

## IBM Cloud Additional Service Description

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### IBM Cloud Garage Services Direct and IBM Watson Expert Services – Direct

Except as noted below, the terms of the IBM Cloud Service Description apply.

#### 1. Cloud Service Description

IBM provides the following remotely delivered services, which for the purpose 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 Section 7.

##### 1.1 IBM Cloud Garage Services Direct Design Thinking Workshop

This service assesses the Client's business problem/use cases through a Design Thinking workshop for which they may consider building an application that leverages IBM Cloud services or other IBM solutions.

During this service, IBM conducts an IBM Design Thinking workshop. IBM Design Thinking takes the best industry recognized design methods, adds three core practices – hills, sponsor users, and playbacks – and applies knowledge from real development with real users at IBM's worldwide IBM Cloud Garage locations.

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 Cloud Garage or other IBM location. The IBM Design Thinking workshop use case is defined by discussion between Client and the IBM team. The associated activities are as follows:

- Identify users' pain points.
- Define user personas.
- Brainstorm on solutions.
- Identify hypotheses & experiments.
- Define Minimum Viable Product (MVP).
- Explore technical solution architecture, including hybrid cloud architecture and potential integration points using IBM Cloud as the platform for the solution.
- Create conceptual design using wireframes, if applicable.

IBM assumes the following prerequisites to properly deliver the service:

- Client provides: Architect, business & IT leaders, product manager.
- IBM provides: User experience leader, solution architect/technical Leader.
- Client has an "Idea" or "Project" identified and has reviewed the opportunity with IBM.

The outcome of the workshop is an agreed upon hypothesis and an MVP project definition.

Deliverable for the IBM Cloud Garage Services Design Thinking service is a workshop outcomes deck. The workshop outcomes deck captures the main idea, themes and insights of the workshop, documents artifacts and key decisions, and explains how the team arrived at the final proposed MVP statement. IBM will deliver one softcopy of this document in pdf format.

##### 1.2 IBM Cloud Garage Services Direct Prepare and Plan

This service examines Client's potential use cases and proposes how to configure its IBM Cloud environment for adoption.

During this service, IBM works with the Client to identify current and future goals for use of their IBM Cloud environment and provides a plan to configure that environment to best support key use cases. The service consists of two (2) sessions which are conducted back-to-back in a single week (up to five days, maximum 40 person-hours) at an IBM Cloud Garage or other IBM location. It consists of an initial application discovery session to examine the customer use cases and determine necessary platform requirements/capabilities and an application architecture session to develop an architecture, including topics such as DevOps, networking, security, and integrations. The results are captured in a high-level application architecture document along with a high-level implementation plan.

IBM assumes the following prerequisites to properly deliver the service:

- Client team provides: Architect, business & IT leaders, product manager.
- IBM Team provides: Solution Architect.
- Client has defined use case(s).

Deliverable for the IBM Cloud Garage Services Prepare and Plan is a softcopy document describing the architecture topology and recommendations. The workshop does not include the actual updating of the IBM Cloud environments.

### **1.3 IBM Cloud Garage Services Direct MVP Build-up**

This service provides an IBM Cloud Garage project execution team (four or more persons) for a single week at an IBM Cloud Garage or other IBM location and consists of:

- two IBM Cloud Garage Developers working as paired programmers with Client developers or with themselves, maximum of 80 person-hours, who will assist the Client by providing IBM Cloud development consultancy;
- one IBM Cloud Garage Technical Lead for a maximum of 24 person-hours, who will assist the Client by providing senior IBM Cloud development product consultancy; and
- one or more IBM Cloud Garage Designer(s) for a maximum of 32 person-hours, who will assist the Client by providing User Experience Design / visual design consultancy.

This service has a mandatory dependency for each Client project:

- The IBM Cloud Garage Services Design Thinking service must be completed in advance of the commencement of each project engagement.

If the service is the first week of an MVP development project, an Inception activity will be conducted in which the IBM Cloud 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 Cloud Garage Team.

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

### **1.4 IBM Cloud Garage Services Direct Architectural Consultancy**

This service provides one IBM Cloud Garage Architect for one week, maximum of 40 person-hours, of architectural advisory consulting in support with the deployment of IBM Cloud at an IBM Cloud Garage or other IBM location. The IBM Cloud Garage Architect will provide thought leadership, advice and guidance as to the structure and high-level principles and good working practices associated with the deployment of IBM Cloud in the context of enterprise hybrid environments.

This service does not have hardcopy or softcopy deliverables.

### **1.5 IBM Cloud Garage Cloud-Native Developer Bootcamp Direct**

This service provides one instructor for one contiguous week, maximum of 40 person-hours, of training services for up to twelve people at an IBM Cloud Garage or other IBM location. The training is a combination of lecture and hands on practice focused on learning IBM Cloud developer skills. The training class will consist of a subset of the following topics selected and coordinated mutually with the Client and IBM Cloud Garage team:

- Identify the key features, practices, and architecture of cloud – native applications
- Describe the concept of twelve-factor applications and microservices
- Describe the role of devOps in cloud application development
- Identify the steps to deploy cloud-native applications on IBM Cloud

This service does not have hardcopy or softcopy deliverables.

## 1.6 IBM Cloud Garage Developer Bootcamp Direct

This service provides one instructor for two contiguous weeks, maximum of 80 person-hours, of training services for up to twelve people at an IBM Cloud Garage or other IBM location. The training is an immersive bootcamp designed for developers who want to learn the IBM Cloud Garage Method for software product development. The training begins with an IBM Design Thinking mini-session and an overview of Lean Startup and Extreme Programming. Bootcamp participants then complete an Inception Workshop and multiple daily iterations of pair programming, refactoring, test-driven development, continuous integration and continuous delivery to develop and deliver working code.

This service has two mandatory dependencies. Each student must have an active IBM Cloud account and an account at Sauce Labs.

This service does not have hardcopy or softcopy deliverables.

## 1.7 IBM Watson Expert Services – Direct Learn (2 Day)

This Cloud Service provides enablement services related to Watson Data & AI Services available on IBM Cloud to the Client through a two (2) 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 Subject Matter Experts (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 – Direct 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 the IBM SMEs.

### 1.7.1 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 the Client prerequisites that need to be completed prior to the start of Activity 2.

#### Activity 2 – Learn Session

IBM will provide the two (2) 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.

## 1.8 IBM Watson Expert Services – Direct Learn (4 Day)

This Cloud Service provides four (4) days of enablement services related to Watson Data & AI Services available on IBM Cloud to the Client thru 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 Subject Matter Experts (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 (4 Day) Cloud Service entitlements and scope consist of:

- A four (4) day (8 hours per day) Learn session including hands-on lab exercise, if appropriate; and
- Access to Watson standard practices and methodology developed by the IBM SMEs.

### 1.8.1 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 the Client prerequisites that need to 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.

### 1.9 IBM Watson Expert Services – Direct 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;
- b. Access to the On Demand Consulting Watson Academy On-line Course;
- c. Periodic On Demand Consulting Newsletter; and
- d. 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 16 standard service hours (2 business days) between the hours of eight (8) AM and five (5) 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.

### **1.10 IBM Watson Expert Services – Direct 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
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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 16 standard service hours (2 business days) between the hours of eight (8) AM and five (5) 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. Content and Data Protection

Client agrees that no Client personal data that is subject to European General Data Protection Regulations (GDPR) requirements will be provided to IBM under transactions for the IBM Cloud Garage Services Direct Design Thinking Workshop, IBM Cloud Garage Services Direct Prepare and Plan, IBM Cloud Garage Services Direct MVP Build-up, IBM Cloud Garage Service Direct Architectural Consultancy, IBM Cloud Garage Cloud-Native Developer Bootcamp Direct, IBM Cloud Garage Developer Bootcamp Direct and IBM Watson Expert Services – Direct Learn (2 Day).

In the event of a change, Client will notify IBM in writing and IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> will apply and supplements the Agreement. Additionally, IBM and Client will agree on a DPA Exhibit (as described in the DPA). The DPA Exhibit and, if applicable, a custom services DPA amendment will apply to this transaction.

For transactions including IBM Watson Expert Services – Direct Learn (4 day), IBM Watson Expert Services – Direct On Demand Consulting (Standard) and IBM Watson Expert Services – Direct On Demand Consulting (Premium), 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 Level Agreement

There is no service level agreement available with these services.

## 4. Entitlement and Billing Information

### 4.1 Charge Metrics

The following charge metric(s) apply to this service:

**Engagement** – An Engagement consists of professional and/or training services related to the Cloud Service. Client will be charged for each Engagement during the billing period.

## 5. Additional Terms

### 5.1 General

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 Ownership of Delivered Materials

Materials created by IBM in the performance of these offerings and delivered to Client (excluding any Existing 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.

## 6. Licenses Granted

### 6.1 License to Existing Works

To the extent that Existing Works are embedded in any Project Materials 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.

## 7. 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.

**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. IBM is the exclusive owner of Existing Works.

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

**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 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.

**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.

### Data Processing Addendum Exhibit

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

- IBM Watson Expert Services – Direct Learn (4 day)
- IBM Watson Expert Services – Direct On Demand Consulting (Standard)
- IBM Watson Expert Services – Direct On Demand Consulting (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 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](mailto:DPA.Help.project@uk.ibm.com).