



## Service Description

### IBM Watson Ads Builder

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

#### 1. Cloud Service

IBM Watson Ads Builder is a cloud based offering for advertising developers and creative professionals in advertising agencies. The service provides the platform and the technology to build and deploy Watson Ads conversation features across the marketing ecosystem. Access to Watson Ads Builder gives the user the ability to discover, create and publish ad content.

##### 1.1 Offerings

The Client may select from the following available offerings

###### 1.1.1 Watson Ads Builder Enterprise Edition

Watson Ads Builder Enterprise Edition is a Cloud Service which gives subscribers the ability to build and deploy Watson Ads conversation features across the digital advertising landscape. This conversational marketing solution allows for easy creation of machine learning and artificial intelligence-based conversations for advertisers. With this base subscription, Clients can build and deploy up to 5 concurrent ads.

##### 1.2 Optional Services

###### 1.2.1 IBM Watson Ads Builder Add-on

IBM Watson Ads Builder Add-on is an optional offering that can be purchased to augment the Watson Ads Builder Enterprise Edition. This option provides an additional 5 concurrent ads in the service per entitlement acquired.

#### 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 [www.ibm.com/dpa/dpl](http://www.ibm.com/dpa/dpl) apply.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=CD10717020E411E9AEAFE0FEBCE2D22F>

#### 3. Service Levels and Technical Support

##### 3.1 Service Level Agreement

IBM provides the 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](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:

- Instance is each access to a specific configuration of the Cloud Services.
- Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service. For this Cloud Service, an Item is a Watson conversational advertisement.

## **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.

## **6. Overriding Terms**

The following prevails over anything to the contrary in the second paragraph of the Attachment for Client Solutions as described in Section 1.3 of the IBM Cloud Service Description: Client may market in the United States only (through whatever channels it chooses) the Client Solution, unless prohibited by law. Client may not assign, transfer, resell, market or separately price the Cloud Service to any third party. In addition, Client may not provide third parties direct access to use a Cloud Service. All end user data and other content associated with the Client Solution that is processed by the Cloud Service will be considered Content. Client is responsible for all uses of the Client Solution. Client will ensure anyone accessing, using or marketing the Client Solution does so only in compliance with the terms of the Agreement and any applicable data privacy laws and requirements, include proper notice and consent. Client remains liable to IBM for any noncompliance of the Agreement terms and any such access, use or marketing and Client agrees to indemnify IBM for any claims associated with the Content and noncompliance with the Agreement. Client is responsible to provide all support for the Client Solution and to provide any required notifications to its end users. No intellectual property rights to the Cloud Services are granted hereunder.