

IBM Technology

A glowing blue cube is positioned in the center of the image. The cube's faces are covered in a grid of small, glowing blue squares. Two of the visible faces of the cube feature a glowing blue cloud icon. The cube is resting on a complex circuit board with various components and traces. The background is a dark, textured surface with a grid-like pattern.

G-Cloud 15 IBM – IBM Concert Service Definition Document

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Service Description

IBM Concert

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

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Concert Standard

IBM Concert Standard helps Client to understand its application landscape and enabling Client to discover the connections, dependencies, gaps, and opportunities in its application architecture, including by providing generative AI insights. The Cloud Service may be hosted on IBM Cloud or AWS infrastructure, and includes the following features:

- **Vulnerability Management** helps Client with detection, prioritization, and remediation of vulnerabilities risks across Client's specified environments.
- **Resilience** provides Client visibility into application and infrastructure resilience.
- **Certificate Management** helps Client to centralize and automate Client's certificate health monitoring.
- **Concert Workflows** help with integration and orchestration of tools, data, devices, and existing automation across domains.
- **Data App** helps Client to build data visualization.
- **Compliance** provides visibility, continuous monitoring, and automated evidence validation of Client's specified controls, in support of Client's alignment with standards like NIST, SOC 2, and PCI.
- **Power Infrastructure Risk Management** helps Client to unify fragmented operational data from their Power environment to deliver insights, prioritized recommendations, and automated recommended remediation actions for vulnerabilities of its application architecture.

1.1.2 IBM Concert Trial

The IBM Concert Trial provides Client a subset of the IBM Concert Standard plan functionality to be used for evaluation purposes only. The Trial plan automatically expires after 30 days, with no option for renewal, and with no option to initiate a second trial from an account that previously completed a trial. All data is deleted after the trial ends and cannot be recovered. Features from the Standard plan may be offered with limitations. This Trial plan is offered at no charge under the terms of the Preview Cloud Services section defined in the IBM Cloud Services Agreement or an equivalent agreement for Cloud Services.

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=66D5E192289B467AAD3CA6B8769AB1EB>

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 99.8%	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:

- Resource Unit is an independent measure of a resource managed by, processed by, or related to the use of the Cloud Service. For this Cloud Service, the Resources counted are:
 - Base charge – 1 RU per hour per instance
 - Connected Applications
 - Vulnerability Management – 0.1 RU per Connected Application per hour
 - Resilience – 0.025 RU per Connected application per hour
 - Certificates – 1 RU per 100 certificates managed per hour
 - Activated Workflows – 2 RUs per deployed workflow per hour
 - Compliance
 - Enabled IT Compliance Framework – 500 RUs per month
 - Application related to the IT Compliance Framework – 0.5 RU per Application per hour
 - Permanently Activated Power Processor Cores (PPC) - 0.01 RU per PPC per hour

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 Definitions

- Connected Application is any uniquely named software program that is separately installable on a computing device, interfaces with, connects to, or otherwise uses the Cloud Service to perform operations or exchange data.

- Certificate is any cryptographic key pair or digital credential, such as an SSL/TLS certificate, code signing certificate, or authentication token, used to secure, encrypt, or validate data and communications.
- Workflows are a logical arrangement of action blocks (pre-defined, reusable set of jobs that perform specific tasks) created using the IBM Concert workflow editor or downloaded from the Automation Library “designed/defined” to perform executable processes.
- Data App is the capability to build data visualization using data sourced from the Cloud Service or other related tools.
- IT Compliance Framework is a structured set of guidelines, policies, and procedures such as SOC 2, ISO 27001, or HIPAA, organizations may follow.
- Processor Core is a functional unit within a computing device that interprets and executes instructions. A Processor Core consists of at least an instruction control unit and one or more arithmetic or logic units. With multi-core technology, each core is considered a Processor Core.

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. The available IBM-developed foundation models and embedding models are considered part of the IBM Cloud Service.

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 or prompt-tuning are Client Content. Except as set forth in Section (c) (“Output Indemnity”) below, Client is solely responsible for any Output and its subsequent use. IBM does not claim to have ownership rights to the Output that is not based on IBM’s content. Unless separately authorized by Client through a voluntary feedback submission, IBM will not use Client Content or model Output to train the foundation models or embedding models.

b. AI Use Restrictions

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 Client chooses to use it in such, please contact ChiefPrivacyOffice@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 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 or the Covered Model 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 or the Covered Model, and Client supplies information collected by such filters and features as requested by IBM in connection with a third party claim;
- (3) If applicable, Client was using a supported version of the Covered Model
- (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 Cases” 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 Protection terms in the base agreement remain in effect.

5.3 Preview Features

If a feature is provided to Client as a “preview,” then, (i) the terms related to “preview” in the applicable base agreement apply, (ii) any indemnitees do not apply to this 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.

5.4 Client Use of Output

Based on the Client’s input, the Cloud Service will provide suggested tasks and other materials as generated outputs. All Client inputs to the Cloud Service and any content provided by Client for further training of the Cloud Service, including fine-tuning or prompt-tuning, are Client Content. IBM does not claim to have ownership rights to any generated output. Client is solely responsible for outputs generated by the Cloud Service and Client should exercise discretion and evaluate whether outputs generated from the model are appropriate for the Client’s environment. Unless separately authorized by the Client through a voluntary feedback submission, IBM will not use the Client Content or generated outputs to train the Cloud Service.



