

Service Description

IBM Watson Career Coach

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 Career Coach is an online tool provided as a Cloud SaaS offering that helps the employees of companies get answers to career and career-related questions, find internal job opportunities they can apply for, and discover career paths based on job transitions other employees have made.

IBM Watson Career Coach currently provides the following capabilities, which are part of the base offering:

- Ask Myca – Watson Career Coach provides a chatbot that will understand career-related questions and provide Client-specific answers to employees. Employees can provide feedback on the helpfulness and relevance of the responses.
- Job Opportunity Matching – Watson Career Coach compares information about employees provided by the employer and the employee to requirements and job levels for existing job opportunities for purposes of suggesting those roles for which the employee is well-matched. Employees may review the job opportunity details and apply to be considered for the position.
- Career Navigator – Watson Career Coach provides the ability to explore career paths from their current role, or other roles in the organization. Based upon the selected starting role, the employee will discover the next moves that have historically been made by others in that role. The strength of the relationship of their current role to the selected role will be shown, as well as an expected overall demand for the role subject to the demand data being provided by the Client.

IBM Watson Career Coach is designed to be implemented within an estimated four to eight (4-8) week timeline. The completion of these implementation services within the allotted time frame depends on the full commitment and participation of Client's management and personnel. Client will provide required information in a timely fashion. IBM's performance is predicated upon Client's timely information and decisions and any delays may result in additional cost and /or delay of the completion of these implementation services.

IBM will:

- Provide a public key to Client for encryption of data before Client uploads to sFTP account.
- Establish sFTP account for IBM receipt of data from Client.
- Conduct data validation and provide 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 job transitions used to recommend career paths and to create dictionaries and such Machine Learning Data will be stored by IBM.
- Review job movement outcomes with Client for feedback and confirmation. This may occur multiple times if needed to address data inconsistencies.
- Deploy the IBM Watson Career Coach solution with respect to the Ask Myca, Job Matching and Career Navigator features described above at no additional charge.

Client will:

- Provide available job taxonomy data as well as up to five years of historical data about Client employees across a variety of jobs, which includes the required fields that are set forth in the support portal, as appropriate to support career path recommendations. The Client may populate other optional relevant performance management / metric or other similar information to support determination of success to be utilized to develop a future success model for the job matching feature.
- Provide responses for career and career-related questions for use by the Ask Myca chatbot.

- 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 job transitions.
- 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.
- Client to 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.
- Update the default consent language, if desired, to be displayed to new users of the solution outlining their consent to use of information provided for the purposes of career planning.

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=465C8730BC0B11E6850FCEFFCB21B294>

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 (% 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 an online problem reporting system. Baseline Client support is provided with the Cloud Service offering and enabling software, as applicable, during the subscription term. The technical and Client support available is detailed at:

<http://www.ibm.com/software/support/kenexa/suite.html>.

Severity Levels, descriptions and response time objectives are described below:

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. Typically involves an outage in the production environment that critically impacts Client operations. This condition requires an immediate solution.	Within 1 hour
2	Significant business impact: A service feature or function is severely restricted in its use or Client is in jeopardy of missing critical business deadlines.	Within 2 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:

- 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 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.

5.3 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 for more information. This extensive accessibility testing has not been completed and, therefore, the IBM Watson Career Coach 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 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 affiliates (and the 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 affiliates (and suppliers) shall continue to have the right to use Insights and machine learnings 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 Career Coach will use data provided by the Client 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 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 Cloud Service and to conduct the machine learning. Client may update Content by uploading a new version to the IBM Watson Career Coach via the process identified in this Service Description. Clients may opt-out of this use by providing IBM written notice of cancellation of the Cloud Service and discontinuing use of IBM Watson Career Coach.

IBM may also use Content, as well as insights and other information that result from 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 Cloud Service and discontinuing use of IBM Watson Career Coach.

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.