

IBM Cloud Additional Service Description

IBM Watson Studio Paygo

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

1. Cloud Service

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Watson Studio Paygo

This Cloud Service is an integrated development environment offering a suite of tools and capabilities that is designed to assist data scientists to enhance their productivity.

This Cloud Service allows the Client to analyze data using RStudio, Jupyter notebooks, SPSS Modeler, Data Refinery and other tools in a configured, collaborative environment.

RStudio is integrated in the offering and provides a development environment for working with R.

This Cloud Service:

- provides Jupyter notebooks which are a web-based environment for interactive computing. Client is able to run small pieces of code that processes data, and then view the results of that computation inside of the notebook;
- includes Projects that allow Client to orient a team of collaborators around a set of notebooks, data sets, articles, models, and analysis work streams;
- provides the ability to create Projects that include data flow execution capabilities along with sampling and profiling;
- includes Decision Optimization as a capability, for the user, to write models, using docplex API in Jupyter Notebooks, or using a graphical interface, to create or import an existing model. Models supported are LP/MIP models, CPO models, OPL models, or Python models. CPLEX and CP Optimizer engines are embedded in Watson Studio.

Only Jupyter Notebooks and Jupyter Notebook Jobs can run in Satellite Locations as defined in Section 6 below.

2. Data Processing and Protection Data Sheets

The Data Sheet applicable for this service and the terms of this section provides the details and terms, including Client responsibilities, around use of this service. The following Data Sheet(s) apply to this service:

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=95E9BEA0B35711E7A9EB066095601ABB>

3. Service Levels and Technical Support

3.1 Service Level Agreement

The service level agreement set forth in the base IBM Cloud Service Description applies to this service.

3.2 Technical Support

The support terms set forth in the base IBM Cloud Service Description apply to this service.

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:

- Authorized User is a unique user authorized to access to the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Instance is each access to specific configuration of the Cloud Services.
- Capacity Unit-Hour is an hour of use of the selected Cloud Services capacity type that will be multiplied by the specified number of required capacity units for such capacity type.

For the purposes of this Cloud Service, a minimum charge of 0.16 Capacity Unit Hours will apply each time a Capacity Type is initiated.

4.2 Partial Monthly Charges

Each Instance is billed on a monthly basis. Partial month deployment/usage will be pro-rated.

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 Auto-generated Notebook

The auto-generated notebooks are subject to the International License Agreement for Non-Warranted Programs (or equivalent) and License Information document for Watson Studio Auto-generated Notebook ("License Terms"), such agreements located in the link below. Specifically, the Source Components and Sample Materials clause included in the License Information document for Watson Studio Auto-generated Notebook applies to the auto-generated notebooks. By downloading, copying, accessing, or otherwise using the materials, Client agrees to the License Terms.

http://www14.software.ibm.com/cgi-bin/weblap/lap.pl?li_formnum=L-AMCU-BYC7LF

This feature is not available in Satellite Locations.

5.2 HIPAA

Notwithstanding information in the Data Sheet for this Cloud Service regarding the Health Information Portability and Accountability Act of 1996 ("HIPAA") and the permitted use of Health Information and Health data as Types of Personal Data and/or Special Categories of Personal Data (collectively, "Health Data") with this Cloud Service, use of Health Data with this Cloud Service is subject to the following limitations and conditions:

Only the following offerings are eligible to be provisioned to implement the controls required under HIPAA Privacy and Security Rule for use with Health Data:

- IBM Watson Studio Enterprise Plan

Only the offerings listed above may be provisioned to implement the HIPAA Privacy and Security Rule controls for use with Health Data if Client notifies IBM in advance that Client will use Health Data with the Cloud Service and IBM confirms in writing that the Cloud Service will be provisioned for Health Data usage. Accordingly, the Cloud Service may not be used for the transmission, storage or other usage of any Health Data protected under HIPAA unless (i) Client provides IBM such notification; (ii) IBM and Client have entered into an applicable Business Associate Agreement; and (iii) IBM provides Client with express written confirmation that the Cloud Service can be used with Health Data.

In no event shall the Cloud Service be used for processing PHI as a health care clearinghouse within the meaning of HIPAA.

HIPAA does not apply to Satellite Locations.

6. Overriding Terms

6.1 Terms Applicable to Third Party Cloud/Satellite Integration

If Client uses Third Party Cloud Integration (defined below) through this Cloud Service, the following terms apply and prevail over anything to the contrary in this Service Description, the base IBM services agreement under which this Cloud Service is provided (e.g., the IBM Cloud Services Agreement) or the IBM Cloud Service Description:

- a. This Cloud Service may enable the ability to connect to, ingest and/or process Client's data residing on Client's separate third party cloud service accounts (e.g Amazon Web Services, Microsoft Azure, etc., each if available) (the "Third Party Service") through the IBM Cloud interface, leveraging IBM Cloud Satellite technology ("Third Party Cloud Integration"). IBM does not provide and is not responsible for the Third Party Service or its availability or operation. The Third Party Cloud Integration is provided "AS IS", with no warranties or conditions of any kind, express or implied, Client is responsible for complying with the third party agreements applicable to Client's account and its usage of the Third Party Service in connection with this Cloud Service.
- b. In connection with the Third Party Cloud Integration, certain components of this Cloud Service (the "Remote Components") may be hosted on, and Client's data and Content may be processed by IBM through an IBM account on, the same Third Party Service (the "Satellite Location"). For these Remote Components on the Satellite Location, the cloud service infrastructure and certain aspects of this Cloud Service platform and related services, including: data center, servers, storage and network; application and data backup; firewall and threat detection; and APIs for application deployment, monitoring and operation, (collectively, the "Third Party Cloud Platform Services") are hosted and managed by the provider of the Third Party Service, not IBM. Accordingly:
 - (1) If the provider of the Third Party Service notifies IBM that it has withdrawn or terminated its services or IBM's or Client's access to such services, the Third Party Cloud Integration feature may no longer function and IBM may immediately withdraw that feature of the Cloud Service and it will no longer be part of the Cloud Service.
 - (2) IBM makes no warranties or conditions, express or implied, and IBM will have no liability to Client, regarding the Third Party Cloud Platform Services or to the Cloud Service to the extent dependent on the Third Party Cloud Platform Services (provided that the foregoing disclaimer of liability does not apply to or limit compensation that may be payable under the Service Level Agreement section of this Service Description).
 - (3) The following terms of the IBM Cloud Service Description do not apply to the Remote Components, the Satellite Location or the Third Party Cloud Integration:
 - (a) s. 2.1 – EU Supported Cloud
 - (b) s. 3.2.1 – User Managed Services
 - (c) s. 3.2.3 – Infrastructure Hardware Replacement and Upgrade SLAs
 - (4) Section 1.4 (Network Access) of the IBM Cloud Service Description replaced with the following: Service components running on the Third Party Service are secured via Satellite link established between the IBM Cloud and the Satellite Location on the Third Party Service. The Satellite link is a secure link not directly accessible to Client. Data flows through the Satellite link are controlled by IBM Cloud Service components on IBM Cloud and the Satellite Location on the Third Party Service. Access to Client's data and resources from the Satellite Location on the Third Party Service is established by network provided by the Third Party Service provider.
 - (5) With respect to the Remote Components, the Satellite Location and the Third Party Cloud Integration, the following sections of the Data Processing and Protection Data Sheets for IBM Cloud and for this Cloud Service are each modified as follows:
 - (a) s. 4 – Duration of Processing – of the IBM Cloud Data Sheet does not apply.
 - (b) s. 5.4 – Certifications – does not apply. For clarity, and notwithstanding the foundational TOMs as described within IBM's Data Security and Privacy Principles for IBM Cloud Services, this Cloud Service does not provide for an annual ISO 27001 Certification, nor SOC2 Audit. In addition, the Satellite Location and the Third Party Service Integration do not implement HIPAA controls.

- (c) s. 7 – IBM Hosting and Processing Locations – is modified as follows: as applicable to the Satellite Location and Client data hosted and processed on the Satellite Location, the IBM Data Hosting Locations and IBM Data Processing Locations will each be the United States only.
- (d) s. 8 – Third Party Sub-Processors – for the Satellite Location, Amazon Web Services is a Third Party Sub-Processor.