate permissions. Downtime does not include the period of time when the Service is not available as a result of:

- A scheduled outage for the purpose of maintenance.
- Events or causes beyond IBM’s control (e.g., natural disaster, internet outages, etc.)
- Problems with your applications, equipment, or data, or a third party’s applications, equipment or data.
- Your failure to adhere to required system configurations and supported platforms for accessing the Service.
- IBM’s compliance with any designs, specifications, or instructions that you provide to IBM or a third party provides to IBM on your behalf.

“Event” – means a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level.

“Data Collection Downtime” – means a period of time during which the Service is unable to collect data via the data processing elements of the Service.

“Service Level” – means the standard set forth below by which IBM measures the level of service it provides in this SLA.
3.2 Availability Credits

a. In order to be eligible to submit a Claim you must log a Severity 1 support ticket (as defined below in the Technical Support section) for each Event with the IBM technical support help desk, within twenty-four (24) hours of your first becoming aware that the Event has impacted your use of the Service. You must provide all necessary detailed information about the Event and reasonably assist IBM with the diagnosis and resolution of the Event.

b. You must submit your Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month that is the subject of the Claim.

c. Availability Credits will be based on the duration of the Downtime measured from the time you report that you were first impacted by the Downtime. If you report an Event of Application Downtime and an Event of Data Collection Downtime occurring simultaneously, then IBM will treat the overlapping periods of Downtime as a single period of Downtime, and not as two separate periods of Downtime. For each valid Claim, IBM will apply the highest applicable Availability Credit based on the achieved Service Level during each Contracted Month, as shown on the tables below. IBM will not be liable for multiple Availability Credits for the same Event(s) in the same Contracted Month.

d. If you purchased the Service from a valid IBM reseller in a remarketing transaction in which IBM maintains primary responsibility for fulfilling the Service and SLA commitments, then the Availability Credit will be based on the then-current Relationship Suggested Value Price (RSVP) for the Service in effect for the Contracted Month which is the subject of a Claim, discounted at a rate of 50%.

e. The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed twenty percent (20%) of one twelfth (1/12th) of the annual charge paid by you to IBM for the Service.

3.3 Service Levels

<table>
<thead>
<tr>
<th>Service</th>
<th>Application availability during a Contracted Month</th>
<th>Data Collection availability during a Contracted Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>IBM eMessage</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>IBM eMessage – Push Notification</td>
<td>Y</td>
<td>Y</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Achieved Service Level during a Contracted Month</th>
<th>Availability Credit (% of Monthly Subscription Fee for Contracted Month which is the subject of a Claim)</th>
</tr>
</thead>
<tbody>
<tr>
<td>99% - 99.949%</td>
<td>2%</td>
</tr>
<tr>
<td>98% - 98.999%</td>
<td>5%</td>
</tr>
<tr>
<td>97% - 97.999%</td>
<td>12%</td>
</tr>
<tr>
<td>Less than 97.000%</td>
<td>20%</td>
</tr>
</tbody>
</table>

"Achieved Service Level" percentage is calculated as: (a) the total number of minutes in a Contracted Month, minus (b) the total number of minutes of Downtime in a Contracted Month, divided by (c) the total number of minutes in a Contracted Month, with the resulting fraction expressed as a percentage.

Example: 50 minutes total Downtime during Contracted Month
3.4 Other information about this SLA

This SLA is made available only to IBM’s clients and does not apply to claims made by your users, guests, and participants of the Service or to any beta or trial services that IBM provides. The SLA only applies to the Services that are in production use, so it does not apply to non-production environments, including but not limited to test, disaster recovery, QA or development. If you have breached any material obligations under your contract for the Service, including without limitation, breach of any payment obligations, you may not make a Claim under this SLA.

4. Entitlement and Billing Information

4.1 Charge Metrics

The Cloud Services are made available under one of the following charge metrics as specified in the Order Document:

a. Digital Message is a unit of measure by which the Cloud Service can be obtained. A Digital Message is an electronic communication managed or processed by the Cloud Service. Sufficient entitlements must be obtained to cover the total number of Digital Messages managed or processed by the Cloud Service during the measurement period specified in your Order Document.

b. Reputation Identity is a unit of measure by which the Cloud Service can be obtained. A Reputation Identity is a combination of an IP address and/or domain used to improve the deliverability of emails. Sufficient entitlements must be obtained to cover the number of Reputation Identities created for you within the Cloud Service.

c. Test Account is a unit of measure by which the Cloud Service can be obtained. A Test Account is an account established solely to be used within a test, development, or staging environment. Sufficient entitlements must be obtained to cover the number of Test Accounts created for you within the Cloud Service during the measurement period specified in your Order Document.

d. 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 your Order Document.

e. Addressable Device is a unit of measure by which the Cloud Service can be obtained. An Addressable Device is a device upon which an application is installed that is addressable by the Cloud Service. Each application installation that is addressable by the Cloud Service counts as a separate Addressable Device. Sufficient entitlements must be obtained to cover the number of Addressable Devices reported by the Cloud Service during the measurement period specified in your Order Document.

f. 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.

g. Emails Sent is a unit of measure by which the Cloud Service can be obtained. An email is an electronic communication sent through the Cloud Service. Sufficient entitlements must be obtained to cover the total number of Emails Sent during the measurement period specified in your Order Document.

4.2 Setup Charges

Setup charges will be specified in an Order Document.

a. IBM eMessage Test Account SaaS Setup

IBM shall charge a setup fee upon initial provisioning of IBM eMessage Test Account Setup. This service updates the Cloud Service environment to use an additional Test Account beyond the amount provided with the applicable IBM eMessage – Email Onboarding Services.
b. **IBM eMessage Reputation Identity SaaS Setup**

IBM shall charge a setup fee upon initial provisioning of IBM eMessage Reputation Identity SaaS Setup. This service updates the Cloud Service environment to use an additional Reputation Identity beyond the amount provided with the applicable IBM eMessage – Email Onboarding Services.

### 4.3 Partial Month Charges

The partial month charge is a pro-rated daily rate that will be charged to you and included in the first invoice. The partial month charges are calculated based on the remaining days of the partial month starting on the date you are notified by IBM that your access to the Cloud Service is available.

### 4.4 Overage Charges

If your actual usage of the Cloud Service exceeds the entitlement specified in the Cloud Service Order Document, then you will be invoiced for the overage in accordance with the overage rates specified in the Cloud Service Order Document.

### 4.5 On-Demand Charges

On-Demand parts included on the Order Document will not be invoiced until you request activation of the On-Demand part. When activated, you will be invoiced according to the price set in the Order Document.

a. **IBM eMessage Test Account On-Demand Setup**

This service updates the Cloud Service environment to use an additional Test Account, in addition to the amount provided with the applicable IBM eMessage – Email Onboarding Services, when specifically requested by you. The part must be included in the Order Document.

b. **IBM eMessage Reputation Identity On-Demand Setup**

This service updates the Cloud Service environment to use an additional Reputation Identity, in addition to the amount provided with the applicable IBM eMessage – Email Onboarding Services, when specifically requested by you. The part must be included in the Order Document.

### 4.6 Remote Services (Human Based) Charges

Remote Services are purchased on a per Engagement charge metric and are invoiced when ordered. Services expire 90 days from purchase regardless of whether all hours have been used.

a. **IBM eMessage – Email Onboarding Standard Services**

Provides up to 60 hours of remote consulting, best practices, training and configuration for onboarding you to the IBM eMessage email service solution. This may include, but not limited to, providing ramp-up, education, and deliverability reports. Up to two (2) Reputation Identity setups and one (1) Test Account are included.

b. **IBM eMessage – Email Onboarding Professional Services**

Provides up to 75 hours of remote consulting, best practices, training and configuration for onboarding you to the IBM eMessage email service solution. This may include, but not limited to, providing ramp-up, education, deliverability reports and use case assistance. Up to five (5) Reputation Identity setups and two (2) Test Accounts are included.

c. **IBM eMessage Delivery Service**

Provides up to 15 hours and three (3) items per engagement of: analysis mailing reputation with recommendations to sustain a positive mailing reputation; review and discuss methods to improve inbox delivery; analysis and recommendations to minimize spam complaints.

d. **IBM eMessage Content Service**

Provides up to 15 hours and three (3) items per engagement of: analysis mailing reputation with recommendations to sustain a positive mailing reputation; review and discuss methods to improve inbox delivery; analysis and recommendations to minimize spam complaints.

e. **IBM eMessage Best Practices Service**

Provides up to 15 hours and three (3) items per engagement of: campaign analysis review; develop multi-wave campaigns; how to properly re-engage or deactivate segments; how to analyze unsubscribe/spam complaints with other channels; brand and reputation strategy management; A/B split setup review; advanced scripting review.
f. IBM eMessage Custom Email Service
Provides any two (2) items across any of the above eMessage remote services offerings (described in the eMessage Delivery Service, Content Service and Best Practices Service sections above).

g. IBM eMessage - Push Notification Onboarding Advisory Services
Provides a combination of the following: up to five (5) application keys setup, up to twenty (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, iOS, Windows notification services, up to one (1) hour of remote console training for marketers and implementation training for developers.

h. IBM eMessage - Push Notification Onboarding Standard Services
Provides a combination of the following: The services included in IBM eMessage – Push Notification Onboarding Advisory Services plus up to ten (10) additional hours of email or phone based question and answer, account creation, customization of up to two (2) screens of user interface, optional weekly 30-minute meetings, initial push notification implementation acceptance testing cycle on any four (4) native applications using Android, iOS, Windows notification services, up to one (1) software integration service with IBM or 3rd party software compatible with IBM eMessage - Push Notification.

i. IBM eMessage - Push Notification Onboarding Professional Services
Provides a combination of the following: The services included in IBM eMessage – Push Notification Standard Services plus up to ten (10) additional hours of email or phone based question and answer, creation of custom roles and permissions for each account, creation of certificates as part of application set up, whitelisting service to identify IP addresses that can connect with IBM eMessage - Push Notification, up to two (2) additional software integration service with IBM or 3rd party software compatible with IBM eMessage - Push Notification.

4.7 Ongoing Services Subscription

a. IBM eMessage - Push Notification Ongoing Advisory Services
Provides a combination of the following: one (1) additional push notification implementation acceptance testing cycle per year, up to twenty (20) hours (total per year) of question and answer via email or phone.

b. IBM eMessage - Push Notification Ongoing Standard Services
Provides a combination of the following: the services included in IBM eMessage – Push Notification Ongoing Advisory Services plus up to ten (10) additional hours (total per year) of question and answer via email or phone, one (1) additional push notification implementation acceptance testing cycle per year, up to two (2) customized campaign performance reports, up to ten (10) hours (total per year) for guidance around usage of console and overall push strategy.

c. IBM eMessage - Push Notification Ongoing Professional Services
Provides a combination of the following: the services included in IBM eMessage – Push Notification Ongoing Standard Services plus up to ten (10) additional hours (total per year) of question and answer via email or phone, up to four (4) additional push notification implementation acceptance testing cycles per year, priority response for support tickets, up to two (2) hours (total per year) of support to advise on seasonal marketing, optional weekly 30-minute meetings to address key performance indicator and short and long-term application/push notification goals.

d. IBM eMessage - Campaign Strategy Services
For one (1) campaign per month, provides advice on push notification campaign tactics regarding strategy, frequency and schedule.

e. IBM eMessage - Strategy & Campaign Configuration Services
For up to one (1) campaign per month, provides a combination of the following: the services included in Campaign Strategy Services plus assistance in creation of marketing calendar notifications schedule, setup of up to two (2) notifications in IBM eMessage - Push Notification’s console, and delivery of up to two (2) screen shots of the notification to you.

f. IBM eMessage - Strategy, Planning & Campaign Configuration Services
For up to three (3) campaigns per month, provides a combination of the following: the services included in Strategy & Campaign Configuration Services plus real time testing of notifications with you (by phone), and delivery of up to two (2) custom reports.
5. Term and Renewal Options

5.1 Term

The term of the Cloud Service will begin on the date that IBM notifies you that you have access to the portions of the Cloud Service that are described in the Order Document. The PoE portion of the Order Document will confirm the exact date of the start and end of the term, as well as how or whether the term will renew. You are permitted to increase your level of use of the Cloud Service during the term by contacting IBM or an IBM Business Partner. We will include that change in an Order Document.

5.2 Cloud Services Term Renewal Options

Your Order Document will set forth whether the Cloud Service will renew at the end of the term, by designating the term as one of the following:

a. Automatic Renewal

   If your Order Document states that your renewal is automatic, you may terminate the expiring Cloud Service term by written request, at least ninety (90) days prior to the expiration date of the term that is set forth in the Order Document. If IBM or an IBM Business Partner does not receive such termination notice by the expiration date, the expiring term will be automatically renewed for either a one year term or the same duration as the original term as set forth in the PoE portion of the Order Document.

b. Continuous Billing

   When the Order Document notes that your billing is continuous, you will continue to have access to the Cloud Service and will be billed for the usage of the Cloud Service on a continuous billing basis. To discontinue use of the Cloud Service and stop the continuous billing process, you will need to provide IBM or an IBM Business Partner with ninety (90) days written notice requesting that your Cloud Service be cancelled. Upon cancellation of your access, you will be billed for any outstanding access charges through the month in which the cancellation took effect.

c. Renewal Required

   When the Order Document notes that your renewal type is “terminate”, the Cloud Service will terminate at the end of the term and your access to the Cloud Service will be removed. To continue to use the Cloud Service beyond the end date, you will need to place an order with your IBM sales representative or IBM Business Partner to purchase a new subscription term.

6. Technical Support

Technical support is provided for the Cloud Service and Enabling Software, as applicable, during the Subscription Period. Such technical support is included with the Cloud Service and is not available as a separate offering.

Technical Support information and links to submit support requests for IBM eMessage can be found at the following URL:


7. Additional Information

7.1 Entitlement Information

7.1.1 IBM eMessage

The available measurement period for the number of Digital Message or Emails Sent, as applicable, by the Cloud Service is one (1) calendar month.

Emails sent through the Blind Carbon Copy (BCC) will be charged as a Digital Message or Emails Sent, as applicable.

7.1.2 IBM eMessage Post Click Analytics

Included in the subscription fee for IBM eMessage Post Click Analytics is up to fifteen (15) Million Server Calls per month.
7.2 **Notice Regarding Use of Cookies**

IBM may use cookies and tracking technologies to collect personally identifiable information in gathering usage statistics and information designed to help improve user experience and tailor interactions with users, in accordance with IBM’s privacy policies.

7.3 **Derived Benefit Locations**

Where applicable, taxes are based upon the location(s) you identify as receiving benefit of the Cloud Services. IBM will apply taxes based upon the business address listed when ordering a Cloud Service as the primary benefit location unless you provide additional information to IBM. You are responsible for keeping such information current and providing any changes to IBM.

7.4 **Enabling Software**

The IBM eMessage – Push Notification Cloud Service offering includes enabling software. You have a license to use the enabling software, in the manner described in the documentation associated with the Cloud Service, for the length of the term of the Cloud Service and solely as needed to facilitate or enable your access and use of the Cloud Service. Your license to the enabling software terminates either upon termination or expiration of the Cloud Service’s term. To the extent that the enabling software contains sample code, you have the additional right to use the sample code to make derivative works only as permitted and necessary to use the Cloud Service. As with all other enabling software, your license to use the sample code and any derivative works terminates upon the termination or expiration of the Cloud Service’s term. The enabling software is provided subject to the Service Level Commitment, if any, as a component of the Cloud Service, but is otherwise provided “AS IS,” without warranty.

Enabling Software included with the Cloud Service consists of the following (including any updates, fixes or patches IBM makes available to the following):

- IBM Push Notification SDK for Android
- IBM Push Notification SDK for Apple iOS
- IBM Push Notification SDK for Blackberry
- IBM Push Notification SDK for Windows Phone 8