

Service Description

IBM Watson Expert Services

Upon acceptance of Client's order, this Service Description applies to the Acceleration Services to support Client's Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Acceleration Service

IBM provides the following remotely delivered services, which for purposes of this Service Description are referred to as Cloud Services. All services will be delivered at an IBM location unless otherwise specified. Capitalized terms not otherwise defined in the Agreement are defined in the Section titled Definitions below.

1.1 Services

The Client may select from the following available services.

1.1.1 IBM Watson Expert Services – Design

This Cloud Service assesses Client's business problem/Use Cases through a Design Thinking workshop for which Client may consider building an application that leverages IBM Watson Data & AI Services and other IBM solutions.

The Cloud Service requires that Client provides:

- A multidisciplinary team to participate in the workshop; and
- An idea or project.

During this Cloud Service, IBM conducts an IBM Design Thinking workshop with IBM Watson Solution Architects and IBM Watson Designers. The outcome of the Cloud Service is a Minimum Viable Product (MVP) project definition, a roadmap to achieve the MVP, and identification of the associated Watson Services Client would use to accomplish the MVP.

The Cloud Service scope is as follows:

- Analysis of up to three (3) problem and/or opportunity statements. The breadth, depth and complexity of these statements may mean that less than three (3) can be handled during the workshop.
- The workshop Use Case and target users are defined through discussions between Client and the IBM team.

Activities to be Performed

This Cloud Service includes the following Activities:

Activity 1 – Expert Services Design Preparation

IBM will understand Client's target users, pain points, opportunities, and wider business and system context in scope for the workshop. IBM will work with Client remotely to scope the problem and/or opportunity statements that the workshop will focus upon.

Activity 2 – Expert Services Design Workshop

IBM will conduct a two (2) day, hands-on workshop where IBM will help Client examine the problem and/or opportunity statement(s) and up to three (3) associated target users related to the background materials and information provided. IBM will facilitate the workshop by applying IBM Design Thinking concepts and methods to design the intended user centric outcomes and map IBM Watson cognitive capabilities to support them.

1.1.2 IBM Watson Expert Services – Learn (2 Day)

This Cloud Service provides enablement services related to Watson Data & AI Services available on IBM Cloud to Client through a two (2) day Learn session.

The Cloud Service requires that Client provides:

- Defined relevant pre-requisites outlined for the Learn session; Attendance of appropriate technical Subject Matter Experts (SMEs), business SMEs or other Client participants defined in the selected

Learn session description, as well as relevant stakeholders during the Read Out (Activity 3), if required; and

- Separately acquired entitlements to the identified Watson Data & AI Services.

The IBM Watson Expert Services – Learn (2 Day) Cloud Service entitlements and scope consist of:

- A two (2) day (8 hours per day), Learn session including hands-on lab exercises, if appropriate; and
- Access to Watson standard practices and methodology developed by IBM SMEs.

Activities to be Performed

This Cloud Service includes the following Activities:

Activity 1 – Watson Expert Services Learn Kickoff Session

IBM will provide a remotely delivered overview of the Learn session structure and establish the scope of the Learn session. IBM will identify Client prerequisites that must be completed prior to the start of Activity 2.

Activity 2 – Learn Session

IBM will provide a two (2) day knowledge transfer and analysis for the Watson Data & AI Learn session identified in Activity 1, including hands on lab sessions, if appropriate.

Activity 3 – Read Out

IBM will review the Learn Session Enablement with Client executive sponsors. Client Learn session participants will also be asked to provide Feedback on their experience with Watson technology. The Read Out Activity will conclude with high level discussions on Client's next steps.

1.1.3 IBM Watson Expert Services – Learn (4 Day)

This Cloud Service provides four (4) days of enablement services related to Watson Data & AI Services available on IBM Cloud to Client via a four (4) day Learn session.

The Cloud Service requires that Client provides:

- Defined pre-requisites outlined for the Learn session;
- Attendance of appropriate technical Subject Matter Experts (SMEs), business SMEs or other Client participants defined in the selected Learn session description, as well as relevant stakeholders during the Read Out Activity, if required; and
- Separately acquired entitlements to the identified Watson Data & AI Services.

The IBM Watson Expert Services – Learn (4 Day) Cloud Service entitlements and scope consist of:

- A four day (8 hours per day), Learn session including hands-on lab exercise, if appropriate; and
- Access to Watson standard practices and methodology developed by IBM SMEs.

Activities to be Performed

This Cloud Service includes the following Activities:

Activity 1 – Watson Expert Services Learn Kickoff Session

IBM will provide a remotely delivered overview of the Learn session structure and establish the scope of the Learn session. IBM will identify Client prerequisites that must be completed prior to the start of Activity 2.

Activity 2 – Learn Session

IBM will provide the four (4) day enablement for the Watson Data & AI Learn session identified in Activity 1, including hands on lab sessions if appropriate.

Activity 3 – Read Out

IBM will review the Learn Session Enablement with Client executive sponsors. Client Learn session participants will also be asked to provide Feedback on their experience with Watson technology. The Read Out session will conclude with high level discussions on Client's next steps.

1.1.4 IBM Watson Expert Services – Plan

This Cloud Service provides Client with a workshop to guide and facilitate the creation and documentation of Client's Solution Architecture and a prioritized solution Development Roadmap to inform their solution implementation planning.

The Cloud Service requires that Client provides:

- Defined and documented statement of scope, business process flows, Use Cases, and Personas. It is recommended that Client has completed IBM Watson Expert Services – Design, and IBM Watson Expert Services – Learn prior to commencement of this Cloud Service;
- Attendance of technical SMEs throughout the Cloud Service, and relevant stakeholders during the Read Out (Activity 4); and
- Separately acquired entitlements to the necessary Watson APIs.

The IBM Watson Expert Services – Plan entitlements and scope consist of:

- A series of workshops with the Client's development team to define the integration of IBM Watson cognitive capabilities within Client's solution; and
- Up to three (3) Use Cases and the associated Personas, business processes, and opportunity statements provided by Client. The breadth, depth, and complexity of Use Cases may mean that less than three (3) can be handled during the workshop. The workshop preparation activity will allow the IBM team to work with Client to determine this scope.

The uses cases covered in these workshops are defined in discussion between Client and the IBM team.

Activities to be Performed

This Cloud Service includes the following Activities:

Activity 1 – Plan Service Preparation

Client will remotely identify and assure the availability of all workshop participants, establish, in collaboration with IBM, the schedule and location for the workshop activities, and establish a Client plan to gather all the requisite preparatory materials.

Activity 2 – Remote Plan Workshops

IBM will assist Client remotely in gaining a mutual understanding of the business and technical aspects, selecting the target Use Case(s) that are to be the focus of the face-to-face workshop, selecting the candidate Watson capabilities, and identifying any areas requiring clarification before the face-to-face workshop.

Activity 3 – Face-to-Face Workshop

Client will create and document the Solution Architecture for the targeted business process facilitated by the IBM team during this face-to-face workshop. This process will include performing a Viability Assessment and the creation of a Development Roadmap that will guide the future detailed design work by Client team.

Activity 4 – Workshop Read Out

Workshop participants will present to the executive sponsors a summary of the results of the workshop as a means to inform them and obtain their Feedback.

1.1.5 IBM Watson Expert Services – Build

This Cloud Service advises Client on building a Watson technology prototype solution in the format of a one (1) day planning session followed by IBM support during two (2) sprints of Client led prototype development. Each sprint will conclude with a playback presenting progress and plan for the next sprint. During Sprint 2 IBM will work with Client to create a pilot deployment plan.

The Cloud Service requires that Client provides:

- Use Case identification, appropriate technologies, and data and architecture decisions based on the results from prior Watson Expert Services engagements or equivalent;
- Attendance of technical SMEs throughout the Cloud Service, and relevant stakeholders during the Sprint 2 playback (Activity 4); and

- Separately acquired entitlements to the necessary Watson APIs.

The IBM Watson Expert Services – Build entitlements and scope consist of:

- A prototype planning workshop with Client's development team for establishing the scope of the specific project; and
- Limitations and restrictions required by different technologies, specified to ensure prototype viability and success. The scope will adhere to general restrictions and limitations set for key technologies that may be employed in this project.

Activities to be Performed

This Cloud Service includes the following Activities:

Activity 1 – Build Module Kickoff Meeting

IBM will facilitate a 60-90 minute remote kickoff meeting to review inputs, people, data, schedule, and other prerequisites necessary to run a successful project.

Activity 2 – Prototype Planning Session

IBM and Client will review inputs necessary to demonstrate the "to be" User Scenario from a functional prototype in a one (1) day face-to-face meeting. These inputs must be prepared in prior Watson Expert Services engagements and are Client responsibilities. In addition, IBM will share standard project methods and plans to formalize a plan for the prototype.

Activity 3 – Sprint 1

IBM will review activities completed to date and provide corrective guidance, if required, with respect to the IBM Watson prototype development. The sprint will occur during a two (2) week period. The initial support will be face-to-face for three (3) days to begin the development. The remainder of Sprint 1 support will be conducted remotely.

Activity 4 – Sprint 2

IBM and Client will incorporate feedback from Sprint 1 to enhance the prototype during the one (1) week sprint. The iterative creation of the prototype aligns the project team and stakeholders with end user expectations. IBM and Client will also create a pilot deployment plan. Sprint 2 will be supported remotely, and the Sprint 2 playback will be held at an IBM location.

Activity 5 – Project Management

IBM and Client will provide project management for their respective responsibilities. This activity will provide: technical direction and control of IBM personnel, a framework for project planning, communications, reporting, procedural and contractual activity.

1.1.6 IBM Watson Expert Services – Deploy

This Cloud Service advises Client on deploying a pilot IBM Watson solution in the format of an enablement session, followed by IBM support during three (3) remote sprints of Client led Watson pilot implementation. Each sprint will conclude with a playback that will present progress and a plan for the next sprint.

Client should have previously completed the following IBM Watson Expert Services – Design, IBM Watson Expert Services – Learn, IBM Watson Expert Services – Plan and IBM Watson Expert Services – Build, or equivalent.

This Cloud Service requires that Client provides:

- A defined statement of scope, business process flows, Use Cases, Personas, Solution Architecture defining the scope of the Watson technologies to be used in the solution, and experience with Watson technology;
- Attendance of technical SMEs throughout the Cloud Service, and relevant stakeholders during the Read Out; and
- Separately acquired entitlements to the necessary Watson APIs.

During IBM Watson Expert Services – Deploy, IBM will conduct a deployment enablement session with the Client's Development Team. This session will validate the User Scenario, architecture, and prototype (if available), including definition of high-level functional and non-functional requirements. This Cloud

Service will focus on the deployment of IBM Watson API service components as well as their integration into the pilot solution.

Activities to be Performed

This Cloud Service includes the following Activities:

Activity 1 – Watson Expert Services Deploy Kickoff Meeting

IBM will conduct a 60-90-minute remote kickoff meeting to review inputs, people, data, schedule, and other prerequisites necessary to run a successful project. The kickoff meeting will occur a minimum of two (2) weeks prior to the start of the project, with all resulting prerequisites completed one (1) week prior to Sprint 0.

Activity 2 – Sprint 0 – Deployment Enablement

IBM and Client will review inputs necessary to demonstrate business and user goals within a functional pilot. IBM will share standard project methods and plans to formalize initial sprints for the pilot, should a plan not exist from prior IBM Watson Expert Services Cloud Services. Sprint 0 lasts for a duration of two (2) weeks.

Activity 3 – Sprint 1 – Deployment Checkpoint One

IBM will review actions completed to date and provide corrective guidance, if required, with respect to the IBM Watson pilot deployment. The support will occur during the second week of the two (2) week sprint.

Activity 4 – Sprint 2 – Deployment Checkpoint Two

IBM and Client will incorporate feedback from Sprint 1 to enhance the pilot during this two (2) week sprint. The iterative creation of the prototype aligns the project team and stakeholders with end user expectations. Accuracy, precision, and reliability will be priorities, as well as preparation for any operational requirements for deployment. Sprint 2 will be supported by IBM during the second week of the sprint.

Activity 5 – Sprint 3 – Deployment Review

IBM will support Sprint 3 remotely by incorporating Sprint 2 feedback and reviewing deployment readiness of the pilot solution. Sprint 3 is two (2) weeks in duration.

Activity 6 – Project Management

IBM and Client will provide project management for their respective responsibilities. The purpose of this activity is to provide technical direction and control of IBM personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity

1.1.7 IBM Watson Expert Services – On Demand Consulting (Standard)

IBM Watson Expert Services On Demand Consulting provides Client with access to IBM's cognitive expert resources remotely on a supplemental basis, during all phases of a project lifecycle for a period of three (3) months after the Client is onboarded to the IBM Support Portal.

This Cloud Service includes:

- a. Unlimited Q&A to Watson Experts through requests submitted via the IBM Support Portal for five (5) users; and
- b. Access to the On Demand Consulting Watson Academy On-line Course.
- c. Periodic On Demand Consulting Newsletter; and

Three (3) hours of mentoring time that can be used remotely for consulting activities as requested by Client during the term of this Cloud Service. The scope of work to be performed during this activity as well as the dates shall be mutually agreed to by both parties in writing prior to the rendering of the service. SME mentoring time can be used all at once or for multiple activities but must be scheduled in a minimum of thirty (30) minute blocks. SME mentoring time is non-refundable and will expire at the end of the three (3) month term. This Cloud Service is focused on assisting Clients working with the following generally available (not 'deprecated', 'experimental', or 'beta') products:

- Watson APIs Watson Studio, Watson Knowledge Catalog, and Analytics Engine
- Watson Business Solutions

This Cloud Service aims to assist across a broad range of topics including:

- Solution Architecture
- Deployment planning
- Operational best practice
- Upgrade or Migration assistance
- API Mentoring
- Diagnostic coaching
- Testing / Performance tuning guidance
- Knowledge / Skill Sharing / Mentoring
- Existing / Legacy Solution Maintenance

The Cloud Service will be provided for up to five (5) authorized users nominated by Client.

This Cloud Service does not replace the role of the IBM Support organization which should continue to be the handler for technical problems. Technical incidents are out of scope of this Cloud Service. IBM will make available the IBM software as a service support guide which provides technical support contact information and other information and processes for specific products.

IBM will make commercially reasonable efforts to respond within sixteen (16) standard service hours (two (2) business days) between the hours of 8:00 AM and 5:00 PM Monday to Friday at the work location of the IBM personnel, excluding local holidays. Questions considered out of scope will be processed with guidance on the most appropriate alternative route for the customer to obtain the required assistance. This Cloud Service is available in English only.

1.1.8 IBM Watson Expert Services – On Demand Consulting (Premium)

IBM Watson Expert Services On Demand Consulting provides the Client with access to IBM's cognitive expert resources remotely on a supplemental basis, during all phases of a project lifecycle for a period of three (3) months after the Client is onboarded to the IBM Support Portal.

This Cloud Service includes:

- a. Unlimited Q&A to Watson Experts through requests submitted via the IBM Support Portal for ten (10) users;
- b. Access to the On Demand Consulting Watson Academy On-line Course;
- c. Periodic On Demand Consulting Newsletter;
- d. Weekly Interlock calls, lasting no longer than one (1) hour, hosted by IBM to discuss Client project(s), questions, concerns, as well as potential services; and
- e. Forty- eight (48) hours of mentoring time to be used for activities as requested by Client during the term of this Cloud Service. The scope of work to be performed during this activity as well as the dates and location (remotely delivered or at an IBM location) shall be mutually agreed to by both parties in writing prior to the rendering of the service. SME mentoring time can be used all at once or for multiple activities but must be scheduled in a minimum of eight (8) hour blocks when at an IBM location or one (1) hour blocks for remote. SME mentoring time is non-refundable and will expire at the end of the three (3) month term.

This Cloud Service is focused on assisting Clients with working with the following generally available (not 'deprecated', 'experimental', or 'beta') products:

- Watson APIs, Watson Studio, Watson Knowledge Catalog, and Analytics Engine
- Watson Business Solutions

This Cloud Service aims to assist across a broad range of topics including:

- Solution Architecture
- Deployment planning
- Operational best practice
- Upgrade or Migration assistance
- API Mentoring

- Diagnostic coaching
- Testing / Performance tuning guidance
- Knowledge / Skill Sharing / Mentoring
- Existing / Legacy Solution Maintenance

This Cloud Service will be provided for ten (10) authorized users nominated by Client.

This Cloud Service does not replace the role of the IBM Support organization which should continue to be the handler for technical problems. Technical incidents are out of scope of this Cloud Service. IBM will make available the IBM Software as a service support guide which provides technical support contact information and other information and processes for specific products.

IBM will make commercially reasonable efforts to respond within sixteen (16) standard service hours (two 2 business days) between the hours of (8:00 AM and 5:00 PM Monday to Friday at the work location of the IBM personnel, excluding local holidays. Questions considered out of scope will be processed with guidance on the most appropriate alternative route for the customer to obtain the required assistance. The Cloud Service is available in English only.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the attached DPA Exhibit applies and supplements the Agreement, if and to the extent the current European General Data Protection Regulation applies to personal data provided by the Client.

3. Service Levels and Technical Support

The following terms apply to the IBM Watson Expert Services – On Demand Consulting (Standard) Cloud Service and to the IBM Watson Expert Services – On Demand Consulting (Premium) Cloud Service.

IBM will make commercially reasonable efforts to respond within 16 standard service hours (two (2) business days) between the hours of 8:00 AM and 5:00 PM Monday through Friday at the work location of the IBM personnel, excluding local holidays. Questions considered out of scope will be processed with guidance on the most appropriate alternative route for the Client to obtain the required assistance. The Cloud Service is available in English only.

4. Entitlement and Billing Information

4.1 Charge Metrics

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

- Engagement is a professional or training service related to the Cloud Services.

4.2 Remote Services Charges

A remote service will expire 90 days from purchase regardless of whether the remote service has been used.

5. 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.

5.1 Materials

Materials created by IBM in the performance of these offerings and delivered to Client (excluding any preexisting works on which those materials may be based) are works made for hire, to the extent permitted under applicable law, and are owned by Client. Client grants to IBM an irrevocable, perpetual, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on those materials.

5.2 Feedback

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.

5.3 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.

5.4 Deliverables

The following items will be delivered to Client. All items will be delivered in soft copy format.

Client will own the copyright in Project Materials.

5.4.1 Deliverables for IBM Watson Expert Services – Design (Section 1.1.1)

Item to be delivered	Purpose and Content	Deliverable Type
Design Workshop Read Out*	<p>Read out in a presentation format that summarizes the workshop exercises and their findings. The read out will include a synthesis of the following:</p> <ul style="list-style-type: none"> • Empathy maps for target users; • "As is" scenarios; • Ideation and needs statements for target users; • "To be" scenarios for target users; • Prioritization of up to three (3) "to be" scenarios aligned to IBM Watson cognitive capabilities; and • High-level roadmap to implement the up to three (3) "to be" scenarios. 	Project Material

*Includes IBM Existing Works.

5.4.2 Deliverables for IBM Watson Expert Services – Learn (2 day) (Section 1.1.2)

Item to be delivered	Purpose and Content	Deliverable Type
Prerequisites Document Template*	The Prerequisites Document Template will be presented and reviewed during the kickoff session. Client is expected to complete the document as instructed prior to the engagement.	Project Material
Learn Workbook*	Consists of critical details of the engagement and captures all the action items identified and accomplished as part of the Learn session.	Project Material
Learn Module Feedback Summary*	Document Feedback from Client SMEs and stakeholders on their experience with Watson technologies and provide recommended next steps for the Client.	Project Material

*Includes IBM Existing Works.

5.4.3 Deliverables for IBM Watson Expert Services – Learn (4 day) (Section 1.1.3)

Item to be delivered	Purpose and Content	Deliverable Type
Prerequisites Document Template*	The Prerequisites Document Template will be presented and reviewed during the kick off session. Client is expected to complete the document as instructed prior to the engagement.	Project Material
Learn Workbook*	Consists of critical details of the engagement and captures all the action items identified and accomplished as part of the Learn session	Project Material
Learn Module Feedback Summary*	Document Feedback from Client SMEs and stakeholders on their experience with Watson technologies and provide recommended next steps for the Client.	Project Material

*Includes IBM Existing Works.

5.4.4 Deliverables for IBM Watson Expert Services – Plan (Section 1.1.4)

Item to be delivered	Purpose and Content	Deliverable Type
Content Inventory Template*	Documents the metadata that describes the content used by actors in the business process. This metadata is used to determine solution implementation and operational requirements on the Solution Architecture.	Project Material
Solution Architecture Workbook Template*	A predefined set of templates that documents the structure of a solution (business scope, to-be process flows, logical component model, High Level Operational Model, component interaction diagrams, risks, issues), a Viability Assessment, and a Development Roadmap. This set of templates is in the form of MSWord, MS Powerpoint, MSEXcel or JPG suited to the type of information to be captured.	Project Material
Workshop Read Out Summary Presentation Template*	A pro forma read out presentation template in MS PPT format that is used to guide the creation of the readout presentation by the development team.	Project Material

*Includes IBM Existing Works.

5.4.5 Deliverables for IBM Watson Expert Services – Build (Section 1.1.5)

Item to be delivered	Purpose and Content	Deliverable Type
Kickoff Meeting Agenda*	Plan for the three (3) day session. Plan will include the agenda, participants and any prerequisites.	Project Material
Prototype Planning Session Agenda*	Agenda for the session, including timings, and responsibility to present information such as Use Cases or architecture.	Project Material
Build Module Prerequisite Templates*	Prerequisites to ensure a successful four (4) week engagement. Prerequisites include User Scenario Document, Detailed Use Case Document, Requirements Traceability Document and the Architecture Macro Design Document.	Project Material
Prototype Planning Session Report*	Document the findings from the session. The report will include requirements, architecture, dependencies and assumptions.	Project Material
Prototype Implementation Plan*	Baseline activities for implementing a solution against Watson APIs. This implementation plan is activity and methodology centric.	Project Material
Sprint Checkpoint Report*	A living report that documents interactions between IBM and Client development team to capture decisions and feedback.	Project Material
Pilot Deployment Plan*	Plan for the next phase of the engagement, a deployable pilot that builds on the prototype.	Project Material

*Includes IBM Existing Works.

5.4.6 Deliverables for IBM Watson Expert Services – Deploy (Section 1.1.6)

Item to be delivered	Purpose and Content	Deliverable Type
Watson Expert Services Deploy Prerequisites*	Prerequisites to ensure a successful engagement. Prerequisites include Use Cases, User Scenarios, and architecture for the proposed solution.	Project Material
Supporting Methodology Documents (As Appropriate) *	Based on prior Expert Services modules, certain Use Case Scenario, Solution Design Documents, User Scenario, and other documents may be useful to aid the engagement. Documents will be provided on an as available basis	Project Material
Template Implementation Plan*	Baseline activities for implementing a solution against Watson APIs. This implementation plan is activity and methodology centric.	Project Material

*Includes IBM Existing Works.

5.5 Definitions

Content – Content is as defined in the Cloud Services Agreement, Client Relationship Agreement, or General Terms for Cloud Services, as applicable, and 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.

Development Roadmap – A set of high level development tasks describing what is required to implement a solution and/or address areas of concerns, and their associated interdependencies to be used as input to the creation of a detailed development plan.

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"). Examples of an Existing Licensed Work could include IBM Watson and IBM Content. IBM is the exclusive owner of Existing Works. Existing Works include modifications or enhancements made to the delivered items of this Cloud Service.

High Level Operational Model – A definition of the interconnections and interactions between the IT systems involved in a solution. Identifies the physical boundaries and serves as a context for identifying non-functional requirements of a solution.

IBM Cloud – IBM Cloud is the cloud platform in which Client deploys applications that Client develops with Watson Developer Cloud services.

IBM Design Thinking – IBM Design Thinking is a framework for teams to understand and deliver great user outcomes at the speed and scale of the enterprise. Using IBM Design Thinking begins with a focus on user outcomes, a multidisciplinary team, and a spirit of restless reinvention. IBM has put these pieces together in a powerful behavioral model and a set of key practices to scale design thinking to even the most complex projects.

IBM Watson – An IBM analytics 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 of or, modifications or enhancements to the foregoing.

Persona – A prototypical description of an individual who acts in a particular set of roles relative to a business process within an enterprise. These are also known as an **actor** or **target user**. This description captures the essence of the individuals involved in the provided business processes. This essence includes topics such as: the scope of business responsibility and goals, their mode of work (e.g. works in office, travels).

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

Proof of Concept – A Proof of Concept (POC) is an activity where the objective is to demonstrate feasibility of the application of a technology (or set of technologies) to meet a desired business outcome. A POC is not an end-to-end solution but produces enough demonstrable artifacts for positive confirmation that the technology with appropriate assumptions, *could* meet a desired business outcome. A POC differs from a Proof of Technology (POT) in that a POC will use actual business content (e.g., an actual business-related Use Case) as the basis for the POC.

Solution Architecture – A description of the structure, interaction and requirements of the IT components that support discrete and focused business operation or activity for an enterprise.

Use Case – A set of actions, events or steps, typically between an actor and a system, to achieve an intended outcome. The actor can be a human or other external system.

User Scenario – An end to end description of the end-user's interaction with the IBM Watson solution 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.

Viability Assessment – A review of the Solution Architecture focused on determining the feasibility of building the solution defined. Provides a list of issues and potential mediation actions for any identified problem areas.

Data Processing Addendum Exhibit

This Data Processing Addendum Exhibit (DPA Exhibit) specifies the DPA for the following services:

- IBM Watson Expert Services – Design
- IBM Watson Expert Services – Learn (2 day and 4 day)
- IBM Watson Expert Services – Plan
- IBM Watson Expert Services – Build
- IBM Watson Expert Services – Deploy
- IBM Watson Expert Services – On Demand Consulting (Standard and Premium)

1. Processing

IBM will process Client Personal Data for the Service, as described in the SD and as supplemented and specified by this DPA Exhibit.

1.1 Processing Activities

The processing activities for Client Personal Data are:

- Combines
- Deletes
- Hides
- Obscures
- Parses
- Reads
- Receives
- Sends
- Shares
- Stores
- Transforms
- Updates

2. Client Personal Data

2.1 Categories of Data Subjects

- Client's employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)
- Client's affiliates employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)
- Client's (potential) customers (if those (potential) customers are individuals)
- Client's business partners (if those business partners are individuals)
- Client's visitors
- Client's suppliers and subcontractors (if those suppliers and subcontractors are individuals)
- Client's agents, consultants and other professional experts (contractors)

The list set out above is information about the Categories of Data Subjects whose Personal Data generally can be processed within the Service. Given the nature of the Services, Client acknowledges that IBM is not able to verify or maintain the above list of Categories of Data Subjects. Therefore, Client will notify IBM about any required changes of the list above by email. IBM will process Personal Data of all Data Subjects listed above in accordance with the Agreement. If changes to the list of Categories of

Data Subjects require changes of the agreed Processing, Client shall provide Additional Instructions to IBM as set out in the DPA.

2.2 Types of Personal Data and Special Categories of Personal Data

2.2.1 Types of Personal Data

The following list sets out what Types of Client Personal Data generally can be processed within the Service:

- Capabilities and Qualifications of the Individual
 - Profession and Employment Information
- Characteristics of the Individual
 - Opinion
 - Personal Preference and Interest
- Habits and Activities of the Individual
 - Behavior
 - Consumed Resources
- Identity of the Individual
 - Individual
 - Online Access and Authentication Credentials
 - Online Connection and Network Connectivity Data
 - Online Identifier
 - Person Name
 - Technology Identifiers

2.2.2 Special Categories of Personal Data

The Special Categories of Client Personal Data generally can be processed within the Service is:

- None.

2.2.3 General

The lists set out in sections 2.2.1 and 2.2.2 above are information about the Types of Client Personal Data and Special Categories of Client Personal Data generally can be processed within the Service.

Given the nature of the Services, Client acknowledges that IBM is not able to verify or maintain the above lists of Types of Client Personal Data and Special Categories of Client Personal Data. Therefore, Client will notify IBM about any required changes of the lists above by email. IBM will process all Types of Client Personal Data and Special Categories of Client Personal Data listed above in accordance with the Agreement. If changes to the lists of Types of Client Personal Data and Special Categories of Client Personal Data require changes of the agreed Processing, Client shall provide Additional Instructions to IBM as set out in the DPA.

3. Technical and Organizational Measures and Allocation of Responsibilities

The technical and organizational measures (TOMs), including each party's area of responsibility, applicable to the Service shall be determined at the project start. Client confirms its obligation to implement appropriate TOMs within its own area of responsibility as set out above or as required by applicable Data Protection Laws.

4. Deletion and return of Client Personal Data

Client will be able to delete and/or make a copy of Client Personal Data until the expiration or termination of the Service. IBM will delete all Client Personal Data at the end of the Service.

5. International Data Transfer

- None.

6. Data Privacy Officer and Other Controllers

Client is responsible for providing complete, accurate and up-to-date information about its data privacy officer and each other Controllers (including their data privacy officer) by email.

7. IBM Privacy Contact

The IBM privacy contact can be contacted at DPA.Help.project@uk.ibm.com.