

Service Description

IBM Garage for Watson

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 Services

IBM provides the following remotely delivered services. All services will be delivered at an IBM location unless otherwise specified. Capitalized terms not otherwise defined in the Agreement are defined in Section 5.4. Please note that IBM will endeavor to deliver these services in the local language where possible, but the default language used for their delivery is English.

1.1 Services

The Client may select from the following available services.

1.1.1 IBM Garage Design Thinking Workshop for Watson

This Cloud Service assesses the Client's business problem/Use Cases through a Design Thinking workshop for which they may separately consider building an application that leverages IBM Watson 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 Use Case.

During this Cloud Service, IBM conducts a IBM Design Thinking workshop that leverages a joint project execution team composed of IBM Cloud Garage and IBM Watson Expert and Delivery Services resources. The IBM Design Thinking workshop includes up to three people over a single week (up to 5-days) and a maximum of 96 person-hours at an IBM Garage or other IBM location. The IBM Design Thinking workshop Use Case is defined by discussion between Client and the IBM team prior to the workshop beginning.

During the hands-on workshop, IBM will help the 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.

The associated activities may include:

- Identification of users pain points;
- Definition of user Personas;
- Solution brainstorming;
- Identification of hypotheses & experiments;
- Definition of a Minimum Viable Product (MVP);
- Exploration of the technical Solution Architecture, including hybrid cloud architecture and potential integration points using IBM Cloud as the platform for the solution; and
- Creation of conceptual design using wireframes, if applicable.

The outcome of the Cloud Service is a Minimum Viable Product (MVP) project definition, a Development Roadmap to achieve the MVP, and identification of the associated Watson Services the Client would use to accomplish the MVP.

1.1.2 IBM Garage MVP Build for Watson

This Cloud Service provides a joint IBM Garage & Watson Expert and Delivery Services project execution team for a single week at an IBM Garage or other IBM location to rapidly build or enhance a Minimum Viable Product (MVP) on the IBM Cloud. The IBM team will be made up of the following roles with IBM deciding the level of effort required for each based on the defined scope of the MVP.

- IBM Developer(s) working as a paired programmer with Client developers, to assist the Client by providing IBM Cloud development consultancy;
- IBM Designer to assist the Client by providing User Experience Design / visual design consultancy;
- IBM Technical Lead to assist the Client by providing senior IBM Cloud development product consultancy;
- IBM Solution Architect for translating the client's business needs into tailored IBM Solutions;
- IBM Cognitive Engineer to work with the Client SMEs to train the Watson Service(s).

If the Cloud Service is performed during the first week of an MVP development project, an Inception activity will be conducted in which the IBM Garage project execution team and Client will come to agreement on a prioritized list of User Stories that will refine the scope of the MVP application. This list of User Stories will be captured in a team repository tool. The prioritization of the User Stories will be regularly reviewed and maintained in the team repository tool by the Client's Product Owner, in consultation with the IBM Garage Team.

The deliverable for the IBM Garage MVP Build is the mutually agreed upon set of User Stories and application artifacts delivered on IBM Cloud.

2. Data Processing and Protection Data Sheets

2.1 IBM Garage Design Thinking Workshop for Watson

No applicable Data Sheet for this Service Description.

Personal Data Processing

- This Service is not intended for the processing of Personal Data subject to either: i) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl>. Client is obligated to ensure, under its own responsibility, that no Personal Data that may be subject to either: i) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> will be provided in Content.
- In the event of a change, Client will notify IBM in writing and IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and an agreed upon DPA Exhibit will apply, be incorporated in the Agreement and prevail over conflicting terms in the Agreement.

2.2 IBM Garage MVP Buildfor Watson

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)) attached to this SD 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.

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 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.

5.2 Deliverables

The items to be delivered to the Client are Project Materials. Project Materials will be provided in soft copy format.

Client will own the copyright in Project Materials.

5.3 Licenses Granted

5.3.1 License to Existing Works

To the extent that Existing Works are embedded in any Project Materials or in items delivered to Client 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 Definitions

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.

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"). 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 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 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. For the purpose of this Cloud Service, the IBM branded offerings delivered as cloud services and that are a subset of IBM Watson include but are not limited to: **IBM Watson Assistant, IBM Watson Discovery, IBM Watson Knowledge Studio, IBM Watson Studio, IBM Watson Knowledge Catalog, and Watson Machine Learning.**

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.

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.

Data Processing Addendum Exhibit

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

- IBM Garage MVP Build for Watson

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 with regard to 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 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 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.