

IBM Technology



G-Cloud 15 IBM - Process Mining as a Service Service Definition Document

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Service Description

IBM Process Mining as a Service

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order. Upon acceptance of Client's order, this Service Description and the Cloud Services Agreement found at <http://www.ibm.com/terms/csa> (or equivalent agreement for Cloud Services between the parties) applies to Client's use of the Cloud Services.

1. Cloud Service

IBM Process Mining as a Service is a process mining solution that automatically discovers, constantly monitors, and optimizes business processes. Process mining uses business & IT system data to create and visualize an end-to-end process that includes all the process activities involved along with the various process paths. Businesses & IT Operations can analyze the discovered process to gain actionable insights for process improvement.

* Offerings designated with an asterisk are considered non-strategic and are only available to existing Clients.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Process Mining Platform

IBM Process Mining as a Service Platform facilitates process automation by finding process candidates for automation, calculating expected ROI, and showing the impact of automation initiatives on the entire process before implementation. IBM Task Mining integrates with IBM Process Mining for a better understanding of how manual processes impact the business process. IBM Task Mining captures and sends real user interaction data to IBM Process Mining to create an augmented process model. The result is deeper insights for automation projects than what process mining alone can provide.

IBM Process Mining Platform includes the following:

- 20 GB Storage
- 1 x IBM Process Mining as a Service Analyst User
- 3 x IBM Process Mining as a Service Business User(s)

1.1.2 IBM Process Mining as a Service Platform *

IBM Process Mining as a Service Platform facilitates process automation by finding the best process candidates for automation, calculating expected ROI, and showing the impact of automation initiatives on the entire process before implementation. IBM Task Mining integrates with IBM Process Mining for a better understanding of how manual processes impact the business process. IBM Task Mining captures and sends real user interaction data to IBM Process Mining to create an augmented process model. The result is deeper insights for automation projects than what process mining alone can provide.

The IBM Process Mining as a Service Platform includes the following entitlements:

- 3 x IBM Process Mining as a Service Process(es)
- 20 million x IBM Process Mining as a Service Event(s)
- 1 x IBM Process Mining as a Service Analyst User
- 3 x IBM Process Mining as a Service Business User(s)
- 2 x IBM Process Mining as a Service Task Mining Agent(s)

1.2 Optional Services

The following services can be used to extend the IBM Process Mining Platform:

1.2.1 IBM Process Mining 10 GB Storage Add-on

Client can extend the amount of Storage included in the Platform in increments of 10 GB of Storage as part of a collection of data events stored in the Cloud Service.

1.2.2 IBM Process Mining as a Service Analyst User Add-on

This allows Client to add additional user resource types created by an Administration User with full permissions to all IBM Process Mining Application types except User Administration.

1.2.3 IBM Process Mining as a Service Business User Add-on

Client can add additional user resource types created by an Administration User with Read-only permission to the IBM Process Mining Applications of Analytics, BPA, Core, & Task Miner. IBM Process Mining as a Service Business User may also be granted permission to access IBM Process Mining dashboard, Conformance check, Simulation, and Business rule mining.

1.2.4 IBM Process Mining as a Service Process Add-on *

This offering adds additional IBM Process Mining as a Service Process(es) which can be either a *Flat process*, when its activities are related to one main process entity or *Multilevel process*, when its activities are related to multiple main process entities, with possible complex many-to-many relations between each other.

1.2.5 IBM Process Mining as a Service Event Add-on *

Client can extend their entitlements in increments of 10 million Events as part of a collection of activities and/or tasks that are related to a specific IBM Process Mining Project. An event occurs every time an activity of the process is executed.

1.2.6 IBM Process Mining as a Service Task Mining Agent Add-on *

This offering extends the Task Mining Agent to scale capacity. Client may either deploy more Task Mining Agents or run several Task Mining Agents concurrently on the same machine.

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 applies to IBM's processing of personal data on behalf of Client.

<https://www.ibm.com/terms/?id=4689E2C0EE2E11EB9FC3B7C0836FD149>

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.

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/>.

Technical documentation for IBM Process Mining is available at <https://www.ibm.com/docs/en/cloud-paks/cp-biz-automation/21.0.x?topic=software-process-mining>, and IBM Business Automation Community

is available at <https://community.ibm.com/community/user/automation/communities/community-home?CommunityKey=8e1faacf-120e-4d65-b013-c14cc0e27c04> for best practices in using Process Mining and to post and get answers to technical questions.

3.2.1 Optional Support Offerings

Additional support options are available for this Cloud Service. If Client selects to order an optional support offering, the terms defined in the Optional Support Offerings Service Description at <https://www.ibm.com/terms/?id=i126-9789> will apply to the support offering specified in Client's TD.

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.
- Concurrent User a user simultaneously accessing the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device, or application server) at any particular point in time. A person who is simultaneously accessing the Cloud Service multiple times counts only as a single Concurrent User.
- Event is an occurrence of a specific event that is processed by or related to the use of the Cloud Services. For this Cloud Service, an Event is each time an activity of the business process or a human task is executed.
- Instance is each access to a specific configuration of the Cloud Services.
- Gigabyte (GB) is 2 to the 30th power bytes of data analyzed, used, stored or configured in 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 Process which represents a collective project of activities or tasks (flat or multi-level) that are related to a specific service or product to serve an established goal of a particular customer or customers.

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 AI Technology Terms

a. Foundation and Embedding Models

The Cloud Service may include generative AI foundation models and/or embedding models as described in the documentation for the Cloud Service ("Process Mining Data Analyst AI Agent"). Each foundation model and embedding model included in the Cloud Service has a model information document that provides information about that model ("Model Information"), including details on the model provider and applicable license terms which can be found in the documentation for the Cloud Service. The available IBM-developed foundation models and the embedding models are considered part of the IBM Cloud Service. Some models included in this Cloud Service are Non-IBM Products, as identified in the Model Information. By using a model that is a Non-IBM Product, Client accepts the applicable license terms, including any associated obligations and use restrictions specified in the Model Information.

Client is prohibited from extracting the Model Weights. "Model Weights" means the numerical values associated with the parameters of the training, optimization and performance of the model.

All Client inputs to any model, including by inferencing or prompting the model, and any content provided by Client for further training of a model, including fine-tuning or prompt-tuning, are Client Content. Except as set forth in (c) (Output Indemnity) below, Client is solely responsible for any Outputs generated by any model and its subsequent use. IBM does not claim to have any ownership rights to the Output. Unless separately authorized by Client through a voluntary feedback

submission, IBM will not use the Client Content or model Outputs to train any foundation models or embedding models.

b. **AI Use Restrictions**

The Cloud Service is not intended for use in a high-risk context as defined under the EU AI Act.

c. **Output IP Indemnity**

IBM's obligation to protect Client against third party claims as set forth in the applicable base agreement includes third party claims that the result generated by the Covered Model in response to a Client's prompt or other input (collectively, "Output") infringes that third party's patent or copyright provided that (in addition to the exclusions and Client obligations provided in the relevant base agreement):

- (1) Client has a paid subscription to the Cloud Service at the time Client generates the Output.
- (2) Client enables all available filters and logging features recommended by IBM in the product documentation or delivered with the Cloud Service, and Client supplies information collected by such filters and features as requested by IBM in connection with a third party claim;
- (3) the Output at issue was generated in connection with an Indemnified Use Case;
- (4) Client takes mitigating actions reasonably requested by IBM, which may include ceasing use of the allegedly infringing Output; and
- (5) Client had no reasonable basis to know that the Content or Output was infringing or likely to cause an infringement.

"Covered Model" means: an IBM developed foundation model provided with the Cloud Service ("IBM Covered Model"); and a third-party foundation model provided with the Cloud Service and identified in the product documentation as being an indemnified third party model ("Third Party Covered Model"). For clarity, Non-IBM Product(s) are not Covered Model.

"Indemnified Use Cases" means use within Client's enterprise of an IBM Cloud Service in a manner consistent with such model's intended use as described in its published Model Information or other Transaction Documents (such as license information or program specifications).

All other terms of '(a) Foundation and Embedding Models' and of the Liability and Intellectual Property Protection terms in the base agreement remain in effect.

d. **Llama Models**

The Cloud Service includes access to Llama models which are considered Non-IBM Products.

e. **Preview Features**

If the Process Mining Data Analyst AI Agent is being provided as a "preview," then: (i) the terms related to "preview" in the applicable base agreement apply, (ii) any indemnitees do not apply to the use of the preview, and (iii) in exceptional circumstances it may be necessary for IBM to take steps to suspend or limit unreasonable use by Client of the preview.

6. **Overriding Terms**

6.1 **Data Use**

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties:

IBM will not use or disclose the results arising from your use of the Cloud Service that are unique to your Content or that otherwise identify Client. IBM may however use Content and other information that results from Content in the course of managing and providing the Cloud Service subject to removing personal identifiers; so that any personal data can no longer be attributed to a specific individual without the use of additional information. IBM will use your Content and other information that results from Content only for research, testing, and offering development. IBM may share threat identifiers and other security information embedded in Client personal data for threat detection and protection purposes. The provisions of this section will survive the termination or expiration of the transaction.

