

## Service Description

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### IBM Watson Business Solutions – Expert Assist

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 provides the following remotely delivered service, which for the purpose of this Service Description is referred to as a Cloud Service. Capitalized terms not otherwise defined in the Agreement are defined in Section 5.

##### 1.1 IBM Watson Business Solutions – Expert Assist

This Cloud Service is designed to deliver a Watson technology based Expert Assist solution ("Solution") consisting of a Cognitive Assistant that will respond to Client questions to surface domain specific Insight, explore high value topics, and discover answers to more complex topics. The Cloud Service is provided over the course of 14 weeks by a cross-functional IBM team and, unless otherwise indicated, is delivered at an IBM location.

The Solution requires that the Client has separately acquired entitlements to at least the following IBM Watson Cloud Services:

- IBM Watson Discovery Service
- IBM Watson Knowledge Studio

In addition, the Client must obtain entitlements to specific IBM Cloud APIs and Hosting Services as determined by the Client Use Case.

The Solution will consist of:

- A cognitive assistant that will respond to user's questions leveraging Watson Conversation Service, Watson Discovery Service, and Watson Knowledge Studio;
- A browser-based User Interface (UI) from which to interact with the Solution in a conversational and natural language based fashion; and
- Configuration of IBM Watson to meet the requirements of the User Scenario.

For the User Scenario, the Solution entitlements and scope are as follows:

- Building of up to fifteen (15) custom capabilities configured for Client's high value questions; of the fifteen (15), capabilities may include:
  - Frequently Asked Questions with associated responses (measured at 1 capability per three FAQ's)
  - Up to two (2) capabilities requiring passage and/or document retrieval from a collection of up to fifty (50) documents
  - Up to ten (10) capabilities requiring Insights from unstructured document annotations (i.e. sentiment across documents by time period) using up to a total of five (5) custom entity type enrichments, and up to a total ten (10) custom Watson Discovery Query Templates
  - Up to five (5) capabilities requiring structured query lookups (i.e. SQL) to the Solution database
  - Up to three (3) capabilities requiring a sequence of up to three (3) follow up questions to walk users through a data collection process or step-by-step guided process;
- Identification of up to fifty (50) answer documents and up to 1,000 annotation documents for the Solution;
- Configuration of the Annotator Component for five (5) domain entities related to the User Scenario;
- The Solution will be stand-alone with no integration to Client systems;
- The Solution will not include Personal Identifiable Information ("PII");
- The Watson Business Solution Assets will be deployed and configured in IBM Cloud; and

- The Solution will be configured in English language only.

### 1.1.1 Activities to be Performed

This Cloud Service includes the following Activities:

#### **Activity 1 – Prepare**

Under this Activity, the following tasks will be performed.

##### **Activity 1.1 – Pre-Kick Off**

IBM will lead a remote session to review inputs, people, data, schedule, and other prerequisites.

##### **Activity 1.2 – Kick Off**

IBM and Client will validate the User Scenario, and create a high-level Expert Assist Concept document for the Solution to support the User Scenario. IBM will provide guidance to break the User Scenario down into detailed Use Cases or user interaction patterns supported by the Solution.

##### **Activity 1.3 – Collect Questions**

Client will collect a minimum of at least three hundred (300) representative questions for the User Scenario that will be used to teach and test IBM Watson.

##### **Activity 1.4 – Collect Content for Watson Discovery Service & Watson Knowledge Studio**

Client will collect documents for ingestion by Watson Discovery Service to satisfy the User Scenario.

##### **Activity 1.5 – Cluster Questions and Identify Answers**

Client will create the Watson training data by clustering the representative questions into intent groups and subgroups, known as capabilities, and will identify Client Content and/or logic used to provide responses for the top fifteen (15) most common capabilities.

##### **Activity 1.6 – Collect Relational Content for Structured Data Insights**

Client will define up to one (1) SQL database table required to support responses of up to five (5) capabilities requiring a structured query retrieval from a database.

##### **Activity 1.7 – Create Watson Knowledge Studio entity model**

Client will create the Watson Knowledge Studio training data by developing entity dictionaries and training a simple machine learning model on a set of documents that are representative of the User Scenario domain.

##### **Activity 1.8 – Initialize IBM Watson Services and Asset(s)**

IBM and Client will initialize IBM Watson Service environments and deploy Watson Business Solution Assets.

##### **Activity 1.9 – Checkpoint**

IBM will assess the Client readiness to move to Activity 2 – Execute. During the Checkpoint meeting, Client will present Activity 1 – Prepare deliverables and will collaborate with IBM to evaluate the completion status of each task.

#### **Activity 2 – Execute**

Under this Activity, the following configuration and deployment tasks will be performed.

##### **Activity 2.1 – Configure Watson Discovery Content Collection**

IBM will ingest the documents collected in Activity 1.4 into Watson Discovery Service Collections. IBM will configure the ingestion pipeline of Watson Discovery Collection to convert, enrich, and normalize Client Content to satisfy the User Scenario.

##### **Activity 2.2 – Configure Watson Conversation Dialog Component**

IBM will configure the IBM Watson Conversation Service Dialog Component.

##### **Activity 2.3 – Configure Watson Knowledge Studio Annotator Component**

IBM will develop an Annotator Component by leveraging the Watson Knowledge Studio documents and entity dictionaries prepared during Activity 1. Results generated by the Annotator Component are evaluated against a test set and blind set of documents.

## **Activity 2.4 – Iterative Teach, Test and Calibration**

IBM and Client will iteratively teach, test and calibrate the Expert Assist Solution to improve the user experience and question and answering ability.

## **Activity 3 – Read Out**

IBM will review and evaluate the Solution with Client executive sponsors by presenting an overview of the Solution, conducting a demonstration, and asking for Client Feedback on their experience with Watson technology. The Read Out session will conclude with a high-level discussion on Client's next steps for deployment. IBM will work with Client to review and hand-off Watson Business Solution Assets and code.

## **Activity 4 – On Demand Consulting**

IBM will provide remote transitional guidance to the Client for up to five (5) users, for a term of sixty (60) days, beginning the conclusion of Activity 3 – Read Out. During this time, the Client will be entitled to ask technical questions to Watson Experts via the IBM On Demand Consulting Client Success Portal.

## **Activity 5 – Project Management**

IBM will provide Project management for their responsibilities in this Cloud Service.

## **2. Entitlement and Billing Information**

### **2.1 Charge Metrics**

The Cloud Service is available under the charge metric specified in the 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.

### **2.2 Remote Services Charges**

A remote service charge will be billed at the rate specified in the Transaction Document for such remote service and will expire 90 days from purchase regardless of whether the remote service has been used.

### **2.3 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.

## **3. Additional Terms**

### **3.1 General**

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

Client may suggest that IBM enhance IBM's products or services ("Feedback"). Client is under no obligation to provide Feedback and IBM is free to use all Feedback that Client provides.

Client agrees to provide IBM resources with remote access to the Client hosting environments that are equivalent to the access for existing I/T staff that supports the Client environment, but limited to only the systems to which IBM requires access.

### **3.2 Service Activities and Responsibilities**

IBM will provide Client with a Service Activities and Responsibilities document further describing IBM and Client responsibilities specific to each Activity performed. Client agrees to perform the Activities outlined in this Service Description with IBM based on further guidance within the Service Activities and Responsibilities document.

### **3.3 Delivered Items**

The following items will be delivered to the Client.

Client will own the copyright in Project Materials.

Item to be delivered	Purpose and Content	Deliverable Type	Delivery method
<b>Expert Assist Concept Document Template</b>	Documents the scope and Plan for the Solution. To be completed by Client.	IBM Existing Work	One (1) soft copy document
<b>Question and Answer Document Template</b>	Documents the representative question Intent groupings that are used to teach IBM Watson Conversation. To be completed by Client.	IBM Existing Work	One (1) soft copy document
<b>Entity Dictionary Template</b>	Documents the representative Content and entity grouping that are used to teach IBM Watson Knowledge Studio. To be completed by Client.	IBM Existing Work	One (1) soft copy document
<b>Initial Project Plan*</b>	Documents the plan for the performance of the service description and includes activities, tasks, assignments, milestones and estimates.	Project Material	One (1) soft copy document
<b>Watson Business Solution User Interface</b>	Source code for the Expert Assist User Interface	IBM Existing Work	Will be made available for download
<b>Watson Business Solution Service Manager</b>	Source code for the Expert Assist Service Manager	IBM Existing Work	Will be made available for download
<b>Watson Business Solution Database</b>	Source code for the Expert Assist Database	IBM Existing Work	Will be made available for download

\* Includes IBM Existing Works.

## 4. Licenses Granted

### 4.1 License to Existing Works

To the extent that Existing Works are embedded in any Project Materials or, subject to sections 4.2 and 4.3, in items delivered to Client from the Solution under this Service Description, IBM grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works.

### 4.2 License to Watson Business Solution Assets

IBM grants to Client a nonexclusive, revocable (but only in the event of non-payment, breach, or termination of Client's entitlement(s) to the applicable Cloud Services or their replacement services), worldwide license to use, execute, reproduce, display, and perform, and distribute copies of the Watson Business Solution Assets, for the sole purpose of using the Watson Business Solution Assets as part of the Solution deployed to the applicable Cloud Service. The Watson Business Solution Assets are provided on an "AS IS" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. IBM is under no obligation to provide support or maintenance for the Watson Business Solution Assets.

### 4.3 License to Pre-Trained Content

If the Client elects to use the Pre-Trained Content then the following term will also apply:

IBM grants to Client a revocable (solely in the event of termination or expiration of this Agreement), non-exclusive, non-assignable, worldwide, paid-up license to use, execute, reproduce, perform and modify the Utterances provided with the Pre-Trained Content, for internal (to Client use only), for the sole purpose of enhancing, extending or customizing the training of the IBM Cloud Service. Any Client enhancements or extensions of Pre-Trained Content will be treated as Client Content. Pre-Trained Content may not be further distributed or used separately from the IBM Cloud Service. IBM has no responsibility for the training data resulting from Client's use of and modification to the Pre-Trained Content and IBM warranties will not apply. IBM has no responsibility to maintain or provide support for the modified library of Pre-Trained Content containing Client's enhancements, extensions or customizations.

#### 4.4 Source Code License to Watson Business Solution Assets

IBM grants Client a non-exclusive, non-transferable, revocable (in the case of breach of this license or termination of Client's entitlement(s) to the applicable IBM Cloud Services or their replacement services) license to reproduce, create and transmit, in each case, internally only, derivative works of the source code to the Watson Business Solution Assets, for the sole purpose of maintaining and expanding the usage of the applicable IBM Cloud Service. Client must reproduce the notices and this license grant in any derivative work of the source code. The source code is IBM Confidential information. Only object code or executable forms of the derivative works may be distributed externally. Unless required by applicable law or agreed to in writing, software distributed under this license is distributed on an "AS IS" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.

### 5. Definitions

**Annotator Component** – A software component that is used to identify, label and extract information from unstructured text that is then used to train a machine learning model in a domain-specific Use Case. With Watson Knowledge Studio, users can create, evaluate, and improve Annotator Components for new domains. An Annotator Component adds annotations (metadata) to text that appears in natural language content. The annotations, which identify mentions of entities of interest in the Client's domain Content, the relationships between them, and how the mentions co-reference the same entity, can be used by applications to automatically analyze and process text. Application users benefit from this level of analysis by being able to extract meaning, discover Insights, and obtain answers in a natural language context.

**Collection** – Refers to a set of Client documents in Discovery which have been ingested, converted into a common json format, and enriched using a configuration file associated with the set.

**Content** – Content consists of all data, software, and information that Client or IBM or its authorized users provides, authorizes access to, or inputs to the Cloud Service (respectively "**Client Content**" and "**IBM Content**"). Content includes, but is not limited to data, databases, content corpora, dictionaries, question-answer pairs, and other annotated training data or any other information provided by or on behalf of Client or IBM under this Service Description for the purpose of using such materials with IBM Watson. For clarity, a party's Content does not include any publicly-available content or the Content of the other party. "**Related Content**" of a party is any metadata, ontologies, taxonomies, organization, structure, schema, or knowledge graph instances derived solely from such party's Content whether provided by that party or created under the Service Description and used to ingest such party's Content into IBM Watson. Related Content created under the Service Description will not be delivered to Client.

**Dialog** – The underlying design, rules and logic by which a feature of IBM Watson Conversation operates (including, without limitation, rules that enable an IBM Watson Conversation agent to comprehend and process language and other elements of interaction, and to generate an appropriate response), and underlying inputs, outputs and computer code that determines how an IBM Watson Conversation agent interacts with the end user that are not unique to the Client. Dialog Components are part of Dialog and Dialog is part of IBM Watson Conversation.

**Dialog Component** – This is a configured set of input and output nodes that will be matched against the users utterance and drive a response. It includes an explicitly defined set of execution steps or clarification questions. An IBM Watson Conversation Dialog Component is defined by a set of sequential steps that gather data and result in the execution of a single transaction or response. The Dialog Component is typically single threaded with a limited number of secondary paths that quickly return back to the main workflow.

**Existing Works** – Works of authorship, IBM Content and other items that are delivered and/or made accessible to Client, but not created, under this Service Description, and any modifications or enhancements of such works or items made under this Service Description. Some Existing Works are subject to a separate license agreement or cloud subscription agreement ("Existing Licensed Works"). An example of an Existing Licensed Work is IBM Watson, including Watson Enhancements, and IBM Content and IBM Related Content. IBM is the exclusive owner of Existing Works. Existing Works include modifications or enhancements made to the delivered items of this Cloud Service.

**IBM Watson** – An IBM computer system consisting of a cognitive systems platform using natural language processing, text signal and image processing, machine learning technologies, or other cognitive capabilities for analyzing and processing data and content. IBM Watson includes, for example, IBM Watson corpus, IBM Watson models, IBM Watson algorithms, application programming interfaces (APIs) and associated software, services and tooling, and any derivative works or, modifications or

enhancements to the foregoing. **IBM Watson Conversation, IBM Watson Discovery Service, and IBM Watson Knowledge Studio** are IBM branded offerings delivered as cloud services and are a subset of IBM Watson offerings.

**Insights** – The results arising from Client's use of the Cloud Service that are unique to Client's Content.

**Intents** – The purpose or goal expressed in an input, such as answering a question or processing a bill payment. By recognizing the intent expressed in an input, the Watson Conversation service can choose the correct dialog flow for responding to it.

**Pre-Trained Content** – A library of Utterances for specific Intents across a specific domain. Pre-Trained Content are IBM Content.

**Project Materials** – Works of authorship that IBM develops for, and delivers to, Client under this Service Description. Project Materials exclude Existing Works.

**Use Case** – Defines the logical steps that need to be considered to support the User Scenario. A User Scenario is usually made up of one or more Use Cases that break up the end-users' interactions with IBM Watson Conversation and associated systems into logical sections as they traverse the User Scenario. A Use Case is not a Project Material.

**User Scenario** – An end to end description of the end-user's interaction with IBM Watson Conversation and associated systems to define the high level scope, functional and non-functional requirements for the Solution. This detail helps inform design and Solution decisions. User Scenario is not a Project Material.

**Watson Business Solution Assets** – The Expert Assist Solution application is composed of a set of pre-built assets. These pre-built assets are limited in function and will not be built to include all function necessary for a complete Solution, nor the error handling that a pilot or production version of the Solution might require. Configuration of these pre-built assets is determined by the options selected and defined in the Expert Assist Concept Document. Watson Business Solution Assets consist of the User Interface, Service Manager and Database. Watson Business Solution Assets are IBM Existing Works.