

Service Description

MIBB Trusteer Services ("MIBB ELS")

Upon acceptance of Client's order, this Service Description applies to the Acceleration Services to support Client's Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Acceleration Service

The Client may select the MIBB Trusteer Remotely Delivered Service or MIBB Trusteer Ongoing Managed Services, which are available as add-ons for the Pinpoint Detect, Pinpoint Assure, Pinpoint Malware Detection, Pinpoint Verify, Mobile and Rapport Cloud Services.

1.1 Services

1.1.1 MIBB Expert Labs Build Trusteer Advanced Fraud Solution

This service provides up to 50 hours of remotely delivered services during which MIBB will perform some or all of the following in support of initial deployment or large project implementation initiatives:

Integration Project Management, System Configuration and Solution Architecture Consulting

- a. Integration project management: Kickoff and periodic meetings
- b. System configuration and testing
- c. Guidance to the customer team on integration
- d. Reporting on project progress
- e. Testing
- f. Enhancements
- g. For Mobile SOK: Guidance and assistance to programmers in using the SOK

Fraud Analytics Services

- a. Policy setup and tuning
- b. Research and revision of policies
- c. Case investigation
- d. Periodic meetings
- e. Workshops

The offering is available to be purchased by Engagement

1.1.2 MIBB Expert Labs Perform Trusteer Advanced Fraud Services

This service provides up to 50 hours of remotely delivered services during which MIBB will perform some or all of the following in support of on-going deployment maintenance:

Integration Project Management, System Configuration and Solution Architecture Consulting

- a. Integration project management: Kickoff and periodic meetings
- b. System configuration and testing
- c. Guidance to the customer team on integration
- d. Reporting on project progress
- e. Testing
- f. Enhancements
- g. For Mobile SOK: Guidance and assistance to programmers in using the SOK

Fraud Analytics Services

- Policy setup and tuning
- b. Research and revision of policies
- c. Case investigation
- d. Periodic meetings
- e. Workshops

The offering is available to be purchased by Engagement.

2. Data Processing and Protection Data Sheets

No applicable Data Sheet for this Service Description.

Personal Data Processing

- a. This Service is not intended for the processing of personal data. Client is responsible to ensure that no personal data will be provided to MIBB for processing on behalf of Client.
- b. In the event of a change, Client will notify MIBB in writing and MIBB's Data Privacy Notice will apply to MIBB's processing of personal data on behalf of Client.

3. Service Levels and Technical Support

No Service Level Agreement or Technical Support is available for this Service Description.

4. Entitlement and Billing Information

4.1 Charge Metrics

The Acceleration Service is available under the charge metric specified in the Transaction Document:

Engagement is a professional or training service related to the Cloud Services.

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 Materials

Materials created by MIBB in the performance of these offerings and delivered to Client (excluding any preexisting works on which those materials may be based) are works made for hire, to the extent permitted under applicable law, and are owned by Client. Client grants to MIBB an irrevocable, perpetual, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on those materials.

6. IBM Requirements

The Client acknowledges and agrees that:

- a. the MIBB ELS provided under this Agreement are for Client's internal use only and may not be remarketed, resold, or otherwise distributed;
- b. IBM shall have the right to enforce any obligations, rights, and licenses granted under this Agreement to the extent applicable;
- c. Client's sole and exclusive remedy for any claims, losses, or damages arising from or related to the MIBB ELS shall be against MIBB only, and not IBM; and
- d. no obligation or liability shall be imposed on IBM under this Agreement unless IBM has expressly consented to such obligation or liability in writing.