

IBM Technology



G-Cloud 15 IBM Watsonx BI as a Service Service Definition Document

Email: ukcat@uk.ibm.com

Contact: Anne-Marie Wheeler

IBM Cloud Additional Service Description

IBM watsonx BI as a Service

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

1. Cloud Service

IBM watsonx BI as a Service is a software-as-a-service platform that provides Client with access to a catalog of prebuilt and custom skills, uses natural language processing, and includes capabilities to discover and build conversational AI assistants and automations.

Key features of this Cloud Service include:

- Data connectivity
- Metadata enrichment
- Semantic modeling
- Metrics generation
- Metrics catalog
- Conversational data inquiry
- Data visualization
- Progressive disclosure

For IBM watsonx BI as a Service Premium or IBM watsonx BI as a Service Add-on for Cognos Analytics, Client must separately acquire entitlements to IBM watsonx.data intelligence.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM watsonx BI as a Service Premium Trial

This trial service is provided for 30-days at no charge after which the service will end. This trial Cloud Service does not include the technical support described in this document and it is not intended for production use.

IBM watsonx BI as a Service Premium Trial includes 5 Active Users and 1000 assets. Assets are calculated by the number of governance artifacts in the business glossary and the number of selected assets in the projects and catalogs.

1.1.2 IBM watsonx BI as a Service Premium

IBM watsonx BI as a Service Premium is a cloud-based business intelligence solution for organizations with analytics capabilities. An Instance of this pay-per-use service includes 5 Active Users.

1.1.3 IBM watsonx BI as a Service Add-on for Cognos Analytics

IBM watsonx BI as a Service Add-on for Cognos Analytics is designed for existing Clients of IBM Cognos Analytics who want to expand their use to include business intelligence functionality leveraging a cloud-based environment. An Instance of this pay-per-use service includes 5 Active Users.

Client must have active entitlements to one of the following IBM programs or Cloud Services to use IBM watsonx BI as a Service Add-on for Cognos Analytics:

- IBM Cognos Analytics
- IBM Business Analytics Enterprise
- IBM Cognos Analytics on Cloud

1.2 Optional Services

1.2.1 IBM watsonx BI as a Service Premium 10 Active User

This service provides Client the ability to expand the number of Active Users included with the IBM watsonx BI as a Service Premium Instance. Client will be charged in groups of ten (10) Active Users on a pay per use basis if Client exceeds the Active Users included in the Instance.

1.2.2 IBM watsonx BI as a Service Add-on for Cognos Analytics Active User

This service provides Client the ability to expand the number of Active Users included with the IBM watsonx BI as a Service Add-on for Cognos Analytics Instance. Client will be charged in groups of ten (10) Active Users on a pay per use basis if Client exceeds the Active Users included in the Instance.

2. Data Processing and Protection Data Sheets

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

<https://www.ibm.com/terms/?id=CFF0AA9381A54D5D9E58439A23F22FD0>

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 Cloud Service.

3.2 Technical Support

The support terms set forth in the base IBM Cloud Service Description apply to this Cloud 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:

- 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.
- Instance is each access to a specific configuration of the Cloud Services.

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 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 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 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 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 Technology Previews

IBM may make certain pre-release models or capabilities available to Client at no additional cost as a Preview Cloud Service for the purpose of evaluating its functionality and to provide feedback to IBM ("Technology Preview"). Technology Previews may have a limited set of features, are deployed on IBM Cloud and hosted in the Dallas data center. Other locations are not available.

Models available as Technology Preview are identified as such by the designation of "-rc" (release candidate) at the end of a model name; in the user interface next to the model name in the model gallery and in the Model Information; and in the API response.

Some Technology Preview models may be Non-IBM Products. By using a Technology Preview model that is a Non-IBM Product, Client accepts the applicable terms, including any associated obligations and use restrictions specified in the Model Information.

The Data Sheet as referenced in Section 2 does not apply to Technology Previews.

The Output IP Indemnity does not apply to Technology Previews.

Client is responsible for any Content input to the Technology Preview model and any decision to proceed with, or use, any output that are suggested by the Technology Preview model. IBM has no responsibility for any such output.

In exceptional circumstances it may be necessary for IBM to take steps to suspend or limit unreasonable use by Client of the Technology Preview.

6. Overriding Terms

6.1 Support Deviations

The following applies to Client support experiences for IBM watsonx BI as a Service Premium or IBM watsonx BI as a Service Add-on for Cognos Analytics:

- 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.

