IBM Trusteer Rapport

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

IBM Trusteer Rapport is an advanced endpoint protection solution designed to protect users from malware and phishing attacks.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Trusteer Rapport for Retail and/or IBM Trusteer Rapport for Business ("Trusteer Rapport")

Trusteer Rapport provides a layer of protection against phishing and Man-in-the-Browser (MitB) malware attacks. Using a network of tens of millions of endpoints across the globe, IBM Trusteer Rapport collects intelligence on active phishing and malware attacks against organizations worldwide. IBM Trusteer Rapport applies behavioral algorithms aimed to block phishing attacks and to prevent the installation and the operation of MitB malware strains.

This Cloud Service has an Eligible Participant charge metric. The Business offering is sold in packs of 10 Eligible Participants. The Retail offering is sold in packs of 100 Eligible Participants.

This Cloud Service offering includes:

a. Trusteer Management Application ("TMA"):

The TMA is made available on the IBM Trusteer cloud-hosted environment, through which the Client (and unlimited number of its authorized personnel) can: (i) view and download certain events data reporting and risk assessments, and (ii) view the configuration of the Account Holder Client Software (as defined below). Client may only market the Account Holder Client Software using the Trusteer Splash or Rapport API, and Client may not use the Account Holder Client Software for its internal business operations or for its employees' use (other than employees' personal use). For the purpose of this Service Description, the "Account Holder" means the end user of the Client, who has installed the client-enabling software, accepted the end user license agreement ("EULA"), and authenticated at least once with the Client's Retail or Business Application for which Client has subscribed to Cloud Services coverage. The "Account Holder Client Software" means the IBM Trusteer Rapport client-enabling software or, any other client-enabling software that is provided with some Cloud Services for installation on the end user's device. IBM Trusteer Pinpoint Detect and IBM Trusteer Pinpoint Verify are used as part of the TMA login. IBM may publicly identify Client on IBM's online support portals for purposes of enabling end users of Client to properly download and install the Account Holder Client Software that is available as part of the Cloud Service.

b. Web Script:

For access on a website for the purposes of accessing, testing or using the Cloud Service.

c. Events data:

The Client (and unlimited number of its authorized personnel) can use the TMA to receive events data generated from Account Holder Client Software as a result of Account Holders' online interactions with its Business or Retail Application for which Client has subscribed to Cloud Services coverage. Events data will be received from the Eligible Participants' Account Holder Client Software that is running on their devices, who have accepted the EULA, authenticated with the Client's Business or Retail Application at least once, and Client's configuration must include collection of User IDs.

d. Trusteer Splash:

The Trusteer Splash marketing platform identifies and markets the Account Holder Client Software to the Eligible Participants accessing Client's Business and/or Retail Applications for which Client has subscribed to Cloud Services coverage. The Client may select from available Splash

Templates. Customized splash may be contracted under a separate agreement or statement of work.

Client may choose to provide its trademarks, logos or icons for use in connection with the TMA, the Trusteer Splash, for display in the Account Holder Client Software and/or on the landing pages hosted by IBM on Client's behalf. IBM will use the trademarks, logos or icons solely in the contexts Client specifies.

Client must subscribe to the IBM Trusteer Rapport Mandatory Service Cloud Service if Client wishes to employ any type of mandatory deployment of the Account Holder Client Software.

Mandatory deployment of the Account Holder Client Software includes but is not limited to, any type of mandatory deployment by any mechanism or means which directly or indirectly compels an Eligible Participant to download the Account Holder Client Software, or any method, tool, procedure, agreement or mechanism, not created by or approved by IBM, created to bypass the licensing requirements of this mandatory deployment of the Account Holder Client Software.

1.2 Optional Services

Additional Cloud Services for IBM Trusteer Rapport

a. Additional Cloud Services available for IBM Trusteer Rapport II for Business:
   - IBM Trusteer Rapport Fraud Feeds for Business
   - IBM Trusteer Rapport Phishing Protection for Business
   - IBM Trusteer Rapport Mandatory Service for Business
   - IBM Trusteer Rapport Additional Applications for Business

b. Additional Cloud Services available for IBM Trusteer Rapport II for Retail:
   - IBM Trusteer Rapport Fraud Feeds for Retail
   - IBM Trusteer Rapport Phishing Protection for Retail
   - IBM Trusteer Rapport Mandatory Service for Retail
   - IBM Trusteer Rapport Additional Applications For Retail

For each of the Business and Retail add-ons to the IBM Trusteer Rapport Cloud Services, except for the IBM Trusteer Rapport Mandatory Service add-ons, there is an associated Premium Support product available for an additional charge.

Subscription to IBM Trusteer Rapport II for Business or IBM Trusteer Rapport II for Retail is a prerequisite to the associated additional Cloud Services listed in this section.

1.2.1 Optional Additional Cloud Services for IBM Trusteer Rapport II for Business and/or IBM Trusteer Rapport II for Retail

Subscription to IBM Trusteer Rapport II Cloud Services is a prerequisite to subscription to any of the following additional Cloud Services. If the Cloud Service is designated as "for Business", then the additional Cloud Services acquired must also be designated as "for Business". If the Cloud Service is designated as "for Retail", then the additional Cloud Services acquired must also be designated as "for Retail". Client will receive events data from Eligible Participants or Client Devices running the Account Holder Client Software who have accepted the EULA, authenticated with Client's Business and/or Retail Application(s) at least once, and Client's configuration must include collection of User IDs.

1.2.2 IBM Trusteer Rapport Fraud Feeds for Business and/or IBM Trusteer Rapport Fraud Feeds for Retail

When subscribing to this add-on Cloud Service, Client (and unlimited number of its authorized personnel) can use the TMA to view, subscribe, and configure the delivery of threat feeds generated from the Trusteer Rapport Cloud Service. Feeds can be sent by email to designated email addresses or through SFTP as text files.

This offering is applicable only under the Eligible Participant charge metric.

1.2.3 IBM Trusteer Rapport Phishing Protection for Business and/or IBM Trusteer Rapport Phishing Protection for Retail

Client (and unlimited number of its authorized personnel) can use the TMA to receive events data notifications relating to submission of Account Holder's login credentials to a suspected phishing or potentially fraudulent site. Legitimate online applications (URLs) may erroneously be flagged as phishing

sites and the Cloud Service may alert Account Holders that a legitimate site is a phishing site. In such event, Client must notify IBM of such error, and IBM shall correct the error. This shall be Client's sole remedy for such error.

This Cloud Service is entitled under the Eligible Participant charge metric or the Client Device charge metric. The Business offering is sold in packs of 10 Eligible Participants or 10 Client Devices. The Retail offering is sold in packs of 100 Eligible Participants or 100 Client Devices.

Premium support can be obtained for this cloud services, under the Eligible Participant charge metric or the Client Device charge metric. The Business offering is sold in packs of 10 Eligible Participants or 10 Client Devices. The Retail offering is sold in packs of 100 Eligible Participants or 100 Client Devices.

1.2.4 IBM Trusteer Rapport Mandatory Service for Business and/or IBM Trusteer Rapport Mandatory Service for Retail

Client may use an instance of the Trusteer Splash marketing platform to mandate the download of the Account Holder Client Software to Eligible Participants accessing Client's Business and/or Retail Applications for which Client has subscribed to Cloud Services coverage.

IBM Trusteer Rapport Premium Support for Business is a prerequisite to IBM Trusteer Rapport Mandatory Service for Business.

IBM Trusteer Rapport Premium Support for Retail is a prerequisite to IBM Trusteer Rapport Mandatory Service for Retail.

Client may implement the IBM Trusteer Rapport Mandatory Service additional functionality only if it was ordered and configured for use with Client's Retail or Business Application for which Client has subscribed to Cloud Services coverage.

This Cloud Service is entitled under the Eligible Participant charge metric. The Business offering is sold in packs of 10. The Retail offering is sold in packs of 100 Eligible Participants.

1.2.5 IBM Trusteer Rapport Additional Applications for Business and/or IBM Trusteer Rapport Additional Applications for Retail

For IBM Trusteer Rapport II for Business, deployment on any additional Business Application beyond the first Application requires entitlement to IBM Trusteer Rapport Additional Applications for Business Cloud Service. For IBM Trusteer Rapport II for Retail, deployment on any additional Retail Application beyond the first Application requires entitlement to IBM Trusteer Rapport Additional Applications for Retail Cloud Service.

1.3 Acceleration Services

1.3.1 IBM Trusteer Rapport Large Redeployment and/or IBM Trusteer Rapport Small Redeployment

Clients redeploying their online banking Applications during the term of the service and consequently, requiring changes to their deployment of IBM Trusteer Rapport II should purchase IBM Trusteer Rapport Redeployment Cloud Service.

Redeployment may be due to the Client changing the Application's domain or host URL, applying changes to the splash configuration, or moving to a new on-line banking platform.

For the redeployment transition period of 6 months the Client is entitled to additional Applications on a one to one basis running on top of the already subscribed Applications.

IBM Trusteer Rapport Large Redeployment applies to environments with more than 20,000 users, and IBM Trusteer Rapport Small Redeployment applies to environments with less than or equal to 20,000 users.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at http://ibm.com/dpa (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud 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. The DPA applies to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at http://ibm.com/dpa/dpl apply.

It is clarified that the Data Sheets generally list all locations where IBM (including any third party subprocessors) hosts and processes Personal Data, without regard to the data center from which the services are deployed. For a list of hosting and processing locations that are specific to the data center from which the services are deployed, see Section 5.2 below (Additional Processing Location Information).

https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1402483908375

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at https://www.ibm.com/support/home/pages/support-guide/.

Premium Support:

A Premium Support subscription is available for the Cloud Service at an additional charge and includes:

- 24x7 support for all severities.
- Clients can reach support directly via phone and callback request.
- Clients and their Eligible Participants can submit support tickets electronically, as detailed in the Software as a Service [SaaS] Support Handbook.
- Clients can access Client Support Portal for notifications, documents, case reports and FAQs at: http://www.ibm.com/software/security/trusteer/support/.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Engagement is a professional or training service related to the Cloud Services.
- Eligible Participant is an individual or entity eligible to participate in any service delivery program managed or tracked by the Cloud Services.
- Client Device is any device that requests or receives execution commands, procedures or applications from a server environment that accesses the Cloud Services.
- Application is a uniquely named software program developed by or made available to access or used by 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 EULA and Basis for Processing Data of Data Subjects

For IBM Trusteer Rapport Cloud Services (including Rapport Remediation or Rapport for Mitigation when deployed in connection with the Pinpoint Cloud Services): Unless otherwise agreed, and pursuant to the basis for processing that Client has independently established, Client authorizes IBM to provide the End User License Agreement available at https://trusteer.secure.force.com/PKB/articles/en_US/FAQ/RAPPORT-DATA-PRIVACY-NOTICE-AND-END-USER-LICENSE-AGREEMENT-EULA.

For IBM Trusteer Cloud Services, Client authorizes IBM, as the Sponsoring Enterprise's data processor, to use the Program to collect malware and malware artifacts, i.e., files related to malicious activity, or files related to unusual Program malfunction. IBM does not use the Program to target files with the end user's personal information; howerver, the files collected could contain personal data that has been obtained by the malware without the end user's permission. IBM will 1) promptly delete any files not relevant to such analysis, and 2) retain relevant files only for the duration of the analysis and in no event longer than three months.

5.2 Additional Processing Location Information

All hosting and processing of Personal Data, including by any third party subprocessors identified in the Data Sheet, will be conducted in the locations specified below:

For all services provided through the Germany data center, IBM will limit hosting and processing of Personal Data to the country of the IBM contracting entity and to the following countries: Germany, Israel, Ireland and The Netherlands.

For all services provided through the Japan data center, IBM will limit hosting and processing of Personal Data to the country of the IBM contracting entity and to the following countries: Japan, Israel and Ireland.

For all services provided through the U.S. data center, IBM will limit hosting and processing of Personal Data to the country of the IBM contracting entity and to the following countries: U.S., Israel, Ireland, Singapore and Australia.

In addition to the abovementioned locations, for all services provided through the Germany, Japan and U.S. data centers, support data may be hosted or processed in Germany and France by Salesforce.Com as a third party subprocessor of IBM.

IBM Trusteer support and account maintenance services may also be provided as needed, based on the availability of relevant IBM personnel, the location of the Client and the data center where the data is hosted.

5.3 Account Holder Data

For purposes of clarification, if there is more than one IBM customer affiliated with the Account Holder Client Software of a particular Account Holder (such IBM customers, "Affiliated Customers") and the services under this Service Description are provided by IBM to such Affiliated Customers through data centers in different regions, then the Account Holder's data may be processed in any and all locations associated with each such data center as specified in Section 5.2.

5.4 Integrated Solutions

For purposes of clarification, the various offerings under the Trusteer brand could constitute an integrated solution. Therefore, if Client terminates any of these Cloud Services, IBM may retain Client data for purposes of providing to Client the remaining Cloud Services under this Service Description as well as other Trusteer services pursuant to the service descriptions applicable to such other Trusteer services.

5.5 Enabling Software

The Cloud Service contains the following Enabling Software:

- IBM Rapport Agents

5.6 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

5.7 Data Collected as Part of Deployment

Deployment of the Cloud Service may entail Client providing certain data to IBM. Guidelines on data provided by Client to IBM as part of deployment are included in the Trusteer Deployment Guidelines to be provided to Client.

6. Overriding Terms

6.1 Data Use

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties: IBM will not use or disclose the results arising from Client's use of the Cloud Service that are unique to Client's Content (Insights) or that otherwise identify Client. IBM will however use Content and other information that result from Content (except for Insights) as part of the Cloud Service for the purpose of improving the Cloud Service. IBM may also share threat identifiers and other security information embedded in Content for threat detection and protection purposes.