

IBM Watson Captioning

This Service Description describes the IBM Watson Captioning solution. The applicable order documents provide pricing and additional details about Client's order.

1. Solution Description

IBM Watson Captioning uses Watson's cognitive automated speech recognition capabilities to automate transcription and closed captioning services. Offerings include a file-based Cloud service as well as a live captioning solution, which includes workstation hardware, software offerings, and Cloud services. The solution contains features and functions that enable full end to end captioning for broadcast and streaming video, and it is designed and built to integrate into existing captioning tools and technologies.

1.1 Software Offerings

The Client may select from the following available offerings.

1.1.1 Windows® 10 IoT Enterprise 2019 LTSC High End (ESD)

This Microsoft Windows software will be deployed to Client devices as part of the IBM Watson Captioning Live server hardware provided by IBM. The right to use this Microsoft software is being sublicensed to Client by means of the license terms provided at: <https://www.ibm.com/weather/licenses/microsoft>.

By accepting the terms of this Service Description or using the software, Client agrees to Microsoft's license terms.

1.2 Server Hardware

If at the time IBM receives the order the systems are not available within the acceptable Client requested arrival date, IBM may offer to substitute the ordered system with a system that is compatible with the official published specifications of the originally ordered system (Order Adjustment). IBM will notify Client and promptly provide Client a Quote (if applicable). Order Adjustments are at the sole discretion of IBM and replacement system and system services (if purchased) will be provided at the prices listed on the original Quote.

1.2.1 Watson Captioning Live RS-160

An on-premise LENOVO-based server that facilitates the capture and conversion of television station audio to text for closed captioning devices within the television station to ensure that hearing impaired viewers are provided the context of newscasts and other live programming at the station. This server ingests television station programming, strips out the audio portion and sends it to the Cloud-based IBM Watson Captioning Live service, to convert speech to text. The text data is returned to the on-premise server, which in turn feeds the text data to station owned captioning encoders to provide the on-air caption for live programming.

1.2.2 Watson Captioning Live SR250

An on-premise LENOVO-based server, that can support two (2) independent channels, each of which can facilitate the capture and conversion of television station audio to text for closed captioning devices within the television station to ensure that hearing impaired viewers are provided the context of newscasts and other live programming at the station. This server ingests television station programming, strips out the audio portion and sends it to the Cloud-based IBM Watson Captioning Live service, to convert speech to text. The text data is returned to the on-premise server, which in turn feeds the text data to station owned captioning encoders to provide the on-air caption for live programming.

1.3 Cloud Services

1.3.1 IBM Watson Captioning File Based

The IBM Watson Captioning File Based Cloud Service automatically generates captions for videos and allows users to review and correct low-confidence words in an AI-assisted caption editing interface.

The file-based service allows Clients to import video into the Cloud system from any storage location. It uses Watson AI technology to automatically transcribe, format and prepare caption files for the imported

content. The transcribed data can be modified and edited with the caption editing tool and workflow engine to create transcriptions of content, which can then be downloaded to provide captions for videos uploaded to the system.

IBM Watson Captioning File Based is an entirely Cloud-based service.

Included with the Cloud Service is an amount of capacity storage based on the number of Client's Minute entitlements:

Minute Entitlements	Included GB of Storage
1-5000 Minutes	100 GB
5001-15000 Minutes	250 GB
15001-25000 Minutes	400 GB
25001-50000 Minutes	800 GB
50001 and greater Minutes	1000 GB

1.3.2 IBM Watson Captioning File Based Storage

This Cloud Service provides a Client with the ability to acquire additional storage entitlements should their need exceed the storage gigabytes included with the IBM Watson Captioning File Based service.

1.3.3 IBM Watson Captioning Live

The IBM Watson Captioning Live Cloud Service accepts streams from the IBM Watson Captioning Live Software offering, transcribes the audio content into text-based caption formats and sends the data back to the software offering. The Cloud service also provides user interfaces that assist in training complex or domain specific words and phrases and an API to import language training data to improve captioning accuracy. The Cloud-Based Captioning Engine requires access to the IBM Watson Captioning Live software.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://www.ibm.com/dpa/dpl> apply.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=697CEA40CA0911E7AD0EC24C9513D95F>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

Technical support for the software offerings and the server hardware is also provided to Client. Details of how to obtain technical support for software offerings and server hardware will also be detailed in the IBM Software as a Service Support Handbook.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the solution are specified in the Transaction Document.

The following charge metrics apply to this solution:

- Population is all the inhabitants of a particular geographic area residing in Client's entity using the solution. For the purpose of these offerings, a Population is the Broadcast Area Population (BAP) that can receive a broadcast signal from the Client.
- Install is an installed copy of the offering on a physical or virtual disk made available to be executed on a computer. Client must obtain an entitlement for each Install of the offering.
- Client Device is any device that requests or receives execution commands, procedures or applications from a server environment that accesses the solution.
- Minute is a minute of user of the Cloud Service. For this Cloud Service, the number of minutes used is equal to a minute of playback or live streaming time, as applicable, of the captioned source video or audio using the Cloud Service supported formats, regardless of source file size, resolution, encoding mechanism or bitrate.
- Gigabyte (GB) is 2 to the 30th power bytes of data processed by, analyzed, used, stored, or configured in the Cloud Services.

5. Cloud Service Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

6. Software Offering Additional Terms

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- c. not reverse assembling, reverse compiling, translating, or reverse engineering the Program; and
- d. not using any of the elements of the Program or related licensed material separately from the Program.

The metric applicable to a Program license is specified in an Attachment or TD. All licenses on a server or capacity based metric must be licensed to the full capacity of the server on which the Program is installed, unless sub-capacity usage is available from IBM and Client complies with the applicable sub-capacity requirements.

Unless Client's Agreement specifically says otherwise, the following will apply:

a. Charges, Taxes, Payment and Verification

Client will: i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, including Program licenses and metrics, such as sub-capacity usage; and ii) promptly order and pay for required entitlements (including associated S&S) 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 any TD and for two years thereafter.

b. Liability and Indemnity

IBM has no responsibility for claims based on Non-IBM Products, items not provided by IBM, or any violation of law or third party rights caused by Client's Content, or any Client materials, designs, specifications, or use of a non-current version or release of an IBM Product when an infringement claim could have been avoided by using a current version or release.

c. Termination

IBM may terminate Client's license to use a Program if Client fails to comply with the Agreement. Client will promptly destroy all copies of the Program after either party has terminated the license.

6.2 Program Warranties

IBM warrants that Programs used in their specified operating environment conform to their official published specifications. The warranty period for a Program is one year, or the initial license term if less than one year, unless another warranty period is specified in an Attachment or TD. During the Program warranty period, IBM provides Software Subscription and Support (S&S), entitling Client to defect correction information, restrictions, bypasses, and new releases and versions IBM makes generally available. Unless Client elects to discontinue S&S, annual S&S automatically renews at then-current charges until S&S for a version or release is withdrawn. If Client elects to continue S&S for a Program at a designated Client site, Client must maintain S&S for all uses and installations of the Program at that site.

If a Program does not function as warranted during its warranty period and IBM is unable to repair or replace it with a functional equivalent, Client may return it to IBM for a refund of the amount Client paid (for recurring charges, up to twelve months' charges) and Client's license or right to use it terminates.

IBM does not warrant uninterrupted or error-free operation of an IBM Product or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to an IBM Product. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in an Attachment or TD. Non-IBM Products are sold under this Agreement as-is, without warranties of any kind.

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A non-IBM machine is device, including its features, upgrades, and accessories that IBM provides to Client. Such non-IBM machines are not branded by IBM but branded by another party.

When IBM accepts Client's order, IBM transfers title to non-IBM machines to Client or Client's lessor upon payment of all amounts due, except in the United States where title transfers upon shipment. IBM bears risk of loss until delivery to the carrier for shipment. IBM pays for insurance on Client's behalf until delivery to Client's location. Client must report any loss in writing to IBM within 10 business days of delivery and follow the claim procedure.

Client may only acquire non-IBM machines for use within Client's Enterprise in the country where acquired and not for resale, lease, or transfer. Lease-back financing is permitted.

7.1 Non-IBM Machine Warranty Disclaimer

IBM does not warrant uninterrupted or error-free operation of non-IBM machines. Non-IBM machines are sold under this SD as-is, without warranties of any kind unless otherwise specified in a TD. Third parties may provide their own warranties to Client.

Notwithstanding the above, RS-160 LENOVO-based servers include a 3-year warranty with next business day field replaceable part exchange or full system replacement, as needed. The SR250 LENOVO-based servers include a 5-year warranty with next business day field replaceable part exchange or full system replacement, as needed.

7.2 Indemnification and Liability

IBM has no responsibility for claims based, in whole or part, on non-IBM machines, items not provided by IBM, or any violation of law or third party rights caused by Client's materials, designs, or specifications.