

IBM Technology

A glowing blue cube is the central focus, resting on a dark, intricate circuit board. The cube's faces are illuminated with a bright blue light, and two of its visible faces feature a glowing cloud icon. The background is a dense, textured surface of circuitry, with various components and traces visible. The overall color palette is dark with strong blue highlights from the cube and its reflection.

G-Cloud 15 IBM - Watsonx Data Intelligence Service Definition Document

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IBM Cloud Additional Service Description

IBM watsonx.data intelligence as a Service

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 watsonx.data intelligence as a Service

This Cloud Service provides a cloud native solution that enables organizations to curate, manage, and utilize data by leveraging the power of AI to simplify data delivery across hybrid ecosystems. It empowers organizations to discover, trust, and access meaningful data by unifying governance, quality, lineage, and sharing, providing consumers with reliable data products.

This Cloud Service offers the following capabilities:

- a. **Data Governance and Catalog:** provides a data governance foundation to enable organizations to establish policies and procedures for managing their data assets. These tools help enforce compliance with regulatory requirements, manage metadata at scale through automation, and track data usage across the organization.
- b. **Data Quality:** provides robust solutions and tools to enhance data quality to help organizations ensure that their data is accurate, consistent, and trustworthy.
- c. **Data Lineage:** provides detailed insights into the data lifecycle, showing how data moves and is transformed in its journey, enabling both root cause analysis and impact analysis.
- d. **Data Product Hub:** facilitates secure and efficient management of data products. It helps streamline data product sharing and automates the delivery of data products to consumers across the organization, ensuring that the right data is accessible to the right people while protecting sensitive information.

This Cloud Service is offered through the following plans:

- Trial
- Essentials
- Standard
- Premium

To enable unstructured data governance capabilities (where available), Client must separately acquire the following cloud services: IBM watsonx.ai Studio as a Service, IBM watsonx.ai Runtime as a Service, IBM watsonx.data integration as a Service and IBM watsonx.data as a Service.

To enable data quality definitions and rules, advanced profiling and key relationship analysis capabilities, Client must separately acquire one of the following cloud services: IBM DataStage as a Service or IBM watsonx.data integration as a Service.

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/terms/?id=758DFDBEF3524280947E74215838C44F>

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:

- Instance is each access to specific configuration of the Cloud Services.
- Resource Unit is an independent measure of a resource managed by, processed by, or related to the use of the Cloud Service. Consumption of Resource Units is calculated monthly based on the following resource types:
 - **Record** – A Record is defined as one instance of the following object types. Governance Artifacts: categories, business terms, reference datasets, policies, governance rules, data classes, classifications. Assets: data assets, BI reports, copybooks. The number of Records will be rounded up to the next 1,000 Records when calculating Resource Units is required.
In the Premium plan, 123 Resource Units are required per 1,000 Records with 120 Capacity Unit-Hours available per month for consumption.
 - **Capacity Unit-Hour (CUH)** – CUH 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.

Capacity Type Description	Capacity Units per Hour
1 vCPU and 4 GB RAM	0.5 CUH
2 vCPU and 8 GB RAM	1 CUH
3 vCPU and 12 GB RAM	1.5 CUH (Default Data Refinery XS)
Metadata import	1 CUH per 50,000 assets (1 asset equals 100 columns)
Profiling	4 CUH
Auto terms assignment	0.75 CUH per 1,000 assets (1 asset equals 100 columns)
Gen AI based enrichment	1.5 CUH per 1,000 assets (1 asset equals 100 columns)
Relationship analysis	4 CUH
Basic data quality analysis	4 CUH

In the Premium plan, 1 Resource Unit is required for each additional Capacity Unit-Hour consumed beyond available CUH.

- **Data Source Definition (DSD)** – A DSD uniquely identifies a specific system, database, or application within Client's environment that Client wishes to scan for Data Lineage. If multiple scanners are used with one DSD, then each DSD and scanner combination counts as one DSD. When multiple DSDs of the same technology type are created only one DSD of that technology type is counted toward the total RU consumption. For clarity, a technology type refers to a specific kind of system, database, or application technology. For example, the technology PostgreSQL includes technology types such as PostgreSQL, Amazon RDS for PostgreSQL, and IBM Cloud Databases for PostgreSQL. Similarly, the technology IBM Db2 includes technology types like IBM Db2 and IBM Db2 for z/OS.

In the Premium plan, 174 Resource Units are required per Data Source Definition.

- **Table** – A Table refers to an individual data table within Client's source system that Data Lineage scans. Views, synonyms, and tables that Data Lineage deduces are not counted towards this total. The number of Tables will be rounded up to the next 5,000 Tables when calculating Resource Units is required.

In the Premium plan, 174 Resource Units are required per 5,000 Tables.

- **Data Product Subscription** – A Data Product Subscription is each access grant or transfer of a Data Product to a single user. A Data Product is a collection of one or more Data Assets to which access is offered as a unit. Data Assets comprise multiple types of objects, including but not limited to data sets, models, reports, workbooks, and dashboards. Multiple Data Product Subscriptions by the same user to the same Data Product count as distinct Data Product Subscriptions.

In the Premium plan, 2 Resource Units are required per Data Product Subscription.

- **Page** – is a collection of content, converted to PDF if from a web page, contained on one side of a sheet of paper when printed, whether produced in physical or digital format, managed or processed by the Cloud Service.

For the purpose of the document text extraction feature where available in the Premium plan, the following file formats will be billed as follows:

- PDF file – 1 page in the pdf is 1 Page
- Plain text – up to 3,000 characters is 1 Page
- Markdown – up to 3,000 characters is 1 Page
- Microsoft Word document – up to 3,000 characters is 1 Page
- Microsoft PowerPoint document – 1 slide is 1 Page
- In the case of file formats that do not have delineated pages, a Page will be considered as consisting of 3,000 characters. The number of Pages will be rounded up to the next 50,000 Pages when calculation of Resource Units is required.

In the Premium plan, 43 Resource Units are required per 50,000 Pages ingested and enriched per month, which includes 10 Capacity Unit-Hours per month.

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 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 with 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. IBM-developed foundation and embedding models made available with the Cloud Service are considered part of the Cloud Service and cannot be used separately from the Cloud Service. Some models included with this Cloud Service are a Non-IBM Product and are separately licensed to the Client under the terms of the applicable third party license agreements(s) and not this agreement. 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 third party license agreement and Model Information.

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

All Client inputs to a model, including by inferencing or prompting the model, and any content provided by the Client for further training of a model, including fine-tuning or prompt-tuning, are Client Content. Except as set forth in (c) (Output IP 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 the 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 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 ChiefPrivacyOffice@ca.ibm.com.

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 entitlement 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 Covered Model or in 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 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 made available with the Cloud Service ("IBM Covered Model") and a third-party foundation model provided with the Cloud Service or as a separately purchased entitlement to the Cloud Service and identified in the product documentation or in its separate transaction document as being an indemnified third party model ("Third Party Covered Model").

"Indemnified Use Cases" means use within Client's enterprise (a) of an IBM Covered Model 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), and (b) of a Third Party Covered Model to analyze, summarize or classify Content or extract information or insights from Content provided that Client has accepted and complied with the applicable third party license.

All other terms of '(a) Foundation and Embedding Models' in this section 5.1 and the Liability and Intellectual Property Protection terms in the base agreement remain in effect.

d. **Liability for Infringement Claims Against Third Party Covered Models**

IBM's entire liability associated with its obligation to defend Client against claims that a Third Party Covered Model or its Output infringes a third party patent or copyright and pay amounts related to such claim as set forth in the applicable base agreement is limited to the amounts paid by Client that are attributable to the applicable Third Party Covered Model in the 12 months preceding the claim.

All other terms of the Liability and Intellectual Property Protection terms in the base agreement remain in effect.

5.2 IBM Knowledge Accelerator Vocabulary

a. **Definitions**

"Knowledge Accelerator Vocabulary" refers to all business term vocabularies and reference data sets provided with the Cloud Service, including but not limited to the business core vocabulary, industry alignment vocabulary, business scopes, and business performance indicators for healthcare, financial services, insurance, energy and utilities, and cross industries.

b. Restricted Materials

The Knowledge Accelerator Vocabulary is solely owned by IBM and its licensors.

Client is permitted to use, modify, and extend the Knowledge Accelerator Vocabulary only in support of Client's internal use of the Cloud Service in accordance with the terms of the Service Description. Except as specifically provided herein, Client may not distribute, share or disclose the Knowledge Accelerator Vocabulary (whether customized or unmodified) outside Client's Enterprise. The Knowledge Accelerator Vocabulary may not be used or further distributed separately from the IBM Cloud Service.

Client agrees to provide password control and/or file permission access on a need-to-know basis to protect the content of the Knowledge Accelerator Vocabulary. Client will have a written agreement with their employees and third-party contractors sufficient to require them to treat the Knowledge Accelerator Vocabulary accordingly.

Client is required to protect the specific design content and derived benefits of the Cloud Service from disclosure to any party other than Client's authorized users for a period of five years following termination of access to the Cloud Service.

Upon termination of Client's access to the Cloud Service, the Client is required to:

- Delete all copies of the Knowledge Accelerator Vocabulary in its original form, including locally saved exported content
- Delete all Knowledge Accelerator Vocabulary content from any derivative works

6. Overriding Terms

6.1 Backup

The following prevails over anything to the contrary in the 'Data Processing and Protection Data Sheets' section of this Service Description between the parties:

Backup (for purpose of disaster recovery only) for catalogs, spaces and project assets, will only be offered for paid plans.

6.2 IBM Knowledge Accelerator Vocabulary

The following prevails over anything to the contrary in the 'Warranties' section of the Agreement between the parties:

IBM has no responsibility for the results of Client's use of and modification to the Knowledge Accelerator Vocabulary and IBM warranties will not apply.

IBM has no responsibility to maintain or provide support for the modified Knowledge Accelerator Vocabulary.

