

IBM Technology



G-Cloud 15 IBM - Content Assistant on Cloud Service Definition Document

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Service Description

IBM Content Assistant

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 Content Assistant is an add-on Cloud Service which uses API Calls and artificial intelligence to respond to user's natural language inputs providing answers to questions, insights, and summaries of a document's content originating in one of the following prerequisite cloud services or software programs:

- IBM FileNet Content Manager,
- IBM Business Automation Workflow, or
- IBM Cloud Pak for Business with Automation/IBM Cloud Pak for Business Automation as a Service

Key functionality of Content Assistant includes:

- a. Use of IBM developed foundation models and IBM embedding models
- b. Use of third-party foundation models and embedding models with Content Assistant via Client's separate entitlement to watsonx.ai.
- c. Assists in reducing data leakage based on Client defined document access controls.
- d. Traceability and citation identifies which document(s) were used to generate answers and the specific excerpts within a given document.
- e. Document summaries are generated and persist as metadata and can be customized to meet Client's requirements.
- f. Audit information persists in the Cloud Service including the question asked, the generated response, and the source document(s) and excerpts.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Content Assistant Essentials

Content Assistant Essentials is entitled on an Instance basis and consists of:

- 25 monthly Active Users
- 250MB indexed document data
- 100K document summaries annually (8,333 summaries generated per month)
- 5000 questions

1.2 Optional Services

Client may increase the number of included capabilities by acquiring entitlements to the following optional services.

1.2.1 IBM Content Assistant Add-On Pack

Each Add-On Pack includes 100 additional monthly Active Users per month.

1.2.2 IBM Content Assistant Add-On Indexed Data Pack

Each Add-On Indexed Data Pack includes 1GB additional indexed document data.

1.2.3 IBM Content Assistant Add-On Summaries Pack

Each Add-On Summaries Pack includes 100,000 additional document summaries per month.

1.2.4 IBM Content Assistant Add-On Questions Pack

Each Add-On Questions Pack includes 50,000 additional questions per month.

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/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=C5ACC0F05F794019B297546400DC6A1A>

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/support/pages/node/731179>.

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/>.

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:

- Instance is each access to a specific configuration of the Cloud Services.
- Active User is a unique person who accesses the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Gigabyte (GB) is 2 to the 30th power bytes of data processed by, analyzed, used, stored, or configured in the Cloud Services. For the purposes of this Cloud Service, a gigabyte refers to one gigabyte of indexed document data.
- Document is a finite volume of data that is enveloped within a document header and trailer record that marks its beginning and end or any electronic representation of a physical document processed by the Cloud Services. For the purposes of this Cloud Service, a document is a generated summary of content within the Cloud Service.
- Event is an occurrence of a specific event that is processed by or related to the use of the Cloud Services. For the purposes of this Cloud Service, an event is a natural language question submitted by a user or a program.

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 Enabling Software

The Cloud Service contains the following Enabling Software:

- IBM Content Assistant plug-in for Content Navigator
- Content Platform Engine add-on

5.2 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. Each foundation model and embedding model included in the Cloud Service will contain a model information document that provides information about that model ("Model Information"), including details on the model provider and applicable license terms. The available IBM-developed foundation models and embedding models are considered part of the IBM Cloud Service. Client may not use the IBM-developed models separately from the IBM watsonx.ai platform. 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 a 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, are Client Content. Except as set forth in Output Indemnity below, Client is solely responsible for Outputs generated by any model. IBM does not claim to have 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

Client agrees not to, and not to direct or allow third parties, use foundation models in connection with the use of this Cloud Service: (i) for mass surveillance, racial profiling, or any use that violates or encourages the violation of basic human rights or other applicable laws and regulations; (ii) to distribute false, misleading, disparaging or obscene information or content; (iii) to provide fully automated decision making in connection with use cases involving critical processes or the risk of loss of life, property or impact on an individual's legal rights; (iv) in a manner that impersonates another for deceptive purposes or conceals the fact a user is interacting with AI; or (v) to distribute or intentionally generate malware or other harmful code.

This Cloud Service is not intended for use in a high risk context as defined under the EU AI Act or other applicable regulations. If you chose to use it in such, please contact ChiefPrivacyOfficer@ca.ibm.com.

c. Output IP Indemnity

IBM's obligation to protect Client against third party claims as set forth in the applicable agreement includes third party claims that the result generated by the Cloud Service 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) Client was using a supported version of the Cloud Service;
- (4) The Output at issue was generated in connection with an Indemnified Use Case;
- (5) Client takes mitigating actions reasonably requested by IBM, which may include ceasing use of the allegedly infringing Output; and

- (6) 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”).

“Indemnified Use Case” means use within Client’s enterprise of an IBM Cloud Service in a manner consistent with the Cloud Service’s intended use as described in its published documentation.

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

