

Service Description

IBM Watson Analytics

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

1.1 IBM Watson Analytics

IBM Watson Analytics delivers a unified analytics experience on the cloud and helps users focus on the drivers that impact their business. By automating the steps of data access and predictive analysis, the Cloud Service identifies and explains hidden patterns and relationships to accelerate understanding of why things happened.

The Cloud Service offering includes the following capabilities:

- Engaging User Experience – presentation of data and insights in a format which allows users to understand and interact with their data.
- Data Discovery – visually explore and interact with data to find patterns and derive insights.
- Guided Analytic Discovery – embedded predictive analytics that automatically performs statistical correlations and key driver analysis.
- Natural Language Dialogue – interact with data through a keyword-driven English language interface using familiar business terms.
- Data Access – automatically accesses and then uniquely scores the readiness of Client's data for analysis, highlighting potential data issues that could compromise results.

1.2 Freemium Tier Access

The Cloud Service allows users to access the service at no cost ("Freemium tier") subject to the following use limitations:

- For the first 30 days Client has access to the Freemium tier, Client is granted access to the capabilities of IBM Watson Analytics Professional as outlined below.
- Single user environment
- Load and analyze individual .xls, .xlsx or .csv files.
- Total storage of 1 MB where storage includes source files loaded into the cloud environment and content created within the application.
- Export objects as PDF only.

Clients wishing to exceed these use limitations must subscribe to Watson Analytics Plus Edition or Watson Analytics Professional Edition.

IBM may withdraw the Freemium tier on three months' notice. Clients may choose to subscribe to the IBM Watson Analytics Plus Edition or Watson Analytics Professional Edition.

1.3 IBM Watson Analytics Plus

IBM Watson Analytics Plus is a single-user environment that includes the following features and capacities:

- Load data from .xls, .xlsx or .csv files, supported cloud services or supported relational data base management systems (RDBMS), containing no more than 1,000,000 rows and 256 columns. Total Storage of 2 GB where data storage includes source files loaded into the cloud environment and content created within the application.
- Export to PPT file format.
- Infographics
- Templates
- Connections to: DropBox, Box, and Microsoft OneDrive

1.4 IBM Watson Analytics Professional

Watson Analytics Professional is a multi-user environment that includes all of the capabilities of Watson Analytics Plus as well as the following additional features and expanded capacities:

- Load data from .xls, .xlsx or .csv files, supported cloud services or supported relational data base management systems (RBDMS), containing no more than 10,000,000 rows and 500 columns.
- Total storage of 100 GB
- Single tenant where data storage includes source files loaded into the cloud environment and content created within the application.
- Connection to Cognos Analytics Reports

1.5 IBM Watson Analytics Professional Dedicated

Watson Analytics Dedicated is a multi-user cloud environment that includes all of the capabilities of IBM Watson Analytics Professional as well as the following additional features and expanded capacities:

- Single Tenant with data storage including source files loaded into the cloud environment and content created within the application.
- Dedicated environment

1.6 Optional Services

1.6.1 IBM Watson Analytics Plus Storage Add-on

Available as an add-on to a monthly subscription of IBM Watson Analytics Plus, each subscription entitlement to this Cloud Service provides an additional 10 GB of storage for user created content, beyond the maximum defined in the contracted tier.

1.6.2 IBM Watson Analytics Multiple User Storage Add-on

Available as an add-on to a monthly subscription of IBM Watson Analytics Professional and Professional Dedicated, each subscription entitlement to this Cloud Service provides an additional 50 GB of storage for user created content, beyond the maximum defined in the contracted tier.

1.7 Setup Services

1.7.1 IBM Watson Analytics Jump Start

This set-up service provides up to 50 hours of remote consulting time for startup activities including (1) assistance with use cases, (2) coaching on proven practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading, and (4) other administrative and configuration topics of interest (collectively, "startup activities"). This remotely delivered set-up service is purchased per Engagement, and expires 90 days from the date of purchase of entitlement, as specified in Client's Proof of Entitlement, regardless of whether all hours have been used.

1.7.2 IBM Watson Analytics Jump Start 25 Hours

This set-up service provides up to 25 hours of remote consulting time for startup activities including (1) assistance with use cases, (2) coaching on proven practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading, and (4) other administrative and configuration topics of interest (collectively, "startup activities"). This remotely delivered set-up service is purchased per Engagement, and expires 90 days from the date of purchase of entitlement, as specified in Client's Proof of Entitlement, regardless of whether all hours have been used.

1.7.3 IBM Watson Analytics Accelerator

This set-up service provides up to 50 hours of remote consulting time to be used for performing activities including (1) assistance with use cases, including data movement use cases in support of a one-time, point in time, data movement (2) coaching on proven practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading (including setup of source and target environments and data movement as defined in data movement use case) and (4) other administrative and configuration topics of interest (collectively, "Activities"). This remotely delivered set-up service is purchased per Engagement and expires 12 months from the date of purchase of entitlement or on the last day of the initial Cloud Service subscription term, whichever is earliest, regardless of whether all hours have been used.

1.8 Beta Functions in Watson Analytics

Beta Functions provided with the Cloud Service are not part of the Cloud Service. Beta Functions are provided under the same terms as the Cloud Service, except as provided below. Some or all of the Beta Functions may not be made generally available by IBM as or in a product or offering. Client is permitted to use Beta Functions only for internal use for evaluation purposes and not for use in a production environment. Client may use the Beta Functions until IBM withdraws them or terminates access to it. IBM provides the Beta Functions without obligation of support and "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Client should take precautions to avoid any loss of data that might result when the Beta Functions can no longer be used.

Client agrees IBM may use all feedback and suggestions Client provides.

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. IBM will update Data Sheets as required when changes are made to the Cloud Service. 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. The following Data Sheet(s), as may be modified by IBM, 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=1380659608292>

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) and DPA Exhibit(s) apply and are 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(s) for this Cloud Service will serve as the DPA Exhibit(s).

3. Service Level Agreement

IBM provides the following availability service level agreement ("SLA") for the Cloud Service as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within 3 business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable

compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

3.2 Service Levels

Availability of the Cloud Service during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 99.9%	2%
Less than 99%	5%
Less than 95%	10%

* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the Cloud Service in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month minus the total number of minutes of Downtime in a contracted month divided by the total number of minutes in the contracted month.

4. Technical Support

Technical support for the Cloud Service is provided via email, online forums, and 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 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.

5. Entitlement and Billing Information

5.1 Charge Metrics

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

- **Authorized User** is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- **Gigabyte** is a unit of measure by which the Cloud Service can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the number of Gigabytes hosted in the Cloud Service at any point during the measurement period specified in Client's PoE or Transaction Document.

For purposes of this Cloud Service, Gigabytes are used to measure the uncompressed size of data sets loaded to the Cloud Service.

- **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.

5.2 Set-Up Charges

A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

5.3 Partial Month Charges

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

5.4 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.

6. 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.

7. Additional Terms

7.1 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.

7.2 Enabling Software

The Cloud Service requires the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service. Enabling software is provided "AS-IS".

7.3 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.

7.4 Datasets not taken into consideration

Where Client has a separate entitlement to Watson Analytics for Social Media, the number of rows and columns of Datasets loaded from IBM Watson Analytics for Social Media are not taken into consideration in determining the file size, but are counted against the total storage capacity limit for the applicable tier of Watson Analytics.

A Dataset is the output of the analysis generated by IBM Watson Analytics for Social Media.

7.5 Third Party Content (Data and Services)

The Cloud Service may contain links to or be used to access third party data services, databases, web services, software, or other third party content (all, "content"). Access to this content is provided "AS-IS", WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Access can be terminated by the relevant third parties at their sole discretion at any time. Client may be required to enter into separate agreements with the third parties for the access to or use of such content. IBM is not a party to any such separate agreements and as an express condition of this Cloud Service Client agrees to comply with the terms of such separate agreements.