



## Service Description

### IBM Data Science Experience Enterprise

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

This Cloud Service is an integrated development environment offering a suite of tools and capabilities that is designed to assist data scientists to enhance their productivity.

This Cloud Service allows the Client to analyze data using RStudio and Jupyter notebooks in a configured, collaborative environment that includes Apache Spark.

RStudio is integrated in the offering and provides a development environment for working with R.

This Cloud Service provides Jupyter notebooks which are a web-based environment for interactive computing. The Client is able to run small pieces of code that processes data, and then view the results of that computation inside of the notebook.

This Cloud Service also includes Projects, which allow the Client to orient a team of collaborators around a set of notebooks, data sets, articles, and analysis work streams.

Each Instance includes 5 authorized users.

IBM Bluemix is a technical pre-requisite for utilizing the Data Science Experience Enterprise service. New users can register for access via the online registration form: <https://console.ng.bluemix.net/registration/>.

#### 1.1 Optional Services

##### 1.1.1 IBM Data Science Experience Enterprise Additional

This offering allows the Client to acquire additional Authorized User entitlements to expand what is included in IBM Data Science Experience Enterprise.

#### 2. Security Description

This Cloud Service follows IBM's data security and privacy principles for Cloud Services which are available at <http://www.ibm.com/cloud/data-security> and any additional terms provided in this section. Any change to IBM's data security and privacy principals will not degrade the security of the Cloud Service.

Client recognizes this Cloud Service does not offer features for the protection of content that contains personal data, sensitive personal data or data subject to additional regulatory requirements. If Client includes such data in its content, it instructs IBM to process such data in accordance with this Agreement after determining that the technical and organizational security measures are appropriate to the risks presented by the processing and the nature of the data to be protected. Client acknowledges that IBM has no knowledge of the types of data that have been included in the content, and cannot make an assessment as to the suitability of the Cloud Services or the security protections in place.

#### 3. Technical Support

Technical support for the Cloud Service is provided via online forums and an online problem reporting system which is available on the Client portal at <https://support.ibmcloud.com>. 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	<b>Critical business impact/service down:</b> 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 hour

Severity	Severity Definition	Response Time Objectives During Support Hours
2	<b>Significant business impact:</b> 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	<b>Minor business impact:</b> Indicates the service or functionality is usable and it is not presenting a critical impact on operations.	Within 4 business hours
4	<b>Minimal business impact:</b> An inquiry or non-technical request.	Within 1 business day

## 4. Entitlement and Billing Information

### 4.1 Charge Metrics

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

- a. **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.
- b. **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.

### 4.2 Partial Month Charges

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

## 5. 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.

## 6. Additional Terms

### 6.1 Beta Functions

Some functions, features or components of the Cloud Service are early release or preview technology, and may be identified within the Cloud Service as "Beta" ("Beta Functions"). These Beta Functions may be used as part of Client's permitted use of the Cloud Service, subject to the limitations and conditions of this section. Use of Beta Functions is at Client's own risk and provided without obligation of support of any kind. Beta Functions are provided "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. Beta Functions may not be made generally available by IBM as or in any product or offering. IBM may withdraw or terminate access to Beta Functions at any time, without notice. Client should take precautions to avoid any loss of data that might result when the Beta Functions can no longer be used. Any feedback or suggestions regarding the Beta

Functions provided by Client to IBM may be freely used, copied, modified, and incorporated in the development, distribution, deployment and sale of IBM's products and services.

## 6.2 Publisher Terms

Client may publish Content to the Cloud Service according to the following publisher terms:

- **Catalog Entry** – means the information about the Content that identifies the nature, use case, origin, terms of use, and other features of the Content, as specified by the Client in connection with the Content that the Client wishes to publish to the Cloud Service.
- **Content** – means, without limitation, data, software, code, text, images, templates, frameworks, associated materials, media and/or documentation published on the Cloud Service under this Agreement.
- **End User** – means a user who accesses or makes use of Content from the Cloud Service.
- **Publisher or Client** – means the person or entity that submits and publishes Content to the Cloud Service pursuant to this Agreement.

### 6.2.1 Publisher Contact Information

IBM may verify the contact information the Client submits when the Client registers as a user of Bluemix and we may use the contact information the Client provides to communicate with the Client about the Content that the Client publishes and to provide the Client with information about the Cloud Service. IBM reserves the right to suspend the Client's access and ability to publish to the Cloud Service if, in IBM's opinion, the Client is in violation of the terms of this Agreement.

### 6.2.2 Publication of Content

The Client agrees that the Content the Client publishes to the Cloud Service will be for purposes related to conducting or facilitating analytics.

The Client agrees to adhere to the following terms with respect to any Content the Client publishes to the Cloud Service:

- a. Do not publish Content that contains any information that is confidential to the Client or a third party.
- b. Do not publish Content that contains information that is proprietary to a third party without first having obtained their consent to do so.
- c. Do not publish Content, or include links from the Client's Content to Internet sites that contain, unlawful, defamatory, obscene, offensive, fraudulent or otherwise objectionable Content or activity.
- d. Do not publish Content that contains any personally identifiable information or Protected Health Information as defined under Health Insurance Portability and Accountability Act (HIPAA) or Health Information Technology for Economic and Clinical Health Act (HITECH).
- e. Do not publish any Content that is directed at children under the age of 13.
- f. Do not publish viruses, worms, defects, Trojan horses, corrupted files, or any other items of a destructive or deceptive nature.
- g. Do not publish Content, including but not limited to, photographs, images or graphics, that is protected by patent, trademark, copyright, trade secret, or other proprietary right of any party, unless the Client is the owner of such rights or have the permission of the owner to post such Content. If required by the third party owner, acknowledge their copyright or trademark to that portion of the Content.
- h. Do not publish Content that violates these terms or any applicable laws or regulations.
- i. Do not impersonate another person or otherwise misrepresent the Client or the source of any Content.
- j. Do not publish Content that falsely expresses or implies that such Content is sponsored or endorsed by IBM.

For each item of Content that the Client wishes to publish to the Cloud Service the Client will be required to complete a Catalog Entry.

IBM may review the Client's Catalog Entry and the Client's Content and reserves the right to require that the Client make modifications for it to remain published on the Cloud Service.

The Client understands and acknowledges that by publishing Content to the Cloud Service, the Client is granting End Users public access to the Client's Catalog Entry and access to the Client's Content subject to the terms for the Cloud Service for said Content.

The Client grants to IBM a non-exclusive, royalty-free license to display the Client's trademarks as logos ("Publisher Marks") as contained in the Client's Content or provided to IBM through the Cloud Service, in connection with the marketing and promotion of the Client's Content. The Client represents that the Client is the owner and/or authorized licensor of the Publisher Marks. As between the Client and IBM, all goodwill associated with the Publisher Marks will inure to the Client's benefit. IBM may reformat or resize Publisher Marks as necessary without altering the overall appearance of the Publisher Marks.

The Client agrees that all rights in and to patents, copyrights, trademarks, and all other intellectual property rights in the Cloud Service will remain with IBM and its suppliers.

### **6.2.3 License to End Users**

As between the Client and IBM, the Client is solely responsible for making the Client's Content available to End Users and for licensing or otherwise granting rights to the Client's Content. Such licenses will be between the Client and the End User directly and will not create any obligations or responsibilities of any kind for IBM.

The Client agrees that the license between the Client and the End User shall contain terms that, at a minimum, provide End Users (including IBM as the provider of the platform and as an End User) a non-exclusive, irrevocable, worldwide, royalty-free, copyright license to edit, copy, reproduce, publish, publicly display and/or perform, format, modify and/or make derivative works of, translate, re-arrange, sublicense and distribute the Content or any portions thereof, for both commercial and non-commercial purposes.

The Client is responsible for providing support to End Users for the Client's Content.

### **6.2.4 Warranty**

The Client represents and warrants that (a) The Client owns all of the Content (and have sufficient right, title and interest in and to the Content) or have obtained all written releases, authorizations and licenses from any other owners necessary to grant the licenses and other rights granted herein with respect to portion of the Content the Client do not own; (b) the Content does not infringe any copyright, patent, or other intellectual property right, privacy, or other right of any third party, nor has any claim of such infringement been threatened or asserted, and no such claim is pending, against the Client or against any entity from which the Client has obtained such rights; (c) the Content does not contain any viruses or harmful code; (d) the Content does not contain any information that is considered confidential or trade secret to the Client or any third party; and (e) if the Content is or becomes ineligible for public posting or for legal distribution the Client will immediately notify IBM at [xxhlq2ug@incoming.intercom.io](mailto:xxhlq2ug@incoming.intercom.io).

### **6.2.5 Indemnification**

The Client agrees to indemnify and hold IBM and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, (i) made by any third party due to or arising out of any Content the Client submits or publishes to the Cloud Service; (ii) the Client's violation of this Agreement; or (iii) the Client's violation of any rights of another.

As between IBM and the Client, it is the Client, not IBM who has full responsibility for the Client's Content. The Client acknowledges that the Client, not IBM, are liable for all claims arising out of the Client's Content or the use thereof, including but not limited to alleged violations of: (a) any party's legal or intellectual property rights; or (b) any statute, regulation or law of any country.

### **6.2.6 Limitation of Liability**

IBM IS NOT RESPONSIBLE FOR CONTENT PUBLISHED TO THE CLOUD SERVICE. THE PUBLISHER SHALL REMAIN SOLELY RESPONSIBLE FOR THE CONTENT THAT IT PUBLISHES.

IBM WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY PUBLICATION OF CONTENT TO THE CLOUD SERVICE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

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MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE CONTENT PUBLISHED ON THE CLOUD SERVICE. IBM IS NOT OBLIGATED TO PROVIDE TECHNICAL SUPPORT FOR THE CONTENT.

#### **6.2.7 Freedom of Action**

The Client understands and agrees that IBM has absolutely no obligation to use, post or keep posted the Content (or any portion thereof) at all or in any manner. IBM may, in its sole discretion, discontinue the Cloud Service, or limit, discontinue access or remove the Content from the Cloud Service for any reason without notice. The Client understands that IBM will not compensate the Client with respect to posting or use of the Content.

#### **6.3 Third Party 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. 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 Service Description, Client agrees to comply with the terms of such separate agreements if using such content.

#### **6.4 Use of Compiled Data**

IBM may monitor Client's use of 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 or to provide Client additional 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.