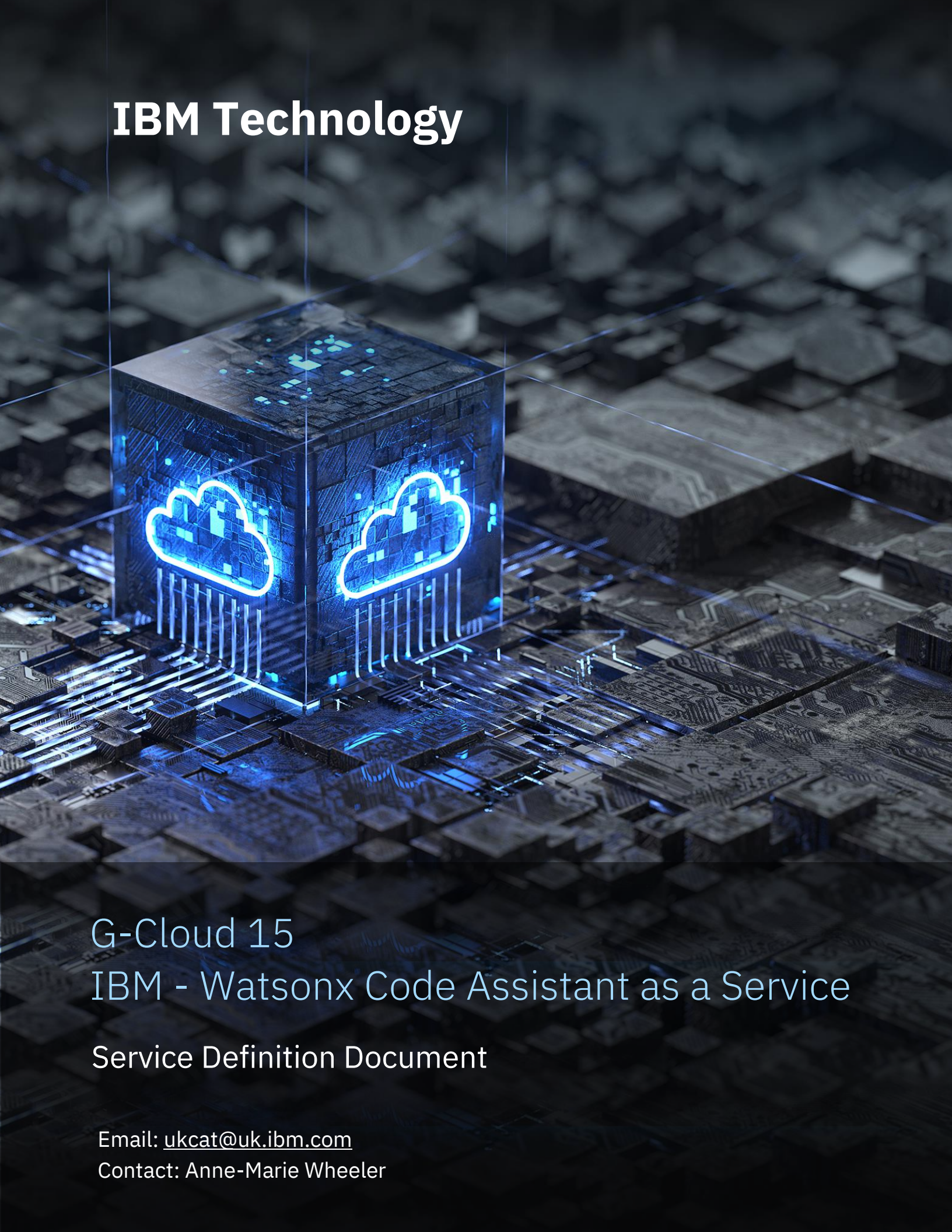


IBM Technology



G-Cloud 15

IBM - Watsonx Code Assistant as a Service

Service Definition Document

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IBM Cloud Additional Service Description

IBM watsonx Code Assistant Service on IBM Cloud

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

1. Cloud Service

1.1 Offerings

IBM watsonx Code Assistant Service is a generative AI based service powered by IBM's watsonx platform and IBM's foundation models. The Client may select from the following available offerings.

1.1.1 IBM watsonx Code Assistant for Z as a Service

This is an IBM Cloud service that enables Clients to transform code from COBOL to Java. The service also contains a COBOL Code Explanation feature to help Clients understand and document their applications.

IBM watsonx Code Assistant for Z as a Service is an add on to IBM watsonx Code Assistant for Z.

1.1.2 IBM watsonx Code Assistant for Red Hat Ansible Lightspeed

This is an IBM Cloud hosted service that enables Clients to generate Ansible content. Client may select from the Essentials Plan or the Standard Plan.

IBM watsonx Code Assistant for Red Hat Ansible Lightspeed requires entitlement to the Red Hat Ansible Automation Platform.

1.1.3 IBM watsonx Code Assistant for Red Hat Ansible Lightspeed Tuning

This Cloud Service allows Clients to access model tuning capabilities as part of the watsonx Code Assistant for Red Hat Ansible Lightspeed Standard Plan using Client's existing Ansible content.

1.1.4 IBM watsonx Code Assistant

This is an IBM Cloud hosted service that enables Clients to access an AI-powered assistant designed to bring the power of generative AI and advanced automation to the enterprise. This solution from IBM aids developers to accelerate the software development lifecycle (SDLC), driving both code productivity and quality across programming languages. Client may select from the Essentials Plan, the Standard Plan, or the Trial Plan. The Standard Plan includes the end-to-end transformation and modernization of Enterprise Java Applications.

2. Data Processing and Protection Data Sheets

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

IBM watsonx Code Assistant for Z as a Service

<https://www.ibm.com/terms/?id=6E6367A59DF14A38AE504B4761362948>

IBM watsonx Code Assistant for Red Hat Ansible

<https://www.ibm.com/terms/?id=259E4793D57F488086429652229E8044>

IBM watsonx Code Assistant as a Service

<https://www.ibm.com/terms/?id=EA3CACE625F34D1CBB415ABD7ED0E04D>

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 a 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.
 - For IBM watsonx Code Assistant for Z as a Service, a Resource Unit is equivalent to 150,000 tokens. A token is a collection of characters that has semantic meaning for a model. Tokenization is the process of converting the words in a task into tokens.
 - For IBM watsonx Code Assistant for Red Hat Ansible Lightspeed Essentials Plan and Standard Plan, a Resource Unit is equal to 10,000 tokens, which is generally equivalent to 20 Ansible tasks. A token is a collection of characters that has semantic meaning for a model. Tokenization is the process of converting the words in a task into tokens.
 - For IBM watsonx Code Assistant for Red Hat Ansible Lightspeed Tuning, a Resource Unit is equivalent to 1 hour of Tuning (or 1 hour spent in watsonx Code Assistant's Tuning Studio).
 - For IBM watsonx Code Assistant Essentials Plan and Standard Plan, a Resource Unit is equal to 10,000 tokens, which is generally equivalent to 20 task prompts. A token is a collection of characters that has semantic meaning for a model. Tokenization is the process of converting the words in a task into tokens.

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

Enabling Software may only be used with IBM watsonx Code Assistant Plans and is provided to Client under the following terms. IBM may update the license terms associated with the Enabling Software referenced in the table. Client may review the most current License Information terms found at: <https://www.ibm.com/support/customer/csol/terms/licenses#license-search>.

- a. Enabling Software available for IBM watsonx Code Assistant Trial and Essentials Plans

Enabling Software	Applicable License Terms
IBM watsonx Code Assistant (extension for Visual Studio Code)	https://www.ibm.com/terms/?id=L-JLCG-4L8NFT
IBM watsonx Code Assistant (extension for Eclipse)	https://www.ibm.com/terms/?id=L-EPWW-3MYZBR

- b. Enabling Software available for IBM watsonx Code Assistant Standard Plan

Enabling Software	Applicable License Terms
IBM watsonx Code Assistant (extension for Visual Studio Code)	https://www.ibm.com/terms/?id=L-JLCG-4L8NFT
IBM watsonx Code Assistant (extension for Eclipse)	https://www.ibm.com/terms/?id=L-EPWW-3MYZBR
IBM watsonx Code Assistant for Enterprise Java Applications (extension for Visual Studio Code and Eclipse)	https://www.ibm.com/terms/?id=L-PKAE-345X6S

5.2 Trial Cloud Service Limitations

Client may not use IBM watsonx Code Assistant Trial Plan for production use. Client may only participate in a trial for IBM watsonx Code Assistant Trial one time. If Client wishes to continue with IBM watsonx

Code Assistant Trial Plan upon expiration of the trial period, Client will need to submit an order for the generally available Cloud Service offering. IBM watsonx Code Assistant Trial Plan is available AS-IS without warranties or indemnities.

5.3 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 (including obligations related to third party licenses referenced in outputs) and Client should exercise discretion and evaluate whether outputs generated from the model are appropriate for the Client's environment. The generated outputs will likely require modifications by the Client. 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.

5.4 Data Sharing with Red Hat (Ansible only)

For IBM watsonx Code Assistant for Red Hat Ansible Lightspeed, the Client authorizes IBM to disclose generated outputs to Red Hat, Inc., for use with Red Hat Ansible Automation Platform.

5.5 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):

- a. Client has a paid subscription to the Cloud Service at the time Client generates the Output.
- b. 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;
- c. Client was using a supported version of the Cloud Service;
- d. the Output at issue was generated in connection with an Indemnified Use Case;
- e. Client takes mitigating actions reasonably requested by IBM, which may include ceasing use of the allegedly infringing Output; and
- f. Client had no reasonable basis to know that the Content or Output was infringing or likely to cause an infringement.

"**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.

5.6 AI Use Restrictions

Client agrees not to, and not to direct or allow third parties, use the 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 Client chooses to use it in such, please contact ChiefPrivacyOffice@ca.ibm.com.

6. Overriding Terms

6.1 Support Deviations

The following applies to Client support experiences for IBM watsonx Code Assistant Trial Plan, IBM watsonx Code Assistant Essentials Plan, and IBM watsonx Code Assistant Standard Plan:

- a. EU Supported case management option is not provided. If Client orders one of the above listed plans on an account that Client selected for EU Supported case management, the cases will be worked by the global Cloud teams.
- b. The SLOs for the above listed plans are as follows:
 - (1) For Severity 1 cases, the Advanced Support response goal is 30 minutes (24 hours, 7 days a week).
 - (2) For Severity 2, Severity 3, and Severity 4 cases, as of November 15, 2024, Client will receive an update from 8:00 am US Eastern Monday until 7:59 pm US Eastern Friday with a response goal of 1 business hour for Advanced Support. For Severity 2, Severity 3, and Severity 4 cases, as of November 15, 2024, Client may not receive an update from 8:00 pm US Eastern Friday until 8:00 pm US Eastern Sunday.
- c. For the above listed plans, 24x7x365 support case management will only be provided for Severity 1 cases from Advanced support tier Clients. For Severity 2, Severity 3, and Severity 4 cases, as of November 15, 2024, Client may not receive an update from 8:00 pm US Eastern Friday until 8:00 pm US Eastern Sunday.
- d. Chat support is not provided.
- e. Phone support is not provided.

