IBM WATSON MARKETING SOFTWARE SUPPORT AGREEMENT

This is agreement is governed by the PSC Master Services Agreement (MSA) (named "201711 Master Services Agreement") found at:

http://www.purplesquareconsulting.com/master-services-agreements.

Unless specified within this agreement all definitions and terms are as per the MSA.

BACKGROUND

    (A)   PSC is willing to provide support services regarding Client's use of the IBM Marketing Software.

    (B)   Client is willing to purchase such services from PSC in accordance with the terms of this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1.   DEFINITIONS

1.1   All capitalised words in this Agreement shall have the same meaning as in the MSA, unless such words are defined for the first time in this Agreement, or the application or definition in the Framework Agreement is specifically stated not to apply to this Agreement.

1.2   The following additional defined terms are used in this Agreement:

"Charges"	means the monthly fee charged by PSC for the provision of services
"Effective Date"	means the date upon which the support services will commence. This is specified in the transaction document.
"Term"	has the meaning set out in clause 2.1.
"Initial Term"	means the minimum committed number of months the support service will be provided
"Services"	has the meaning set out in clause 3.
"Transaction Document"	stipulates any modified or specific terms, schedule and charges for a Client. A sample of this Transaction Document (named "20171126 IBM Watson Marketing Software Support Transaction Document (SAMPLE)") can be found at;

http://www.purplesquareconsulting.com/master-services-agreements.

2. TERM, TERMINATION AND RENEWAL

2.1 This Agreement shall commence on the Effective Date and shall continue until the completion of the Initial Term, unless extended in writing by both parties (the **Term**).

2.2 Neither party may terminate this agreement before the Initial Term except in the case of material breach of this agreement or under the terms of clause 2.3

2.3 This agreement will be reviewed three (3) months prior to termination and, if required, renewal and extension terms agreed

3. DESCRIPTION OF SERVICES

3.1 PSC will provide remote IBM Marketing Solutions Application Support services to Client. This service will aim to provide the client with a robust and stable platform and to mitigate the risks and business impact of system issues.

    3.1.1 Where IBM application defects are identified, PSC will endeavour to provide an appropriate workaround until the defect is resolved, although this cannot be guaranteed. The Client will apply any patches or fix packs to resolve product defects in a timely manner as guided by PSC or IBM.

    3.1.2 Where configuration or user difficulties are experienced, PSC will provide appropriate guidance, recommendations or apply changes as defined within the service scope.

        (A) Client will apply any recommended configuration or procedure changes in a timely manner as guided by PSC or IBM where this is not included in the service level provided.

3.2 Service Definition:

Please refer to Appendix 1 for a full description of these activities and service levels

Service	Basic	Advanced	Advanced+
Issue Management			
Response time SLA	●	●	●
Application technical support	●	●	●
Root cause analysis	●	●	●
Manage IBM PMR process	●	●	●
Escalation through IBM channels	●	●	●
Application user questions	○	●	●
Supported hours	09:00-17:00 (GMT)	07:00-19:00 (GMT)	07:00-19:00 (GMT)
Supported days	Monday to Friday	Monday to Sunday	Monday to Sunday
Support channels			
Web portal	●	●	●
Email	●	●	●
Telephone	○	●	●
Review and reporting			
Onboarding review	●	●	●

Monthly status reporting	●	●	●
Quarterly service review	○	●	●
Annual application audit	○	○	●
Pro-activity			
Application monitoring	○	●	●
Best-practice tips & techniques	○	●	●
IBM issue/patch notifications	○	●	●
Application housekeeping	○	○	●
Software patching	○	○	●
Other			
Transition of new application	●	●	●
Consulting days included	0	12	24

● Included in tier
○ Excluded from tier

3.3 Excluded from Support Services

The following are explicitly excluded from PSC's contracted Support Services, however some may be appropriate to deliver as part of a separate Implementation, Learning or Consulting services engagement.

Service	Description
Assessment of new hardware or software	Review, validation or approval of new application environment hardware or software components or upgrades.
Enabling for enhanced functionality	Integration, configuration or training related to new or enhanced functionality over and above that covered by 'Application user questions'.
IBM software licencing	Subscription or enterprise licencing of IBM SaaS or on-premise solutions.
IBM software upgrades	Upgrades at the 'modification level' or above, e.g. 9.1.2 or 10.0.1. These may require associated upgrades to operating systems, database platforms or hardware and often necessitate a more significant investment in effort for end client resources (e.g. IT, project management, user acceptance testing etc.).
IBM solution deployment	Implementation activities such as installation, integration and configuration of any IBM solutions.
Management of the server infrastructure	This includes application server operating system and database platform software as well as server management tools such as virus scanners, encryption programs, file compression and FTP utilities. As with network and desktop infrastructure, responsibility for maintenance of these components remains with the client.
Procurement or provisioning of new hardware or software	Obtaining/licencing and provisioning/deployment of new application environment hardware or software components.
Professional Services Consulting	All consulting engagements outside of the fixed number of included consulting days.

Testing	Integration, performance, system or user testing of IBM or non-IBM software or hardware components.
Training	Administrator or User training such as standard classroom courses, custom learning programmes or desk-side coaching.

3.4   This service is provided as a remote service

3.5   Service reviews with the PSC Support Manager will be held on the following basis:

3.5.1   Monthly conference call

3.5.2   Quarterly on-site review meetings

4.   DELIVERABLES

4.1   PSC will provide monthly status reports, highlighting the status of current and recently closed tickets.

5.   PERFORMANCE STANDARDS

5.1   The following table describes the service level definitions and criteria. It is not necessary (nor is it likely) to have perfect match of each characteristic to categorise a problem report at a severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The Client requestor determines the initial severity rating for the report. PSC Support may then negotiate with Client to modify this severity after the report is elevated to them.

Severity 1 (P1 Urgent)	Severity 2 (P2 High)	Severity 3 (P2 Normal)	Severity 4 (P4 Low)
Business and financial exposure			
The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.
Work Outage			
The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform some small portion of their job, but they are still able to complete most other tasks.	The application failure causes the client to be unable to perform a minor portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.

Number of Clients Affected			
The application failure affects a large number of users.	The application failure affects a large number of users.	The application failure affects a small number of users.	The application failure may only affect one or two users.
Workaround [This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			
Within thirty service operating minutes.	Within four service operating hours.	Within eight service operating hours	Within twelve service operating hours

6. SLA SERVICE CREDITS

6.1   The following table describes the fee reductions applicable in case of failure to meet SLA. Response times are measured using the PSC's support ticketing system, which tracks all issues from initial reporting to resolution. It is vital that Client raises every issue via this system. If an issue is not raised in this way, the guaranteed response time does not apply to that issue.

If the supplier fails to meet a guaranteed response, a penalty will be applied in the form of a credit for the client. This means the following month's fee payable by the client will be reduced on a sliding scale. The level of penalty will be calculated depending on the number of hours by which the supplier missed the response time, minus the downtime permitted by the SLA.

Priority Level	Penalty to total monthly fee per hour of failure (pro-rated to nearest minute)
P1	3%
P2	2%
P3	1%

For example, if the supplier fails to respond to a P1 issue until 120 minutes (2 hours) after the P1 SLA response time of 30 minutes (i.e. 150 minutes after the P1 issue is first raised) then a service credit of 6% will be applied in the following month

6.2   Response time penalties are capped at 15% of the total monthly fee in any month.

6.3   Response times are measured during contracted service operating hours. Therefore, we recommend that any P1 or P2 support tickets raised at or near the end of the operating day are immediately followed up with a Telephone call.

7. CLIENT OBLIGATIONS

7.1   Client shall provide PSC with/have the general responsibility of:

   7.1.1   Client users, clients, and/or suppliers using the applications stated in the Statement of Work will use the appropriate help desk to request support;

   7.1.2   Client will provide PSC with remote environment access and licensing to its production and development application systems as appropriate.

   7.1.3   Client will use their own appropriate support group to provide level 1 server, network, firewall, database and infrastructure support services.

   7.1.4   Client will provide all information required to open a support request.

   7.1.5   Client will assign severity codes adhering to the correct usage of these codes as defined in PSC's case management process.

   7.1.6   Once a support request has been submitted, Client will make themselves available to work with the PSC support resource assigned to the support request.

   7.1.7   Client will provide all the necessary and requested documentation, information, and knowledge capital to PSC prior to the start of support of a new application.

8. PSC OBLIGATIONS

8.1   PSC shall provide Client with/have the general responsibility of:

   8.1.1   PSC will log all information from Client required to establish contact information, document the nature of the problem and Client's hardware/network environment (as applicable).

   8.1.2   PSC will attempt to resolve problems within the first engagement following acknowledgement of the problem ticket.

   8.1.3   PSC will escalate support request to next level of internal support within PSC upon approach of established response targets.

   8.1.4   PSC will obtain Client's approval before ticket closure.

   8.1.5   PSC will be the interface on behalf of the client to IBM as appropriate.

9. CHARGES AND PAYMENT

9.1   Charges for the service level are defined within the Transaction Document.

9.2   Invoices will be raised by PSC on the final day of each month for services delivered in that month

9.3   Penalty deductions will be applied in the month following

9.4   Client agree to pay invoices within 30 days of invoice submission

10. TIMESCALES FOR ONBOARDING

10.1 Upon commercial agreement, the following on-boarding activities and schedule be performed prior to services commencing. During this on-boarding period, support will be provided on a best endeavours basis and SLA's will not be applicable.

10.2 This on-boarding period may take up to 6 weeks to complete.

10.3 The on-boarding process will include the following activities;

10.3.1 Support Kick off

10.3.2 Environment Review (Architecture Review, Operating System and Database Versions, IBM Application versions)

10.3.3 Functional Design Document Review (if available)

10.3.4 Technical Design Document Review (if available)

10.3.5 System Access Configuration (VPN access, application logins)

10.3.6 Client IBM PMR Access (requires IBM Site Administrator contacts)

10.3.7 Helpdesk Access configuration and on-boarding (Organisation and Users)

10.4 Full SLA service terms and invoicing will commence immediately upon completion of the on-boarding activities.

11. KEY PERSONNEL

The following roles and contacts will be defined within the Transaction Document

11.1 **Client Key Personnel**

Role
Commercial Contact
Finance Contact
Support Contact
Networks & Infrastructure
Database
Client Senior User
Client Business Senior Unit Manager
Client Business Unit Director

11.2 **PSC Key Personnel**

Role
Commercial Contact
Finance Contact
Support Manager
Business Unit Director

12. GOVERNANCE AND ESCALATION

12.1 Monthly reviews will be held with the PSC Support Practice Lead to review current support request status

12.2 Escalation procedure

Escalation level	Timeframe for Resolution	PSC	Client
Level 1	7 days from the date of the Dispute Notice.	Support Services Manager	Client Senior User
Level 2	7 days from the date of escalation to Level 2 (following a failure to resolve the Dispute at Level 1).	Business Unit Director	Client Business Unit Senior Manager
Level 3	14 days from the date of escalation to Level 3 (following a failure to resolve the Dispute at Level 2).	Managing Director	Client Business Unit Director

13. ADDITIONAL WARRANTIES/OBLIGATIONS

13.1 PSC warrants that it performs each PSC Service using reasonable care and skill and according to the current description (including any completion criteria) contained in this AGREEMENT. Client agrees to provide timely written notice of any failure to comply with this warranty so that PSC can take corrective action.

13.2 Items Not Covered by Warranty:

13.2.1 PSC does not warrant uninterrupted or error-free operation of any Application or Service.

13.2.2 Unless otherwise specified PSC provides Materials, non-PSC products and non-PSC Services without warranties of any kind. However, non-PSC manufacturers, developers, suppliers, or publishers may provide their own warranties to Client.

Appendix 1 – Service Descriptions

Issue Management	
Response time SLA	New client tickets will be responded to within an agreed timeframe, aligned with priority based on business impact.
Application technical support	Re-active technical support for in-scope IBM solutions. PSC Support Services will assist the client with diagnosing issues and working toward resolution or workaround.
Root cause analysis	Every attempt will be made to identify and address the underlying causes of symptoms that present themselves. Wherever possible, the aim is to implement changes that prevent or mitigate the risk of the issue recurring.
Manage IBM PMR process	Where a 'customer relationship' has been established (within the IBM Support Portal) between PSC and the client, PSC may raise and progress IBM service requests direct with IBM on the client's behalf. In this case, PSC Support is considered Level 1 and IBM as Level 2. Note that tickets raised on behalf of clients by PSC with IBM, are dealt with directly by IBM's Level 2 support team.
Escalation through IBM channels	Due to our longstanding relationship with and accreditation by IBM, PSC's Support team benefit from regular meetings with IBM's Senior Manager, Watson Marketing Support. This forum is to enable appropriate escalation and expediting of client issues, enhancement and exception requests. In addition, PSC maintain strong relationships with IBM Offering Management, participating in sponsor user programmes, proof-of-concept exercises and roadmap discussions.
Application user questions	Re-active support for end-user questions relating to business-as-usual usage of the in-scope IBM solutions. Questions may be related to unexpected solution behaviour, unfamiliar functionality or guidance on best-practice.
Supported hours	New tickets raised within the supported hours will be responded to within the response time SLA. New tickets raised or updates to existing tickets, outside of supported hours will not progressed until the supported hours on the next (supported) day.
Supported days	New tickets raised on supported days will be responded to within the response time SLA. New tickets raised or updates to existing tickets, outside of supported days will not progressed until the next supported day.
Support channels	
Web portal	Named and authorised client contacts may raise new, update existing and access historical tickets, for their client organisation only, via a cloud-based customer service platform.
Email	Named and authorised client contacts may raise new tickets, for their client organisation only, via a dedicated support email address.
Telephone	Named and authorised client contacts may raise new and provide updates to existing tickets, for their client organisation only, via a dedicated support phone number.

Review and reporting	
Onboarding review	New clients are guided through an onboarding activity to gather relevant infrastructure and business information; establish system access; provision support portal users and communicate support process.
Monthly status reporting	Designated client contacts will be emailed a monthly report providing insights into recent ticket activity and backlog.
Quarterly service review	Held onsite, via conference call or online meeting, this review covers all aspects of the support service, including ticket activity and backlog and achievement against SLA. The review is also, an opportunity to discuss upcoming client initiatives, events, or deployments that may affect the support service and to highlight any escalations or recommendations. A Service Review Report will be provided to IT and business attendees in advance of each review and minutes distributed afterwards detailing any decisions and actions.
Annual application audit	This audit will gather and report on infrastructure, application configuration and usage. Resulting information can be used to validate that an appropriate level of infrastructure, solution capability and business enablement is in place.
Pro-activity	
Application monitoring	A series of monitoring scripts are deployed on supported *production* application servers to test for factors known to result in poor performance, instability or outage of solutions. These include free hard drive space; CPU usage, and application availability, e.g. deployed web applications and Campaign Listener process/service. Application monitoring is not provided for non-production environments.
Best-practice tips & techniques	Advice and guidance on best-practice administration, configuration and usage of the supported IBM solutions, is provided via online knowledgebase and regular email communication.
IBM issue/patch notifications	Providing relevant context and recommendations related to customer communications from IBM such as product notifications, technotes (FAQs), interim fixes and fix pack releases, cloud system and maintenance alerts.
Application housekeeping	A series of housekeeping scripts are deployed on supported *production* application servers for best-practice maintenance of the application environment. This includes utilising standard solution utilities to delete ageing 'temporary files and tables'. Application housekeeping is not provided for non-production environments.
Software patching	For in-scope IBM Marketing Software solutions (i.e. on-premise applications) PSC Support will carry out deployment of 'interim fix' and 'fix patch' releases. These deployments will be agreed and scheduled in advance and carried out in accordance with the client's software release procedures. Software patching is limited to a total of three (3) environments, i.e. *production* plus up to two (2) test/development environments.

Other	
Transition of new application	If/when a client purchases/deploys new in-scope IBM solutions to production, PSC Support will carry out the necessary activities to include that solution in the client's support processes at no additional charge.
Consulting days included (pa)	Included consulting days may be utilised as required by the client, e.g. installation/upgrade/integration tasks, desk-side coaching. Days to be scheduled in advance and delivered by consultants from PSC's Professional Service teams. Included days to be delivered within the subscription year and un-used days cannot be carried over to the next subscription year. The number of consulting days is provided per *production* environment included in the PSC Support Services contract. For example, if a client contracts for two production environments at the Advanced+ tier, they will have 48 consulting days available to use within the subscription year.

Appendix B – IBM Marketing Solutions Software modules

The following modules are considered part of the IBM Marketing Solutions. This list is subject to change without notice depending on IBM's introduction or removal of supported products

- IBM Marketing Platform
- IBM Campaign
- IBM Interact
- IBM Contact Optimization
- IBM Marketing Operations

The following components are supported only in the context of their use for the above IBM Marketing Solutions Software modules:

- IBM Cognos
- IBM Websphere