

Service Description

IBM Watson Decision Platform for Agriculture

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

This Cloud Service provides a foundation for better data-driven decisions by ingesting, transforming, analyzing, persisting and distributing data in a deeply integrated manner for multiple uses in Agribusiness. This Cloud Service may use application program interfaces (APIs) and iOS-, Android- and web-based Applications that enable Client to receive Data. "Data" means weather data, and agriculture data, delivered via the Cloud Service (including without limitation forecasts, maps, tables, reports, alerts and graphs).

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Watson Decision Platform for Agriculture – Foundation

This Cloud Service enables Client to access agriculture related analytics. The Cloud Service includes the ability to perform geospatial analytics combining data such as satellite imagery, weather, supported data provided by Clients from combines, tractors, sprayers, soil sensors and more to provide agricultural insights.

1.1.2 IBM Watson Decision Platform for Agriculture – Crop Forecast

This Cloud Service provides agricultural analytics, including crop identification and crop acreage determination as well as forecast of crop yield, for a country or region. Each unique region and crop form the basis for an analytic. Output may be delivered in tabular or spatial format, via a web portal, report or API, on a weekly basis during the respective crop and region growing season.

1.2 Optional Services

1.2.1 IBM Watson Decision Platform for Agriculture – IBM Field Level Yield Models Add-On

This Cloud Services provides IBM developed field-level crop yield forecasts for a variety of crops and geographies. IBM Watson Decision Platform for Agriculture – Foundation is a prerequisite to use IBM Field Level Yield Models Add-On.

1.2.2 IBM Watson Decision Platform for Agriculture – Third-Party Field Level Yield Models Add-On

This Cloud Service provides third-party developed field-level crop yield forecasts for a variety of crops and geographies. IBM Watson Decision Platform for Agriculture – Foundation is a prerequisite to use Third-Party Field Level Yield Models Add-On.

1.3 Acceleration Services

1.3.1 IBM Watson Decision Platform for Agriculture – Customization Services

This offering provides remotely delivered services to configure and customize the embedded analytics to make use of the Client's incoming supported data. The quantity of hours needed for the customization will be defined by IBM. Customization Services may include customized ingestion of supported Client data, ingestion of any external data required to support the Cloud Service, customization of the available analytics to make effective use of Client supplied and external data, and customization of the analytics to make the resulting insights available to the Client.

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://ibm.com/dpa/dpl> apply.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=E280FA904A4211E79342EA59690D4322>

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/>.

4. Charges

4.1 Charge Metrics

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

The following charge metrics apply to this Cloud Service:

- Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service. For the purposes of this Cloud Service, an Item is an Acre. An Acre is defined as 4,840 square yards (4,047 square meters) or 0.405 Hectare.
- Hour is the total number of hours of use, rounded up to the nearest hour, of 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 Enabling Software

Enabling software is provided to Client under the following terms:

Enabling Software	Applicable License Terms (if any)
Weather Company Operations Dashboard for Android	https://www-03.ibm.com/software/sla/sladb.nsf/displayLIs/11DE6B4E0088700C8525827F003B2CEB?OpenDocument

5.2 License

Client is granted a nonexclusive limited license solely to use, reproduce, and display the Data provided hereunder within Client's Enterprise for internal purposes only, conditioned on Client's compliance with the restrictions and conditions on usage of the Cloud Service and Data set forth herein.

Solely in the event Client creates a Third Party Facing Application as described in Section 5.3(j) below, Client shall be granted a nonexclusive limited license to redistribute the Data provided hereunder only as part of, and not separable from, the Third Party Facing Application, limited by the restrictions and obligations in such Section 5.3(j).

5.3 Restrictions on Usage

- a. Client may not change the specific weather information, data or forecasts contained or depicted in any part of the Data, and shall not otherwise edit, modify, alter or prepare derivative works (as defined by United States Copyright law) of the Data.
- b. Other than expressly permitted hereunder, Client may not redistribute the Cloud Service or Data.
- c. Client may not use the Cloud Service or Data to target or trigger advertising, serve advertising based on the Data being associated with the location of any user of a consumer facing technology (e.g., weather-triggered advertising).
- d. Client may not use the Data as part of any offering of any type emanating from a television or radio broadcast (e.g., over-the-air, cable, satellite) or subscription streaming service (e.g., Sling Television, Netflix, Hulu, Amazon Prime Video, HBO GO, or radio equivalent) delivered on, through or by any means or medium.
- e. Client shall i) use commercially reasonable efforts to prevent any portion of the Data from being collected or extracted from Client's computer systems, products or control ("Client's Custody") and ii) promptly notify IBM in writing of any known or reasonably suspected collection or extraction of Data from Client's Custody, and in such case, the parties shall discuss in good faith a commercially reasonable plan for Client to mitigate any such activity and prevent any reoccurrence. In the event the parties are unable to agree upon such a plan, Client shall promptly delete all Data from Client's Custody.
- f. Client agrees that the APIs and related specifications and documentation are IBM confidential information and cannot be used or disclosed outside the terms of this SD.
- g. Client acknowledges IBM may change the style, form or content of, and eliminate or discontinue segments of, the Data from time to time and at any time in its sole discretion; provided, IBM will include Client in its communications to similarly situated customers regarding material changes in the Data.
- h. Client acknowledges and agrees that results obtained by analyzing weather data are wholly advisory in nature and all actions and judgments taken with respect to the Data provided are Client's sole responsibility. Client acknowledges the inherent risk of relying upon the Data and weather forecasts provided hereunder.
- i. Client is responsible for, and IBM's license grant under this SD is conditioned on Client determining whether its use of the Data is permissible for Client's purposes (including, for example, any restrictions or requirements imposed for airplane navigation or public safety purposes), and to the extent necessary, obtaining, all necessary licenses, permits, approvals or authorizations from any governmental entity or agency in the country or countries in which it operates or uses the Data.
- j. When Client redistributes (including but not limited to displays, transmits, demonstrates, or otherwise conveys), the Data in any form or manner accessible by a third party (e.g. Client's customers, business partners or product end users) ("Third Party Facing Application"), Client agrees that:
 - (1) Client is prohibited from using the Data, directly or indirectly, as part of, or to create, a Third Party Facing Application the essential purpose of which is to provide current or forecast weather or atmospheric conditions or analysis thereof.
 - (2) IBM shall be the exclusive provider of weather and weather-related content and information for a Third Party Facing Application. Accordingly, (i) Client shall not display anywhere within a Third Party Facing Application any weather or weather related content other than the Data; and (ii) Client shall not include anywhere within a Third Party Facing Application any content

provided by any party whose primary line of business consists of the production, distribution or display of weather or weather related information, provided that, Client may include weather or weather related content received directly from any federal, state, or local government entities or agencies or any government-controlled entity. In addition, Client will not exhibit any advertisement for any weather service programming or content other than IBM or its affiliates (whether local, regional, national or international) in close proximity to the Data displayed in a Third Party Facing Application.

- (3) Client shall not imply, directly or indirectly that IBM provides, endorses, sponsors, certifies or approves of any other Content included within a Third Party Facing Application or any products or services advertised near the Data.

6. Overriding Terms

6.1 Content Use

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties:

IBM may use the Content to improve the Cloud Service.