

Service Description

IBM Watson Talent 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

IBM Watson Talent Insights with 10 Users

IBM Watson Talent Insights is a talent analytics solution that helps enable users to quickly gain insight from their human resources data.

- Guided data discovery – the ability for users to select from a set of predefined talent questions to initiate analysis. The questions are based on the talent data templates that are utilized.
- Language – available in English.
- Access – Client receives a url with a username and password for each user to access Talent Insights. Clients who have purchased IBM Kenexa Talent Acquisition, will access Watson Talent Insights via a single sign on portal.
- Includes 10 users.
- Twitter content
- Client is responsible for maintaining any promises of data confidentiality made to employees when using IBM Watson Talent Insights.
- Maximum for drag and drop of load files to Talent Insights is up to 10,000,000 rows and 512 columns. The file size can be up to 4 GB. *It is recommended that users load files with fewer than 70 columns for optimal analytics experience.*

1.1 Optional Services

1.1.1 IBM Watson Talent Insights Additional User

IBM Watson Talent Insights Additional User is a subscription offering that provides additional Authorized User entitlements above the 10 users included in the base subscription.

1.1.2 IBM Watson Talent Insights Workforce Consulting Plus Engagement

IBM Watson Talent Insights Consulting Plus Engagement may be purchased as either a Set Up or On Demand Set-Up service and includes the assistance of a dedicated consultant to define and prioritize the business problem for analysis; discuss data needs and availability to support analysis of key business questions/hypotheses related to the business problem; conduct product training and provide guidance on using Explore, Predict and Assemble capabilities to drive insights. Neither data preparation nor data integration (including refresh/reload of data) services are included. Unless otherwise specifically noted, all services are delivered remotely, including the kickoff call. The Cloud Service is a single product with multiple named capabilities including Explore, Predict and Assemble.

- Explore capabilities leverage cognitive technology to discover and raise patterns and relationships in data and facilitate natural language interaction to generate customizable visualizations.
- Predict capabilities leverage sophisticated algorithms to deliver predictions based on starting target data fields.
- Assemble capabilities allow users to share what they have discovered and collected in Explore and Predict.

Definition of Phases:

a. Phase I – Business Problem Definition

- Remotely administered kickoff meeting
 - Client specific business problems are defined and prioritized through a collaboration of the Client and IBM dedicated consultant.

- Identification of Client's key business problem(s), strategic objective(s), and data interests for Talent Insights Explore and Predict and identification of a single area of analysis for the engagement.
 - Provide kickoff presentation and written summary outlining business problems/strategic objectives and single area of analysis for Explore and Predict are agreed upon that will be the focus for the engagement. Identification of preliminary HR Data Sources by IBM.
 - Data needs and availability review
 - Within the context of the priority use case, identify data needs and availability, including high-level definition of the outcome, how it's measured, unit of analysis, and possible input (predictor) variables and associated hypotheses.
 - Discuss data preparation and integration objectives and determine Client team member responsible for curating the data for the analysis.
 - Conduct a data playback session to review and validate data (using Refine and Explore/Assemble) with Client once data are prepared and loaded into IBM Watson Talent Insights.
 - Provide recommendations on variables and data structure for delivery by Client.
 - Provide recommendations on data structure for data delivery. This will be performed using pre-existing templates as a starting point where available and appropriate.
- b. Phase II – Analysis and Insights
- Sharing insights related to business problem/strategic objectives as identified in the kickoff.
 - Insights are based on use of Explore, Predict and Assemble capabilities.
 - Demonstration and sharing of best practices on Talent Insights to help the Client get the most out of the tool.
 - Includes demonstration and best practices for Predictive and Assemble capabilities.
 - Consultation and assistance in set up of Assemble dashboards and training on Assemble capabilities.
 - Consultation and assistance in design and set up of Predictive model related to business problem (where appropriate), along with in-depth training on Predict capability.
 - Weekly calls for 5 consecutive weeks with Talent Insights users and project team to discuss insights related to the business problem/strategic objective.
 - Provide analysis of questions relevant to identified business problem/strategic objective and summary of results in a presentation to be delivered to the Client, data reference guide describing the Client's data fields available in the tool, and training presentation to help the Client understand functionality specific to their business problem/strategic objective outlined.
- c. Phase III – Review and Wrap Up
- Executive presentation (remotely delivered) on analytics findings related to business problem.
 - Includes overview of business problem, methodology, and key research questions and hypotheses tested using Talent Insights.
 - Includes discussion of output from/in Explore, Predict, and/or Assemble capabilities, as appropriate to business problem.
 - Includes recommendations/next steps for the analysis.
 - Transition of Client to global support and details provided on how to purchase incremental services as necessary.
 - Provide executive presentation based on IBM Watson Talent Insight findings for the identified business problem and strategic objective focused on during the kick off call including guidance around appropriate/inappropriate interpretations of data, recommendations regarding potential actions, solutions and suggested next steps.

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. 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=1413344620721>

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. 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.

For bundled Cloud Services (individual Cloud Service offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled Cloud Service, and not the monthly subscription fee for each individual Cloud Service. Client may only submit claims relating to one individual Cloud Service in a bundle at a given time.

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.

Client may terminate the Cloud Service if the availability percentage falls below 95% for three months out of a twelve month subscription period, and IBM will refund pre-paid fees for which such Cloud Services have not yet been rendered.

4. Technical Support

Technical support for the Cloud Service is provided via email. More information about hours of availability, email addresses, maintenance windows, online problem reporting systems, and other technical support communication vehicles and processes is provided by the IBM implementation team during provisioning of the Cloud Service. Technical support is offered with the Cloud Service and is not available as a separate offering.

Severity	Severity Definition	Response Time Objectives During Support Hours
1	Critical business impact/service down: Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.	Within 1 business hour
2	Significant business impact: A service feature or function is severely restricted in its use or Client is in jeopardy of missing business deadlines.	Within 2 business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not presenting a critical impact on operations.	Within 1 business day
4	Minimal business impact: An inquiry or non-technical request.	Within 2 business days

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.
- 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.
- 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.

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.

An on-demand set-up charge, if ordered, will be billed at the rate specified in the Transaction Document for each setup service.

5.3 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.

5.4 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.

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 [program] failure could give rise to a material threat of death or serious personal injury.

7.2 Normative Data

Notwithstanding anything to the contrary, for normative research, analyses and reporting purposes only, IBM may retain and use the Client content provided to IBM under this TOU in aggregated, anonymous format (i.e., so that Client cannot be identified as the source of the confidential information and so that personally identifiable information allowing the identification of individual employees and/or applicants is removed). The provisions of this section will survive the termination or expiration of the transaction.

7.3 Twitter Content in Talent Insights powered by Watson Analytics

7.3.1 Definitions

- a. **Analysis Reports** – means the results or output created by Client's applications on the Cloud Service from the process of analyzing and deriving information from the Twitter Content. Such results may not contain Twitter Content, but may contain content that is duplicative to that in the Twitter Content, such as search terms and references to the subject matter of the Tweets.
- b. **Tweet ID** – means a unique identification number generated for each Tweet.
- c. **Tweets** – means a public posting with a text body of no more than 140 characters made by any end user of the Twitter service.
- d. **Twitter Content** – means Tweets, Tweet IDs, public Twitter end user profile information, and any other Twitter data and information made available to Client.

7.3.2 Use of Twitter Content

Client shall not be given any access to the raw Twitter Content. The Cloud Service provides a means for Client to select and use Twitter Content solely within the Cloud Service for the sole purpose of conducting analysis on the Twitter Content and producing Analysis Reports.

Twitter Content is neither owned nor controlled by IBM. Twitter Content may include materials that are illegal, inaccurate, misleading, indecent, or otherwise objectionable. IBM or its suppliers have no

obligation to review, filter, verify, edit or remove any Twitter Content. However, IBM or its suppliers may, at their sole discretion, do so. Client must utilize the functionality provided by IBM to promptly delete or modify any Twitter Content that may be stored on the Cloud Service. Client shall have a right to download and remove the Analysis Report from the Cloud Service.

7.3.3 Volume of Twitter Data

Clients are limited to the following:

- 50,000 Tweets per data set

7.3.4 Restrictions on Twitter Content

Client shall not:

- a. Use Twitter Content in violation of any applicable law including but not limited to privacy laws or for any unauthorized or improper purposes.
- b. Use Twitter Content provided as part of the Cloud Service to perform analysis on a small group of individuals or a single individual for any unlawful or discriminatory purpose.
- c. Use Twitter Content provided as part of the Cloud Service to perform analysis that will be included as a part of an advertising network.
- d. Use the Twitter Content to produce analysis that performs a regularly-produced, time-based series of measurements made using the same, or similar, methodologies for the purpose of comparing television program performance over time, or against a defined set or subset of other television programs.
- e. Use any aggregate Twitter user metrics, such as number of users or accounts, obtained while accessing and using the Twitter Content as part of the Cloud Service for any purpose.
- f. Use the Twitter Content for any other purpose except for the limited purpose allowed for in the Cloud Service.

7.3.5 Termination by IBM

Client's use of the Twitter Content shall cease upon termination of the Cloud Service.

Notwithstanding the foregoing, in addition to the rights of suspension and termination in the Agreement, IBM may cease providing access to the Twitter Content at any time without notice and without the obligation to provide Client a refund, credit, or other compensation.

7.3.6 Warranty and Indemnification Disclaimer for Twitter Content

NOTWITHSTANDING THE WARRANTY SET FORTH IN THE AGREEMENT, THE TWITTER CONTENT IS PROVIDED SOLELY "AS IS", "AS AVAILABLE" WITH ALL FAULTS, AND CLIENT'S USE OF THE TWITTER CONTENT IS AT ITS SOLE RISK. IBM DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THE TWITTER CONTENT. IBM DOES NOT WARRANT THAT THE ACCESS TO THE TWITTER CONTENT WILL BE UNINTERRUPTED, OR ERROR-FREE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CLIENT MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS SUCH LAW PROVIDES OTHERWISE). ANY OBLIGATION FOR IBM TO INDEMNIFY CLIENT UNDER THE AGREEMENT DOES NOT APPLY IN ANY WAY TO CLIENT'S ACCESS AND USE OF THE TWITTER CONTENT.

7.3.7 Government Use

The Twitter Content is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the Twitter Content by any government entity is prohibited, except as expressly permitted by the terms of this Agreement. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. If Client uses the Twitter Content in its official capacity as an employee or representative of a U.S., state or local government entity and Client is legally unable to accept the jurisdiction, venue or other clauses herein,

then those clauses do not apply to such entity, but only to the extent as required by applicable law. Contractor/manufacturer is Twitter, Inc. 1355 Market Street, Suite 900, San Francisco, California 94103.

7.4 Client Responsibilities

- The Client is responsible for maintaining any promises of data confidentiality made to employees when using IBM Watson Talent Insights.
- The Client will be required to assign user types in order to restrict user access to appropriate data.
- When optional consulting engagements are purchased the Client is responsible for providing appropriate technical and Human Resources (HR) subject matter expertise and resources to support the specification and delivery of data as well as for delivering data in a timely manner based upon the agreed upon project schedule. Delays in data delivery can impact the implementation of projects, overall project schedules and cost.
- When the Client confirms readiness to begin consulting engagements, services must be used within the defined period or will expire. This period for Basic engagements is 3 months. This period for Plus engagements is 4 months. Multiple engagements purchased at the same time do not need to kick off at the same time but after individual kickoffs have occurred the same period of expiration applies.
- After services have been completed or have expired the Client will be supported by global support. No ongoing support by the data or consulting team will be provided beyond the end of the services engagement. Where multi-year starter packages are purchased each consulting engagement will have a comparable kickoff and engagement period. Support between engagements in multi-year starter packages will be provided by global support.
- IBM Watson Talent Insights is expressly designed for HR analytics so non-HR data can only be brought into the tool to support HR analytics. It is the responsibility of the Client to adhere to guidelines regarding what data is appropriate to load.

7.5 Data Definitions

A Human Resources Data Source ("HR Data Source") **supported in service engagements** is limited by two criteria:

- a. Size – Individual files within a data source can be up to 100 columns, 2 million rows and 1GB of data. Size may not exceed any one of these criteria. Each data source can contain up to three related individual files from the same application. *While sizes up to 100 columns are supported, for the optimal experience, 70 columns or fewer is recommended.*
- b. HR application – A single data source is one extracted from a single HR application such as applicant tracking, recognition, learning management, compensation benchmarking, employee engagement survey, employee assessment or Human Resources Information Systems (HRIS). It may also include sources that are used in conjunction with HR data for HR analytics like Client Relationship Management systems (CRM) or financial data.

An HR application is defined as the original transactional system – even if the data is exported from a data warehouse. A single data source from a data warehouse must fit the same criteria as a single data source as defined above.

Data source delivery is supported by a data structure. This may be based upon an existing IBM Kenexa template or a custom format built by services. Custom formats must be developed utilizing consulting hours delivered as with add-on blocks of consulting engagements.