

Service Description

IBM Watson Business Solutions – Compliance Assist

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

1. Acceleration 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 the "Definitions" section of this document.

1.1 Services

The Client may select from the following available services.

1.1.1 IBM Watson Business Solutions – Compliance Assist

The Cloud Service is designed to deliver a Watson technology-based Compliance Assist solution (Solution) allowing end-users to understand legal contracts quickly and develop actionable insights from contract clauses identified by IBM Watson Discovery Service Element Classification. Contract elements may include the nature of clauses (rights, obligations, definitions), the parties involved (buyer or seller), and the topic categories (intellectual property, delivery) within the document.

The Solution will consist of:

- a. An interface allowing users to upload their documents, view tagged elements within a contract, and compare contract elements side-by-side.
- b. Search functions finding specific contracts and elements within the collection.
- c. Configure IBM Watson to meet the requirements of the User Scenario.

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

- a. IBM Watson Discovery Service Element Classification (Element Classification)
- b. 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.

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

- a. Ingestion of up to 200 documents to address user's business case;
- b. Training of up to five (5) domain-specific entities in Watson Knowledge Studio;
- c. The Solution will be stand-alone with no integration to Client systems;
- d. The Watson Business Solution Assets will be deployed and configured in IBM Cloud;
- e. The Solution will not include Personal Identifiable Information (PII); and
- f. The Solution will be configured in English language only.

1.1.2 Activities to be Performed

This Cloud Service includes the following activities:

Activity 1 – Prepare

Under this activity, the following tasks will be performed.

Task 1 – Pre-Kickoff

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

Task 2 – Kickoff

IBM and Client will validate the User Scenario and review the high-level Compliance Assist Concept Document that supports 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.

Task 3 – Content Collection

Client will collect Content to be ingested by the Solution to satisfy the User Scenario.

Task 4 – 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.

Task 5 – Initialize IBM Watson Services and Asset(s)

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

Task 6 – Checkpoint

IBM will assess the Client readiness to move to the "Execute" activity. During the Checkpoint meeting, Client will present the deliverables resulting from the "Prepare" activity 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.

Task 1 – Configure Solution Asset(s)

IBM will configure the UI application to display customer specifications defined in the "Prepare" activity.

Task 2 – Configure Compliance Assist Content and Search

IBM will ingest Client content into the Solution and configure the ingestion pipeline of the Solution to convert, enrich, and normalize Client Content. Client will provide all necessary information for IBM to configure the conversion, enrichment, and normalization pipeline within the Solution.

Task 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 the "Prepare" activity. Results generated by the Annotator Component will be evaluated against a test set of documents.

Task 4 – Iterative Teach, Test, and Calibration

IBM and Client will iteratively teach, test, and calibrate the Compliance Assist Solution to improve the user's ability to gain data Insight pertaining to the User Scenario.

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 users, for a term of 60 days, beginning at the conclusion of the "Read Out" activity. During this time, the Client will be entitled to ask technical questions to Watson Experts via the IBM Support Portal. On Demand Consulting is delivered in English only.

Activity 5 – Project Management

IBM will provide project management for its responsibilities in this Cloud Service.

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

No Service Level Agreement or Technical Support is available for this Service Description.

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 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.

Element Classification Enrichments – Element Classification, available in IBM Watson Discovery Service, is an enrichment that parses the text field of the ingested content with semantic information specific to governing documents for which Element Classification has already been trained (services procurement contracts and US regulations).

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 Discovery Service** and **IBM Watson Knowledge Studio** are IBM branded offerings delivered as a cloud service 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.

Instance – Refers to a specific configuration of an IBM Watson Service. Configurations are made available as a Cloud Service and are subject to the IBM Cloud Subscription.

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-user's interactions with IBM Watson 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 Compliance Assist and definition of 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 Compliance 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 Compliance Assist Concept Document. Watson Business Solution Assets consist of the User Interface, Service Manager, and Database. Watson Business Solution Assets are IBM Existing Works.

5.2 Services 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.

5.3 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 (soft copy unless otherwise specified)
Compliance Assist Concept Document Template	The Compliance Assist Concept Document Template will be used and filled out by the Client to establish the scope and Plan for the project.	IBM Existing Work	One (1) soft copy document
Entity Dictionary Template	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
Initial Project Plan *	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
Watson Business Solution User Interface Asset	Source for the Compliance Assist User Interface asset	IBM Existing Work	Will be made available for download
Watson Business Solution Service Manager	Source code for the Compliance Assist Service Manager asset	IBM Existing Work	Will be made available for download
Watson Business Solution Database	Source code for the Compliance Assist Database asset	IBM Existing Work	Will be made available for download

* Includes IBM Existing Works.

5.4 Licenses Granted

5.4.1 License to Existing Works

To the extent that Existing Works are embedded in any Project Materials or, subject to "License to Watson Business Solution Assets" and "License to Watson Business Solution Assets" sections, 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.

5.4.2 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.

5.4.3 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.

Data Processing Addendum Exhibit

This Data Processing Addendum Exhibit (DPA Exhibit) specifies the DPA for the identified Service:

- IBM Watson Business Solutions – Compliance Assist

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 about 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:

- a. Capabilities and Qualifications of the Individual
 - Profession and Employment Information
- b. Characteristics of the Individual
 - (1) Opinion
 - (2) Personal Preference and Interest
- c. Habits and Activities of the Individual
 - (1) Behavior
 - (2) Consumed Resources
- d. Identity of the Individual
 - (1) Individual
 - (2) Online Access and Authentication Credentials
 - (3) Online Connection and Network Connectivity Data
 - (4) Online Identifier
 - (5) Person Name
 - (6) Technology Identifiers

2.2.2 Special Categories of Personal Data

The following list sets out what Special Categories of Client Personal Data generally can be processed within the Service.

- None

2.2.3 General

The lists set out in the sections above are information about the Types of Client Personal Data and Special Categories of Client Personal Data that 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's 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.