



Service Description

IBM Tealeaf Customer Experience on Cloud

The following is the Service Description for your Order:

1. Cloud Service

The Cloud Service offering, is described below and is specified in an Order Document for the selected entitled offerings. The Order Document will consist of the Quotation that is provided and the Proof of Entitlement (PoE) you will receive confirming the start date and term of the Cloud Services and when invoicing will commence.

1.1 IBM Tealeaf CX on Cloud

IBM Tealeaf CX on Cloud is a SaaS based analytics solution specifically for native mobile and mobile web applications. The solution is designed to help customers understand and improve the overall end user experience by analyzing behavioral problems from large and complex data sets. Data including application interactions, device information, and user context will be captured and sent to the IBM hosted environment. IBM Tealeaf CX on Cloud comes with numerous “out of the box” reports, and dashboards that allow the customer to consume their results nearly immediately. In addition to the predefined reports and dashboards, users can customize both reports and dashboards to meet more specific analytic needs. IBM Tealeaf CX on Cloud base package includes the following:

a. Application Profiles

Included in the subscription fee is the ability to configure up to 10 Application Profiles. An Application Profile is a reporting entity with associated permissions assignable to the user. Typically an Application Profile has a one-to-one mapping with a single application or website. Please consult with the IBM Tealeaf Lab Services team if you wish to combine multiple application(s) and/or website(s) into a single Application Profile for reporting purposes.

The first Application Profile will be configured by IBM and available when the Cloud Service is provisioned. If more than 10 Application Profiles are needed, a request can be submitted to IBM Support and agreed to by IBM and you. Additional Application Profiles will not be unreasonably withheld.

b. Data Retention Periods

Also included in the subscription fee for the Cloud Service are the following data retention periods. All data is stored and removed based on a rolling window of time which is built around the concept of first in, first out. Data is stored for a set amount of time and is then discarded as the specified time window expires. The rolling data retention window begins as soon as data starts flowing into the system and is updated daily.

- 12 months of rolling Reporting Data. Reporting Data is defined as metric and dimensions associated with the reports and dashboards in the Cloud Service.
- 14 calendar days of rolling Capture Data. Capture Data is defined as data collection from the Tealeaf SDK.

1.2 Optional Features

1.2.1 IBM Tealeaf CX on Cloud Reporting Data Retention Extension

The Reporting Data Retention Extension provides the option for you to retain certain stored data elements for an extended length of time, namely:

- Additional 12 months rolling retention of Reporting Data for a total maximum of 24 months of rolling Reporting Data storage.

1.2.2 IBM Tealeaf CX on Cloud Capture Data Retention Extension

The Capture Data Retention Extension provides the option for you to retain certain stored data elements for an extended length of time, namely:

- Additional 14 calendar days rolling retention of Capture Data for a total maximum of 28 calendar days rolling Capture Data storage.

2. Security Description

2.1 Security Policies

IBM maintains privacy and security policies that are communicated to IBM employees. IBM requires privacy and security training to personnel who support IBM data centers. We have an information security team. 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

Access to client data, if required, is allowed only by authorized IBM support representatives according to principles of segregation of duties. IBM staff use two-factor authentication to an intermediate "gateway" management host. All connections are encrypted channels when accessing client data. All access to client data and transfer of data into or out of the hosting environment is logged. WIFI use is prohibited within the IBM data centers that support this Cloud Service.

2.3 Service Integrity and Availability

Modifications to operating systems and application software are governed by IBM's change management process. Changes to firewall rules are also governed by the change management process and are reviewed by the IBM security staff before implementation. IBM monitors the data center 24x7. Internal and external vulnerability scanning is regularly conducted by authorized administrators and third party vendors to help detect and resolve potential system security exposures. Malware detection (antivirus, intrusion detection, vulnerability scanning, and intrusion prevention) systems are used in all IBM data centers. IBM's data center services support a variety of information delivery protocols for transmission of data over public networks. Examples include HTTPS/SFTP/FTPS/S/MIME and site-to-site VPN. Backup data intended for off-site storage is encrypted prior to transport.

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. To minimize the possibility of tampering and to enable central analysis, alerting and reporting, activity logging is done in real-time to central log repositories. Data is signed to prevent tampering. Logs are analyzed in real-time and via periodic analysis reports to detect anomalous behavior. Operations staff is alerted to anomalies and contacts a 24x7 on-call security specialist when needed.

2.5 Physical Security

IBM maintains physical security standards designed to restrict unauthorized physical access to IBM data centers. Only limited access points exist into the data centers, which are controlled by two-factor authentication and monitored by surveillance cameras. Access is allowed only to authorized staff that have approved access. Operations staff verifies the approval and issues an access badge granting the necessary access. Employees issued such badges must surrender other access badges and can only possess the data center access badge for the duration of their activity. Usage of badges is logged. Non-IBM visitors are registered upon entering on premises and are escorted when they are on the premises. Delivery areas and loading docks and other points where unauthorized persons may enter the premises are controlled and isolated.

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. IBM performs industry standard SSAE 16 audits (or their equivalent) annually in 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. IBM employees and vendor employees complete workforce security and awareness training annually. Personnel are reminded of their job objectives and their responsibility to meet ethical business conduct, confidentiality, and IBM's security obligations annually.

3. Service Level Commitment

IBM provides the following availability service level agreement ("SLA") for the Cloud Service. You understand that the SLA does not constitute a warranty to you.

3.1 Definitions

- a. "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 Cloud Service.
- b. "Claim" means a claim you submit to IBM pursuant to the SLA that a Service Level has not been met during a Contracted Month.
- c. "Contracted Month" means each full month during the term measured from 12:00 a.m. Eastern US time on the first day of the month through 11:59 p.m. Eastern US time on the last day of the month.
- d. "Downtime" means a period of time during which production system processing for the Cloud Service has stopped and your users are unable to use all aspects of the Cloud Service for which they have permissions. Downtime does not include the period of time when the Cloud Service is not available because of:
 - (1) a scheduled or announced maintenance outage;
 - (2) Events or causes beyond IBM's control (e.g., natural disaster, internet outages, emergency maintenance, etc.);
 - (3) problems with your applications, equipment or data, or a third party's applications, equipment or data;
 - (4) your failure to adhere to required system configurations and supported platforms for accessing the Cloud Service; or
 - (5) IBM's compliance with any designs, specifications, or instructions that you provide to IBM or a third party provides to IBM on your behalf.
- e. "Event" means a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level.
- f. "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. 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 Cloud Service. You must provide all necessary 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 in which the Claim arose.
- c. Availability Credits are based on the duration of the Downtime measured from the time you report that you were first impacted by the 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 in the table below. IBM will not be liable for multiple Availability Credits for the same Event in the same Contracted Month.
- d. The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed 10 percent (10%) of one twelfth (1/12th) of the annual charge paid by you to IBM for the Cloud Service.

3.3 Service Levels

Availability of the Cloud Service during a Contracted Month

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee for Contracted Month that is the subject of a Claim)
<99.9%	2%
<99.0%	5%
<95.0%	10%

Availability, expressed as a 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.

Example: 50 minutes total Downtime during Contracted Month

$\begin{array}{r} 43,200 \text{ total minutes in a 30 day Contracted Month} \\ - 50 \text{ minutes Downtime} \\ = 43,150 \text{ minutes} \end{array}$ <hr/> $\begin{array}{r} 43,200 \text{ total minutes} \end{array}$	$= 2\% \text{ Availability Credit for } 99.8\% \text{ Achieved Service Level}$
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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, participants and permitted invitees of the Cloud Service or to any beta or trial services that IBM provides. The SLA only applies to the Cloud Services that are in production use. It does not apply to non-production environments, including but not limited to test, disaster recovery, quality assurance, or development.

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. Million Interactions (MIs) is a unit of measure by which the Cloud Service can be obtained. An Interaction is a digital interaction with an application captured by the Cloud Service, either at the network level (e.g., a request and response pair ("Hit") over http or https) or otherwise. Sufficient MI entitlements must be obtained to cover the number of Interactions processed during the measurement period specified in Customer's Proof of Entitlement (PoE) or Order Document.
- b. 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.

4.2 Charges and Billing

The amount payable for the Cloud Service is specified in an Order Document.

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 offering is available.

4.4 Overage Charges

If your actual usage of the Cloud Service in any quarter (based on a calendar year beginning January 1) exceeds three (3) times the entitlement specified in a PoE or Order Document, then you will be invoiced for the overage in accordance with the overage rates specified in the applicable PoE or Order Document. If you are provisioned within a given quarter, overage will be prorated accordingly.

4.5 Remote Services (Human Based) Charges

Remote Services are purchased using the Engagement charge metric and will be billed at the rate specified in the Order Document.

4.5.1 IBM Tealeaf CX on Cloud Onboarding Service

This onboarding service provides the following remote consulting, product training, and configuration for onboarding you to IBM Tealeaf CX on Cloud based on the allocation of remotely delivered services listed below:

- a. Provides up to 24 hours of services to assist you with the implementation and instrumentation of the Tealeaf software development kit (SDK).

- b. Provides up to 24 hours of training to educate you on general product information and overall usage.

The IBM Tealeaf CX on Cloud Onboarding Service is purchased per Engagement with one Engagement per client. The Remote Service expires 90 days from the date you are notified by IBM that access to the Cloud Service is available regardless of whether all hours have been used.

5. Term and Renewal Options

5.1 Term

The term of the Cloud Service begins on the date that IBM notifies you that you have access to the Cloud Service, as 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. You are permitted to increase your level of use of the Cloud Service during the term by contacting IBM or your IBM Business Partner. We will confirm the increased level of usage in the 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:

5.2.1 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 your 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.

5.2.2 Continuous Billing

When the Order Document states that your billing is continuous, you will continue to have access to the Cloud Service following the end of your term and will be billed for the usage of the Cloud Service on a continuous basis. To discontinue use of the Cloud Service and stop the continuous billing process, you must provide IBM or your 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.

5.2.3 Renewal Required

When the Order Document states 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 must place an order with your IBM sales representative or IBM Business Partner to purchase a new subscription term.

6. Technical Support

Technical support for the Cloud Service is available during the subscription period.

Regular Phone and Email Support Hours of Operation are as follows:

8:00 a.m. – 11:00 p.m. Eastern Standard Time zone, U.S., Monday – Friday (excluding holidays)

After Hours Support:

After Hours Support (outside of the regular operating hours stated above) is available only for Severity 1 issues on business days, weekends, and holidays.

Support Hotline: 1-877-432-4300 in the U.S.

Email: scn_support@us.ibm.com

Support web portal: <https://support.ibmcloud.com>

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
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	24x7

2	Significant business impact: A service business feature or function of the service is severely restricted in its use or you are in jeopardy of missing business deadlines.	Within 2 business hours	M-F business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 4 business hours	M-F business hours
4	Minimal business impact: An inquiry or non-technical request	Within 1 business day	M-F business hours

7. Enabling Software

This Cloud Service offering may include enabling software. You may use the enabling software only in association with your use of the Cloud Service for the length of the term of the Cloud Service. To the extent that the enabling software contains sample code, you have the additional right to make derivative works of the sample code and use them consistent with this grant. The enabling software is provided subject to the SLA, if any, as a component of the Cloud Service, and is subject to the applicable license agreement(s).

8. Additional Information

8.1 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.

8.2 No Personal Health Information

The Cloud Service is not designed to comply with HIPAA and may not be used for the transmission or storage of any Personal Health Information.

8.3 Cookies

You are aware and agree that IBM may, as part of the normal operation and support of the Cloud Service, collect personal information from you (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 you. You confirm that you 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 your employees and contractors to access, update, correct or delete their collected personal information.