

## Service Description

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### IBM Watson Recruitment

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 Recruitment is an online tool provided as a Cloud SaaS offering that helps companies make informed hiring decisions, make their recruiting process more efficient, and accelerate time to hire.

IBM Watson Recruitment provides the following capabilities:

##### **Success match**

IBM Watson Recruitment will create a success profile for each job requisition using external data and data provided by the Client. Applicants will be compared to the success profile resulting in a success score. The score allows the recruiter to see the relative rank of applicants and their predicted success for the role. In addition, to providing a score, IBM Watson Recruitment will also provide details of the score.

##### **Requisition prioritization**

IBM Watson Recruitment analyzes historical data about requisitions to determine the complexity of each current requisition. IBM Watson Recruitment also uses application progress against expected time to fill. By combining those factors, IBM Watson Recruitment provides a recommended priority for each requisition so the recruiter knows where they should focus their time.

##### **Social listening**

IBM Watson Recruitment aggregates employer reviews from one or more third party sites to provide a view of employee sentiment for the Client or Client's designated competitors. That data can be used in employment branding or recruitment messaging. In addition, social listening provides a view of aggregated news about the Client or configured competitors and rates each news article according to whether it is positive or negative.

##### **IBM Watson Recruitment Set Up**

IBM will:

- Provide documentation of the product, the data schema, and certain important considerations regarding the cognitive solution.
- Establish sFTP account for IBM receipt of data from Client.
- Provide a public key to Client for encryption of data before Client uploads to secure FTP (sFTP) account.
- Provide data validation and error log (if any) via sFTP server for review and correction by Client.
- Utilize the machine learning data to train the machine learning model for success profiles. Machine learning data will be stored by IBM in data center located in the United States or Germany.
- Build the cognitive model in accordance with IBM designated design using IBM external data and Client data / content provided to allow for the features described in this section.
- Deploy the IBM Watson Recruitment solution with respect to the success match and requisition prioritization features described above and provide capability to integrate with Client ATS per the IBM designated design at no additional charge.

Client will:

- Provide up to five years of historical data about Client's employees across a variety of jobs, which includes the required fields, as IBM specifies, that Client will populate as well as other relevant performance management / metric or other similar information to support determination of a success model for the job matching feature and requisition prioritization. For each employee, a field will be set to indicate whether they were considered successful as defined by the Client.
- Encrypt such profiled data with the public key provided by IBM and upload it (for example, via an automated method for the transactional loads but not the initial historical data load) to the sFTP

account provided by IBM. This includes a one-time data load to train the machine learning model and periodic data loads for new jobs, requirements and applicants.

- Correct any errors identified during IBM data validation that are recorded in the error log on the sFTP server. Resubmit the corrected data to the sFTP account provided by IBM.
- Create an automated method of updating flat files with transactional information using the provided data schema.
- Using provided tools, export job code mapping, validate, and import any corrections.

### **1.1 IBM Watson Recruitment for ATS**

IBM Watson Recruitment for ATS entitles the Client use of the Cloud Service for recruitment performed directly by Client.

### **1.2 IBM Watson Recruitment for Recruitment Company**

IBM Watson Recruitment for Recruitment Company entitles organizations that will use the Cloud Service for recruitment on behalf of their clients.

## **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. Client acknowledges that i) IBM may modify the Data Sheet from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to the Data Sheet will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to the Data Sheet will materially degrade the security of a Cloud Service. 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=C5159230A7A011E6B99494E59F104C59>

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.

### 3.2 Service Levels

Availability of the Cloud Service during a contracted month

| Availability during a contracted month | Compensation<br>(% 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 the 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 Cloud Services have not yet been rendered.

## 4. Technical Support

During the subscription period, technical support for the Cloud Service is provided to an authorized support contact via phone and an online problem ticketing system in English. Technical support is offered with the Cloud Service and is not available as a separate offering. Support tickets will be assigned a severity level based on the table below:

| Severity | Severity Definition  | Response Time Objectives During Support Hours |
|----------|--|---|
| 1        | <b>Critical business impact/service down:</b><br>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                                 |
| 2        | <b>Significant business impact:</b><br>A service feature or function is severely restricted in its use or Client is in jeopardy of missing critical business deadlines.  | Within 2 business hours                       |
| 3        | <b>Minor business impact:</b><br>Indicates the service or functionality is usable and it is not presenting a critical impact on operations.  | Within 1 business day                         |
| 4        | <b>Minimal business impact:</b><br>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.
- Employee is a unit of measure by which the Cloud Service can be obtained. An Employee is a unique person employed in or otherwise paid by or acting on behalf of Client's Enterprise, whether or not given access to the Cloud Service. Sufficient entitlements must be obtained to cover the number of Employees during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.

### **5.2 Overage Charges**

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

### **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 failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

## 7.2 Language and Accessibility

IBM will provide these capabilities in English only until further notice.

IBM is a leader in developing accessible software. Within IBM there exists extensive in-house accessibility expertise. Please refer to: [http://www-03.ibm.com/able/product\\_accessibility/index.html](http://www-03.ibm.com/able/product_accessibility/index.html) for more information. This extensive accessibility testing has not been completed and, therefore, the IBM Watson Recruitment release is not accessibility compliant. Client acknowledges its understanding that this offering is not accessibility compliant.

## 7.3 Intellectual Property

"IBM Watson" (also sometimes referred to as the "IBM Watson Platform", the "IBM Watson Cloud Services" or similar terminology referring to the following) means an IBM computer system and related software and services consisting of a cognitive systems platform using natural language processing, text, signal and image processing, machine learning technologies, and other cognitive capabilities that supports the creation, discovery, deployment, execution, and content fulfillment of cognitive applications. IBM Watson includes, for example, Watson corpus, IBM Watson Models (a set of rules, parameters and/or data within the IBM Watson Platform generated in the course of configuring and training an instance of IBM Watson and used to generate Insights), IBM Watson Algorithms (machine learning associated algorithms, tooling, parameters and configurations used in data analysis by the IBM Watson Platform), and Ground Truths (information derived by data analysis or direct observation of information from a training data set used in a machine learning context to prove or disprove hypotheses. A Ground Truth may be used to develop or enhance IBM Watson Models and IBM Watson Algorithms, and to generate Insights from Data, and associated tooling such as a software development kit for creating web and mobile applications and application programming interfaces), all of the foregoing being preexisting intellectual property of IBM, and any Derivative Works of, modifications or enhancements to the foregoing.

"Insight" means the output or outcome of the IBM Watson Platform generated under this Service Description, and represents a relationship between a characteristic or set of characteristics and a result that has been discovered or validated by IBM Watson by analyzing a set of Data using IBM Watson Models, Ground Truths, and IBM Watson Algorithms. Insights are not derivative works of the analyzed set of data.

IBM shall own all right title and interest to IBM Watson. IBM shall also own all intellectual property rights in and to its preexisting intellectual property (including derivative works, modifications and enhancements to such preexisting intellectual property), the solution and the instance including without limitation any subsystems, algorithms, analytics, models, the Cloud Service and its development or production environment, and any enhancements, modifications or derivative works thereof with respect to the foregoing regardless of whether such derivatives were created using Client information or Client Content or Client data. In addition, IBM or its suppliers shall own all intellectual property rights to any of IBM's supplier's preexisting intellectual property (including derivative works, modifications and enhancements to such preexisting intellectual property).

Client grants to IBM (and its suppliers) a nonexclusive, limited, royalty-free, worldwide right to use the Client Content and data to generate and use Insights and create enhancements and for the purposes described in this Service Description, the Order Document and the Agreement (including, but not limited, for the purposes of machine learning described in the Use of Data for Machine Learning section). This license includes the right to use, execute, display, reproduce, perform, modify, distribute and transmit (in each case internally only and only to fulfill the obligations pursuant to this Agreement) the Client Content and data delivered to IBM and any such modifications of the Client Content and data. Such license to the Client Content and data will terminate upon termination of this Service Description or Order Document, unless otherwise agreed in writing by the parties. For the avoidance of doubt, IBM (and its suppliers) shall continue to have the right to use Insights following termination or expiration of this Service Description or the Order Document.

Except as explicitly provided in this Service Description, this Service Description does not grant any licenses, either directly or indirectly, by implication, estoppel or otherwise, to either party under any patent, copyright or other intellectual property right of the other party.

## 7.4 Use of Data for Machine Learning

Notwithstanding anything to the contrary in this Service Description or Transaction Documents, IBM Watson Recruitment will use data provided by the customer to help the solution learn. The Client consents to IBM's use of the data for this machine learning in the following manner.

IBM may use Content, as well as insights and other information that result from your Content in the course of providing the Cloud Service with personal direct and indirect identifiers removed and/or replaced with pseudonyms, for the purposes of product research, testing, and product development (such as dictionary building and training the model for the Success Profile). IBM currently anticipates that such content will include, for example, information from the fields identified by a "Y" in the "ML" column in the data schema spreadsheet provided by IBM ("Data Schema"). However, IBM may utilize other Content and information for the purposes of product research, testing, and product development so long as IBM either removes personal direct and indirect identifiers from such Content and information and/or replaces such personal direct and indirect identifiers with pseudonyms. Such Content and information will be stored in a U.S. data center and will be accessed by both domestic and international resources (e.g., IBM India resources) in the performance of the Services and to conduct the machine learning. Client may update Content by uploading a new version to the IBM Watson Recruitment via the process identified in this Service Description. Clients may opt-out of this use by providing IBM written notice of cancellation of the Services and discontinuing use of IBM Watson Recruitment.

IBM may also use Content, as well as insights and other information that result from your Content in the course of providing the Cloud Service with personal direct and indirect identifiers for the purposes of a backup, including, for example, that the entirety of resumes for all candidates' resume identified by the field "resumeText" in the Data Schema or included as a file referenced by ResumeRefs may be maintained and stored for the purposes of creating the pseudonymized data for machine learning and recreating it if necessary for such machine learning. This backup can only be used to re-train the machine learning algorithms over time. In that process for re-training the machine learning, personal direct and indirect identifiers will be removed and/or replaced with pseudonyms. Clients may opt-out of this use by providing IBM written notice of cancellation of the Services and discontinuing use of IBM Watson Recruitment.

Such Content and information will be removed from IBM's systems promptly following the expiration or termination of this Service Description or the applicable Order Document.

Except as expressly provided in this section, these clauses do not alter the obligations of either party that are provided elsewhere in this Service Description or Transaction Documents, including Client's responsibility to obtain the permissions contemplated by this Service Description or Transaction Documents, and Client's responsibility to obtain the necessary permissions for use of such data for machine learning.

## 7.5 Twitter and Glassdoor Content in IBM Watson Recruitment

### 7.5.1 Definitions

**Glassdoor Content** – means content concerning employers worldwide primarily based on content provided to Glassdoor by current and former employees of those employers as well as based on input from the employers themselves and any derivative works thereof, in each case that are made available to Client by IBM through the SaaS.

**Twitter Content** – means Tweets, Tweet IDs, Twitter end user profile information, and any other Twitter data and information made available to Client by IBM through SaaS, including any derivative works thereof.

### 7.5.2 Use and Restrictions on Twitter and Glassdoor Content

The IBM Cloud SaaS offering provides a means for Client to view displayed Twitter Content and Glassdoor Content solely within the IBM Cloud SaaS offering.

Twitter Content and Glassdoor Content is neither owned nor controlled by IBM. Twitter Content and Glassdoor 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 or Glassdoor Content. However, the process for Client to address any such objectionable content is set forth in the applicable Twitter and Glassdoor Terms of Use which can be found at their website. Client's sole and exclusive remedy against IBM or its suppliers for any such objectionable content is for the Client to disable access such Glassdoor or Twitter Content.

Client cannot use the Twitter Content or Glassdoor Content for any purpose other than the limited purpose allowed for in the Cloud SaaS offering which is set forth in Section 5(b)(i).

For the avoidance of doubt, Client does not receive a license to Twitter Content or Glassdoor Content under this Service Description.

For the avoidance of doubt, Client does not receive a license to the name, trademark or logo of Twitter or Glassdoor under this Service Description.

### **7.5.3 Termination and Withdrawal by IBM**

Client's access to the displayed Twitter Content and Glassdoor Content shall cease upon termination of the Cloud SaaS offering. Notwithstanding the foregoing, in addition to the rights of suspension and termination in the Agreement, IBM may cease providing access to the Twitter Content and Glassdoor Content at any time without notice and without the obligation to provide Client a refund, credit, or other compensation.

### **7.5.4 Warranty, Liability and Indemnification Disclaimer for Twitter Content and Glassdoor Content**

NOTWITHSTANDING THE WARRANTY SET FORTH IN THE AGREEMENT, THE TWITTER CONTENT AND GLASSDOOR CONTENT ARE PROVIDED SOLELY "AS IS", "AS AVAILABLE" WITH ALL FAULTS, AND CLIENT'S USE OF THE TWITTER CONTENT AND GLASSDOOR CONTENT ARE 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 AND GLASSDOOR CONTENT. IBM DOES NOT WARRANT THAT THE ACCESS TO THE TWITTER AND GLASSDOOR 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 OR GLASSDOOR CONTENT, INCLUDING THAT IBM SHALL HAVE NO LIABILITY FOR THE TWITTER CONTENT AND GLASSDOOR CONTENT.