

Service Description

IBM GRC Professional 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

1.1 Services

The Client may select from the following available service.

1.1.1 IBM OpenPages with Watson Solution Planning Service

This Service provides Client with access to IBM expertise, in partnership with the Client, to collaboratively plan for Client's initial deployment of IBM OpenPages with Watson on Cloud and the solution's roadmap.

Activity 1 – Project Kickoff Meeting

The Project Kickoff Meeting brings together key business and technology stakeholders to discuss the scope and objectives of the implementation and to provide guidance on project planning and potential phasing. Client subject matter experts will review current state applications and help document high-level functional requirements. The joint team will identify data sources and interfaces as well as key architectural elements of the project design.

IBM will conduct the Project Kickoff Meeting, typically for 3.5 days, on a mutually agreed to date at the commencement of Activity 1 to:

- Understand Client goals and objectives for the solution
- Review business & technical requirements for the solution
- Provide Standard Solution Review in the form of a demonstration
- Validate expected business outcome and success criteria
- Validate data sources and data readiness for business outcomes
- Validating budget and resource availability
- Define Client and IBM roles and responsibilities for the project

Activity 2 – Solution Planning Advisory and Assistance

As prioritized and defined in Activity 1, and as time permits, IBM will conduct and facilitate collaborative working sessions, review documentation and perform the following activities:

- Document Solution summary and requirement responses (from Kick-off)
- Define solution configuration efforts and customization assumptions
- Define solution testing and deployment efforts
- Define solution training efforts
- Define solution data migration and ingestion efforts
- Define effort resourcing (client and IBM)
- Developing a high-level solution roadmap, with proposed implementation phases and milestones

Activity 3 – Final Review

After completion of Activity 2 and as time permits, IBM will conduct a final review meeting with key stakeholders to ensure agreement and alignment on the solution planning results including:

- Conduct a final review of scope, findings and recommendations, and solution roadmap
- Discuss and align on a go-forward plan of next-step action items

The deliverables provided after the Final Review are:

- **Solution Assessment Summary:**
Documents the key topics reviewed and discussed, including high level project timeline, priorities, and a proposed solution approach.
- **Proposed Approach Schedule:**
High level effort estimates for the proposed solution approach documented in the Solution Assessment Summary.

This Service provides a maximum of 130 resource hours of IBM expertise which may include a solution architect, a practice area lead, a Cognos lead, a lead Consulting Engineer and a Project Manager for delivery of the solution planning engagement.

2. Data Processing and Protection Data Sheets

No applicable Data Sheet for this Cloud Service.

Personal Data Processing:

- a. 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://www.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://www.ibm.com/dpa/dpl> will be provided in Content.
- b. 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.

3. Service Levels and Technical Support

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

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 Activities 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 Additional Engagement Terms

Each Engagement purchased by the Client is based on the following key assumptions:

- a. The completion of the effort depends on the full commitment and participation of Client management and personnel.

- b. Client will complete a pre-engagement questionnaire to assist in suitable preparation by IBM prior to the Engagement.
- c. For estimation of subsequent IBM Cloud Services Engagements, the deliverables from this Service are valid for a period of 3 months.

5.3 Additional Client Responsibilities

- a. Client will provide access to Client systems and resources for IBM to perform activities requested by Client.
- b. Client will make appropriate personnel available to assist IBM in the performance of its responsibilities.
- c. Client will provide a person who will be the focal point for IBM communications relative to this Service and will have the authority to act on behalf of the Client in all matters regarding this Service.
- d. Client will ensure that staff is available to provide such assistance as IBM reasonably requires to provide the Service. Client will ensure that staff has the appropriate skills and experience. If any of staff fails to perform as required, Client will make suitable additional or alternative staff available.
- e. Client will be prepared to discuss the following during the execution of this Service:
 - program scope, objectives and overall timeline;
 - any architecturally significant requirements and preferred integration approach; and
 - organizational, resource, and training considerations.