

## Service Description

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### IBM Watson Marketing Insights

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

The Cloud Service uses configurable advanced analytics algorithms to analyze Client's customers to provide understanding of customer behaviors and enable Client to take prioritized action for target customer segments.

Client must subscribe to at least one of the following editions of the Cloud Service.

##### 1.1 IBM Watson Marketing Insights Essentials Edition

IBM Watson Marketing Insights Essentials Edition delivers the Instance of the Cloud Service and includes entitlements to 25,000 Entity IDs.

- Identify changes to level of engagement of customers and take prioritized action;
- Generate target audiences for unique campaigns;
- Reveal behaviorally based segments using cognitive analytics; and
- Enable Client to act on target audiences with one-click publishing, including to IBM Watson Campaign Automation (IBM Watson Campaign Automation available as a separate entitlement), or by exporting audiences for use in third-party platforms.

##### 1.2 IBM Watson Marketing Insights Standard Edition

IBM Watson Marketing Insights Standard Edition delivers the Instance of the Cloud Service and includes entitlements to 250,000 Entity IDs.

The Standard Edition includes all the capabilities of the Essentials, plus the following:

- Identify customers likely to end relationship with Client based on historical data and context; and
- Use predictive models to help quantify lifetime value of customer.

#### 1.3 Optional Services

##### 1.3.1 IBM Watson Marketing Insights Essentials Edition AddOn

This optional Cloud Service will increase Client's Entity ID entitlement by increments of 25,000 Entity IDs and can only be purchased as an add-on to IBM Watson Marketing Insights Essentials.

##### 1.3.2 IBM Watson Marketing Insights Standard Edition AddOn

This optional Cloud Service will increase Client's Entity ID entitlement by increments of 250,000 Entity IDs and can only be purchased as an add-on to IBM Watson Marketing Insights Standard.

#### 1.4 Set-Up Service Offerings

##### 1.4.1 IBM Watson Marketing Insights Onboarding Services for IBM Watson Campaign Automation

Watson Marketing Insights (WMI) Onboarding provides up to 7 hours of remote services for implementing Watson Marketing Insights for use with Watson Campaign Automation. Use of the remote service hours are limited to best WMI practice guidance, WMI setup guidance, and WMI product consulting. This service is intended for Watson Campaign Automation clients who are adding Watson Marketing Insights Standard to their Watson Marketing Customer Engagement portfolio.

#### 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. Client acknowledges that i) IBM may modify the Data Sheet from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to the Data Sheet 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 the Data Sheet will materially degrade the security of a Cloud Service. The following Data Sheet(s) apply to the Cloud Service and its available options.

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

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=AF5D37F0DC9411E494CC78C5932B0954>

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) applies and is 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 for this Cloud Service will serve as the DPA Exhibit.

### **3. Technical Support**

Technical support for the Cloud Service is provided via an online problem reporting system. IBM's software as a service support guide available at [https://www-01.ibm.com/software/support/saas\\_support\\_guide.html](https://www-01.ibm.com/software/support/saas_support_guide.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.

## **4. Entitlement and Billing Information**

### **4.1 Charge Metrics**

The Cloud Service is available under the charge metric specified in the 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.
- 25,000 Entity IDs is a unit of measure by which the Cloud Service can be obtained. An Entity ID is a unique identifier for any entity represented within the Cloud Service. Sufficient entitlements must be obtained to cover the number of Entity IDs, rounded up to the nearest Twenty-Five Thousand (25,000), identified in the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- 250,000 Entity IDs is a unit of measure by which the Cloud Service can be obtained. An Entity ID is a unique identifier for any entity represented within the Cloud Service. Sufficient entitlements must be obtained to cover the number of Entity IDs, rounded up to the nearest Two-Hundred and Fifty Thousand (250,000), identified in the Cloud Service during the measurement period specified in Client's PoE or 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.

### **4.2 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.

Where Client has purchased at least one entitlement to IBM Watson Marketing Insights Standard Edition AddOn or IBM Watson Marketing Insights Essentials Edition AddOn, Client will be billed at the overage charge applicable to that optional service.

#### **4.3 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.

### **5. 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. 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.

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.

### **6. Additional Terms**

#### **6.1 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.

#### **6.2 Use of Client Content by IBM for Cognitive Analytics**

IBM may use Client's content and data that Client provides to the Cloud Service for the purpose of IBM's internal research, testing and development of improvements or enhancements to the Cloud Service or for the development of new services that provide a more tailored and meaningful experience for users. In doing so, IBM may compile and analyze, in aggregated and anonymized format, summary information reflecting the use of the Cloud Service by Client's authorized users, and may prepare reports, studies, analysis and other work product resulting from this compilation and analysis (collectively the "Compiled Data"). IBM retains ownership rights in and to the Compiled Data.

#### **6.3 Lawful Use of Cloud Service**

This Cloud Service provides outputs based on applying algorithms to data provided by Client without respect to whether the output recommendations are consistent with applicable laws or regulations including but not limited to consumer protection, privacy, and data protection. Client is responsible for legal compliance when acting upon the Cloud Service output.