

IBM Watson Workspace

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1. IBM Watson Workspace

IBM Watson Workspace is a messaging app with the built-in power of Watson.

The Cloud Service can help the teams, squads, and workgroups in Client's organization to:

- Share conversations and content in collaborative workspaces, both inside and across organizations.
- Access and synchronize across devices – web browsers, desktop apps and mobile apps.
- Maintain a full, searchable history of all conversations and access all shared images and content.
- Summarize conversations into Moments, to reduce the time required to read and filter out the noise from conversation threads.
- Identify and highlight important actions and questions in each workspace.
- Integrate third party applications, to share important updates from those applications with the team, and to take suggested actions in third party applications directly from the workspace.

1.1 IBM Watson Workspace Essentials

IBM Watson Workspace Essentials offers the following key capabilities:

- Team workspaces and 1-to-1 direct messaging
- Share files and other content.
- Search across all spaces and conversations.
- Presence awareness to see who is online.
- Notifications
- Cognitive Moments for summarizing conversation topics
- Mark spaces and individuals as important to help prioritize urgent conversations.
- Open APIs to integrate 3rd party applications
- Custom apps and integrations via the catalog
- Enterprise administration and management of a Workspace Team:
 - Account and user management
 - Enterprise federation via SAML
 - Space membership controls; for example, change and add owner.
- Guest Access support
- Online forum and knowledge base
- Available on desktop, web browser, and mobile app (Android and iOS)
- 20 GB of uploads per Authorized User available for storage of uploaded files and images
- Authorized Users may collaborate with guest users, subject to the limits of 10% of the Authorized Users or up to 10 guests, whichever is higher at no extra charge.

1.2 IBM Watson Workspace Preview

The Watson Workspace Preview allows users to access the Cloud Service at no cost, subject to the following usage limitations:

- No Enterprise administration and management is included.
- No Guest User access or management is included.
- 1 GB of uploads per Authorized User available for storage of uploaded files and images

- Technical Support is available only via the Watson Workspace online forum and knowledge base.
- Additional restrictions apply as follows:
 - Client may use the Watson Workspace Preview for the preview period IBM specifies or until IBM withdraws or terminates the Watson Workspace Preview.
 - Client may terminate use of the Watson Workspace Preview at any time by notifying IBM. Client is responsible to remove any of Client's content Client wishes to retain prior to expiration or termination of the Watson Workspace Preview.
 - IBM may at any time suspend, revoke, limit or refuse participation in or use of the Watson Workspace Preview.
 - IBM may in its reasonable discretion, change the terms applicable to the Watson Workspace Preview or withdraw features of the Watson Workspace Preview, in whole or in part.
 - IBM is not liable for any claims arising from the use of Watson Workspace Preview. IBM's entire liability for all claims in the aggregate arising from Client's use of the Watson Workspace Preview acquired hereunder will not exceed the amount of any actual direct damages up to U.S. \$1,000 (or equivalent in local currency).

1.3 IBM Watson Workspace Plus

Watson Workspace Plus provides the following:

- Watson Workspace Essentials
- Embedded multi-party video meetings for Workspace participants
- Screen Sharing
- White boarding
- Recording
- Computer audio over IP
- Call in audio conference to space meetings
- Available only for Microsoft Windows desktop

Entitlements to this Cloud Service can be acquired in three meeting size options: Each Authorized User, based on their entitled offering, may host a meeting of up to 25, 50 or 200 people per meeting.

- IBM Watson Workspace Plus for 25-Person Meetings
- IBM Watson Workspace Plus for 50-Person Meetings
- IBM Watson Workspace Plus for 200-Person Meetings

2. Content and Data Protection

The Data Processing and Protection Data Sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. IBM will update Data Sheets as required when changes are made to the Cloud Service. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s), as may be modified by IBM, apply to the Cloud Service and its available options.

Link(s) to the applicable Data Sheet(s):

Watson Workspace

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=FD58334063C211E6865BC3F213DB63F7>

Watson Workspace Plus

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=7527E6A0C9F111E7AD0EC24C9513D95F>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s).

3. Service Level Agreement

IBM provides the following availability service level agreement ("SLA") for the Cloud Service as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within 3 business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

3.2 Service Levels

Availability of the Cloud Service during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 99.9%	2%
Less than 99%	5%
Less than 95%	10%

* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the Cloud Service in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month, minus the total number of minutes of Downtime in the contracted month, divided by the total number of minutes in the contracted month.

4. Technical Support

Technical support for the Cloud Service is provided via an online problem reporting system. IBM's software as a service support guide available at https://www-01.ibm.com/software/support/saas_support_guide.html provides technical support contact and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

5. Entitlement and Billing Information

5.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- Authorized User is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

5.2 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

5.3 Billing Frequency

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

5.4 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

6. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the PoE.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90-day period.

7. Additional Terms

7.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

7.2 Indemnification

Client agrees to indemnify, defend and hold IBM harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to claims concerning: (a) Client's use of the Cloud Service; (b) breach of this Service Description, or violation of applicable law by Client; (c) Client's content or the combination of Client's content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Client's content or by the use, development, design, production, advertising or marketing of Client's content; or (d) a dispute between IBM and Client.

7.3 Lawful Use of Cloud Service

This Cloud Service analyzes content, including personal data included in Client's content, for purposes of providing and enhancing the Cloud Service, including making personalized recommendations based on Client's content. Various laws or regulations, including those related to privacy, data protection, and employment may restrict the use of personal data in connection with this Cloud Service. The Cloud Service may be used only for lawful purposes and in a lawful manner. Client agrees to use the Cloud Service pursuant to, and assumes all responsibility for complying with applicable laws, regulations and policies, and will obtain or has obtained any consents, permissions, or licenses that may be needed.

If Client transmits content to a Third-Party website or other service that is linked to or made accessible by the Cloud Service, Client provides IBM with consent to enable any such transmission of content, but such interaction is solely between Client and the Third-Party website or service and pursuant to any terms between Client and such Third-Party website or service. IBM does not provide, make any warranties or representations about or have any physical or contractual control of, such Third-Party website or services, including but not limited to the existence or non-existence of any security protections and compliance with applicable privacy regulations. IBM shall have no liability for such Third-Party sites or services.

Client understands that the Cloud Service provides the ability to link to and display media and information from third party providers (Third-Party Media) and that Client is solely responsible for the use of such Third-Party Media and any such information that Client communicates to others.

All Third-Party Media is the property of the respective third parties. Client agrees and covenants to obtain all rights from owners of Third Party Media necessary for Client to link to or display such Third-Party Media.

If Client links to Third-Party Media, Client complies, and represents and warrants that Client's use complies, with all terms of use, policies and laws, rules and regulations applicable to such Third-Party Media.

Client will not use the Cloud Service to post large amounts of URLs for the purpose of crawling, indexing, or collecting meta-data from the URLs; or Link to any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or Link to any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation.

IBM Watson Workspace API Terms

These terms apply to Client's use of Watson Workspace APIs to create applications within the Cloud Service. Client may publish applications to the catalog provided within the Cloud Service ("Catalog") or provide access to applications to End Users outside of the Catalog subject to this Exhibit.

1. Definitions

Application Entry – means the description of the application and terms of use, as specified by the Client in connection with the application that the Client wishes to publish to the Catalog or to share via URL outside of the Catalog.

End User – means a user who accesses the Cloud Service.

2. Client Contact Information

IBM may verify the contact information the Client submits and may use the contact information the Client provides to communicate with the Client about the application(s) that the Client publishes and to provide the Client with information about the Cloud Service. IBM reserves the right to suspend the Client's access and ability to publish to the Catalog if, in IBM's opinion, the Client is in violation of the terms of this Exhibit.

3. Application Restrictions

The Client agrees to adhere to the following terms with respect to any application the Client creates using the Watson Workspace APIs within the Cloud Service:

- Do not publish or provide access to an application that contains any information that is confidential to the Client or a third party.
- Client will comply with all applicable laws, including but not limited to privacy and security laws.
- Do not publish or provide access to an application that contains information that is proprietary to a third party without first having obtained their consent to do so.
- Do not publish or provide access to an application, or include links from the Client's application to Internet sites that contain, unlawful, defamatory, obscene, offensive, fraudulent or otherwise objectionable activity.
- Do not publish or provide access to an application that contains any Sensitive Personal Information, as defined in Security Description (Section 2) of the terms above.
- Do not publish or provide access to an application that is directed at children under the age of 13.
- Do not publish or provide access to viruses, worms, defects, Trojan horses, corrupted files, or any other items of a destructive or deceptive nature.
- Do not publish or provide access to an application that contains any of the following, including but not limited to, photographs, images or graphics, that are protected by patent, trademark, copyright, trade secret, or other proprietary right of any party, unless the Client is the owner of such rights or has the permission of the owner to post such content within an application. If required by the third-party owner, acknowledge their copyright or trademark to that portion of the application.
- Do not publish or provide access to an application that violates these terms or any applicable laws or regulations.
- Do not impersonate another person or otherwise misrepresent the Client or the source of any application.
- Do not publish or provide access to an application that falsely expresses or implies that such application is sponsored or endorsed by IBM.
- Client's application must use strong encryption when storing End User content and if the content is cached, it must be refreshed every 24 hours.
- Client's application must only use its own provided key and secret to access the Watson Workspace API's.

- Client must delete all content collected from an End User of the Cloud Service at the request of the End user as required by applicable law. Further, Client must delete all content collected from End Users when Client's application is removed from a space within the Cloud Service.
- Do not publish or provide access to an application that allows content collected from End Users to be used for any form of advertising.
- Do not publish or provide access to an application that allows use of content collected from End Users to contact those End Users outside of the Cloud Service without express permission.

IBM may review Client's application and reserves the right to require that the Client make modifications for it to be shared or remain published on the Catalog.

The Client understands and acknowledges that by adding an application to the Cloud Service and sharing via URL or publishing in the Catalog, the Client is granting End Users public access to the Client's Application Entry and Client's application subject to these terms, the Service Description for the Cloud Service, the applicable base agreement (e.g., Cloud Services Agreement) and the terms of the end user agreement between Client and End Users of the application.

The Client grants to IBM a non-exclusive, royalty-free, worldwide license to use, display and distribute the Client's trademarks as logos ("Client Marks") as contained in the Client's application or provided to IBM through the Catalog, in connection with the marketing and promotion of the Client's application. The Client represents that the Client is the owner and/or authorized licensor of the Client Marks and that they do not infringe any third party intellectual property. As between the Client and IBM, all goodwill associated with the Client Marks will inure to the Client's benefit. IBM may reformat or resize Client Marks as necessary without altering the overall appearance of the Client Marks.

The Client agrees that all rights in and to patents, copyrights, trademarks, and all other intellectual property rights in the Cloud Service will remain with IBM and its suppliers.

4. Cognitive Request Limits

The Cloud Service is intended for users and integrated applications to share content. This content is analyzed by Watson Cloud Platform cognitive features to help summarize key topics and Moments. IBM reserves the right to limit usage of Watson to process application generated messages.

5. End User Agreements for use of Applications

As between the Client and IBM, the Client is solely responsible for making the Client's application available to End Users and for licensing or otherwise granting rights to the Client's application. Client is responsible for having End User terms which apply to use of Client's application accessible for all End Users to review within the Application Entry or if provided to End Users outside the Application Entry, then displayed in a manner that provides the End User the right to review the End User terms of the application prior to using it. Such agreements will be between the Client and the End User directly and will not create any obligations or responsibilities of any kind for IBM.

Client agrees that the agreement between the Client and the End User shall contain terms that, at a minimum, comply with the terms of this Exhibit, applicable laws, including but not limited to privacy and security laws, and require any other End User using Client's application to comply with the same as well in their use of the application.

6. Support

The Client is responsible for providing support to End Users for the Client's application.

7. IBM Watson Conversation Service Connection

Client can connect an IBM Watson Conversation Service instance ("Watson Conversation") to their application to analyze content within the Cloud Service. Client understands that by connecting their application to Watson Conversation and using or allowing the application to be used within the Cloud Service, the application will automatically send certain content to the connected Watson Conversation instance. Further, Client understands that this connection is made with credentials which Client must provide to IBM in order to link Client's application to the Watson Conversation instance. Client is responsible for providing the correct credentials to IBM and understands that by doing so, use of Client's application, by Client or otherwise, may incur charges to the account associated with the Watson

Conversation credentials provided, subject to the Watson Conversation terms separately agreed to by the account owner of the Watson Conversation instance.

8. Warranty

The Client represents and warrants that (a) The Client owns all of the application (and has sufficient right, title and interest in and to the application) or has obtained all written releases, authorizations and licenses from any other owners necessary to grant the licenses and other rights granted herein with respect to portion of the application the Client does not own; (b) the application does not infringe any copyright, patent, or other intellectual property right, privacy, or other right of any third party, nor has any claim of such infringement been threatened or asserted, and no such claim is pending, against the Client or against any entity from which the Client has obtained such rights; (c) the application does not contain any viruses or harmful code; (d) the application does not contain any information that is considered confidential or trade secret to the Client or any third party; and (e) if the application is or becomes ineligible for public posting or for legal distribution the Client will immediately notify IBM Support.

9. Indemnification

The Client agrees to indemnify and hold IBM and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, (i) made by any third party due to or arising out of any application the Client submits or publishes to the Catalog or provides access to End Users outside the Catalog; (ii) the Client's violation of this Exhibit; or (iii) the Client's violation of any rights of another.

As between IBM and the Client, it is the Client, not IBM who has full responsibility for the Client's application. The Client acknowledges that the Client, not IBM, are liable for all claims arising out of the Client's application or the use thereof, including but not limited to alleged violations of: (a) any party's legal or intellectual property rights; or (b) any statute, regulation or law of any country.

10. Limitation of Liability

IBM IS NOT RESPONSIBLE FOR APPLICATIONS PUBLISHED TO OR PROVIDED TO END USERS FOR USE WITHIN THE CLOUD SERVICE. THE CLIENT SHALL REMAIN SOLELY RESPONSIBLE FOR THE APPLICATION THAT IT CREATES.

IBM WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY APPLICATIONS, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

IBM MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE APPLICATIONS PUBLISHED ON THE CLOUD SERVICE OR PROVIDED TO END USERS FOR USE WITHIN THE CLOUD SERVICE. IBM IS NOT OBLIGATED TO PROVIDE TECHNICAL SUPPORT FOR THE APPLICATIONS.

11. Freedom of Action

The Client understands and agrees that IBM has absolutely no obligation to use, post or keep posted Client's application (or any portion thereof) at all or in any manner. IBM may, in its sole discretion, discontinue the Catalog, or limit, discontinue access or remove the application from the Catalog or within the Cloud Service for any reason without notice. The Client understands that IBM will not compensate the Client with respect to posting or use of the application. IBM reserves the right, but does not have the obligation, to monitor the Catalog and applications used within the Cloud Service. IBM also retains the right, in its discretion, to decline any application, or remove any previously published application.