



IBM Terms of Use – SaaS Specific Offering Terms

IBM Watson for Drug Discovery

The Terms of Use ("ToU") is composed of this IBM Terms of Use – SaaS Specific Offering Terms ("SaaS Specific Offering Terms") and a document entitled IBM Terms of Use – General Terms ("General Terms") available at the following URL: <http://www.ibm.com/software/sla/sladb.nsf/sla/tou-gen-terms/>.

In the event of a conflict, the SaaS Specific Offering Terms prevail over the General Terms. By ordering, accessing or using the IBM SaaS, Client agrees to the ToU.

The ToU is governed by the IBM International Passport Advantage Agreement, the IBM International Passport Advantage Express Agreement, or the IBM International Agreement for Selected IBM SaaS Offerings, as applicable ("Agreement") and together with the ToU make the complete agreement.

1. IBM SaaS

The following IBM SaaS offerings are covered by these SaaS Specific Offering Terms:

- IBM Watson for Drug Discovery
- IBM Watson for Drug Discovery Dedicated

2. Charge Metrics

The IBM SaaS is sold under one of the following charge metric(s) as specified in the Transaction Document:

- a. **Authorized User** – is a unit of measure by which the IBM SaaS can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the IBM SaaS in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the IBM SaaS during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.

3. Charges and Billing

The amount payable for the IBM SaaS is specified in a Transaction Document.

3.1 Partial Month Charges

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

4. Term and Renewal Options

The term of the IBM SaaS begins on the date IBM notifies Client of their access to the IBM SaaS, as documented in the PoE. The PoE will specify whether the IBM SaaS renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the IBM SaaS will automatically renew for the term specified in the PoE.

For continuous use, the IBM SaaS will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The IBM SaaS will remain available to the end of the calendar month after such 90 day period.

5. Technical Support

IBM Watson Health support ("Watson Support") is included with the IBM SaaS and is not available as a separate offering.

Watson Support will provide a web-based support portal for submission and management of incidents requiring IBM Watson Health support to assist or resolve. Further support information will be provided during provisioning to the IBM SaaS. IBM reserves the right to change any URL, or email address related to technical support and will promptly notify you of any change.

No Personal Information, Sensitive Personal Information, or Personal Health Information data can be included in any documentation or information when reporting an incident to Watson Support.

5.1 Back Up of Content

Client is responsible for backing up and maintaining all master copies of Client Data provided by Client for processing by the IBM SaaS.

6. Client Data Rights and Use

If Client provides Client Data to IBM for use in the IBM SaaS, Client agrees, to the extent permitted by applicable laws and regulations, to the terms of this section of the Service Description.

Client agrees and represents that it has obtained, and is responsible for maintaining, all necessary rights, permissions, consents, authorizations, and permitted waivers of the same (including those required by applicable federal and state law) to disclose the Client Data to IBM and to grant the license described below.

Client will cooperate with IBM and sign any further documents and take any other actions to effectuate the license rights set forth in this section.

During the term of Client's subscription to the IBM SaaS, Client grants IBM a worldwide, fully-paid, royalty-free, license to use, import, modify, copy, transmit, display, reproduce, sublicense, aggregate, compile, decompile, manipulate, supplement, adapt, translate, distribute internally and create derivative works based on the Client Data as necessary for IBM to provide the IBM SaaS to Client and to the extent permitted by applicable law.

Client acknowledges it will not cause harm, interfere with or violate the integrity or security of the IBM SaaS and any IBM network or system with the use of viruses or harmful code. Client agrees to scan all attachments prior to providing them to IBM to be ingested into the IBM SaaS.

7. IBM SaaS Offering Additional Terms

7.1 Data Collection

Client is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Client (your employees and contractors) related to the use of the IBM SaaS, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our IBM SaaS for the purpose of improving user experience and/or tailoring interactions with Client. Client confirms that it will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client's employees and contractors to access, update, correct or delete their collected personal information.

7.2 Derived Benefit Locations

Where applicable, taxes are based upon the location(s) Client identifies as receiving benefit of the IBM SaaS. IBM will apply taxes based upon the business address listed when ordering an IBM SaaS as the primary benefit location unless Client provides additional information to IBM. Client is responsible for keeping such information current and providing any changes to IBM.

7.3 Links to Third Party Websites or Other Services

If Client or an Authorized User transmits content to a third party website or receives information from it or other services that are linked to or made accessible by the IBM SaaS, Client and its Authorized Users provide IBM with the consent to enable any such transmission of content, but such interaction is solely between Client, the Authorized User and the third party website or service. IBM makes no warranties or representations about such third party sites or services, and shall have no liability for such third party sites or services.

7.4 Not Intended as a Medical Device

CLIENT AGREES THAT THE IBM SAAS IS NOT INTEND TO CONSTITUTE A DEVICE AS DEFINED IN SECTION 201(h) OF THE UNITED STATES FOOD, DRUG AND COSMETIC ACT AS AMENDED AND SECTION 2 OF THE CANADIAN FOOD AND DRUGS ACT (OR A SIMILAR DEFINITION UNDER APPLICABLE LAWS AND/OR REGULATIONS OF OTHER JURISDICTIONS) FOR USE IN THE INVESTIGATIONAL DIAGNOSIS AND/OR TREATMENT OF SUBJECTS OR COMMERCIAL DIAGNOSIS AND/OR TREATMENT OF PATIENTS.

7.5 No Guaranty of Compliance

Use of the IBM SaaS does not guarantee compliance with any law, regulation, standard or practice, including, without limitation, compliance with any requirement enforced by any regulatory body, including the U.S. FDA or any similar agency outside the U.S. (collectively the "Regulatory Requirements"). Such Regulatory Requirements include, without limitation, the U.S. FDA's Premarket Approval (21 C.F.R. Part 814), Quality Systems Regulations (21 C.F.R. Parts 210, 211 and 820), electronic records (21 C.F.R. Part 11) and human subjects research (21 C.F.R. Parts 50 and 56) requirements, as may be applicable. Client acknowledges that IBM is acting as an information technology provider only and does not purport to be engaged in the practice of medicine or any other professional clinical or licensed activity. Client is solely responsible for determining the applicability of and complying with all relevant laws, regulations and licensing requirements that apply to the use of the IBM SaaS offering and the delivery of healthcare services. Any directions, suggested usage, or guidance provided by the IBM SaaS does not constitute medical, legal, accounting, or other professional advice, and you are cautioned to obtain your own medical, legal or other expert counsel. Client is solely responsible to ensuring Client and user activities comply with all applicable laws, regulations, standards and practices.

7.6 Audit Rights

Client shall retain records to substantiate (i) that each Authorized User corresponds to a unique individual for purposes of calculating charges; (ii) the correct and true identity of all Authorized Users; and (iii) that only Authorized Users use the IBM SaaS.

Upon IBM's request, but no more frequently than annually (unless in response to a good-faith dispute), Client will permit IBM to have access during normal business hours to such Client records and information as may be necessary. Client will provide its full cooperation in such an audit, which must be communicated in advance by IBM with a two business day's written notice.

7.7 Use of the IBM SaaS

The IBM SaaS is not a substitute for independent medical research and judgment.

Client agrees that IBM may use, without restriction whatsoever, any feedback about the IBM SaaS that Client provides to IBM.

Appendix A

1. IBM SaaS Description

IBM Watson for Drug Discovery is a cloud-based, cognitive solution, solution that provides unique dynamic visualizations and ranked predictions backed by passage-level evidence drawn from a wide set of heterogeneous public and private content, such as medical journal articles, textbooks, and patents.

The IBM SaaS is provided in one of two configurations, as documented in the PoE: (i) the IBM Watson for Drug Discovery service, or (ii) the IBM Watson for Drug Discovery Dedicated service.

1.1 IBM Watson for Drug Discovery

IBM Watson for Drug Discovery is designed to enable life science researchers to obtain insights into target identification and drug repurposing by analyzing millions of articles and other corpus data.

The IBM SaaS is a cognitive computing research assistant that includes the ability to:

- harness data from a variety of sources like Medline abstracts, patents, and full text journal articles;
- evaluate data and map relationships within a scientific domain like gene relationships or relationships across genes to disease or proteins to compounds, and offer a visual display of how elements of interest are related to others;
- generate hypotheses that can enhance innovation and accelerate drug discovery by exploring relationships and connections between genes, drugs, and diseases;
- explore and rank thousands of potential candidates as therapeutic targets beyond what can be assessed using traditional methods;
- identify similarities between known compounds based on structure and context, and uncover statistically significant correlations between different entities types based on their co-occurrence within various data sources; and
- bring the evidence supporting each relationship directly to the user, pointing to the passage of supporting text.

All Authorized Users across all Clients will access the same shared production environment of the IBM SaaS. Each Authorized User of the IBM SaaS will access the same shared content, but will not have access or visibility to information about the use of the IBM SaaS by other Clients.

1.2 IBM Watson for Drug Discovery Dedicated

The IBM Watson for Drug Discovery Dedicated service has the same features as the IBM Watson for Drug Discovery service described above, with the exception that each Client of the IBM Watson for Drug Discovery Dedicated service is able to provide its own content (the "Client Data") to be ingested into a dedicated instance of the IBM SaaS. Only IBM, the Client and its Authorized Users will have access to the Client's dedicated instance of the IBM SaaS with the Client Data. A separate Transaction Document between Client and IBM may be required for a Client to use its Client Data ingested into the IBM SaaS.

Client Data will be provided by Client in English only.

1.3 Operational Environment

The IBM SaaS operational environment is comprised of one production environment ("Production Environment") and one non-production environment ("Test Environment"). The Production Environment of the IBM SaaS is accessible to all Authorized Users. It provides responses based solely on the IBM SaaS code and content that has been promoted to the Production Environment. When required, IBM will perform all code publishing to the Production Environment.

The Test Environment will be used for any necessary testing of the IBM SaaS.

1.4 Language Limitations

The IBM SaaS is not configured to process languages other than English. Grammatical errors and similar improper English language conventions in the content may reduce the effectiveness of the IBM SaaS.

2. Personal Information and Regulated Content

This IBM SaaS is not designed to receive or hold any content that may be subject to specific government regulations or specific privacy or security requirements for regulated content, such as personal information, individually identifiable information, protected health information or sensitive personal information. Accordingly, Client agrees that it will not, under any circumstances, input any such content that may be subject to any specific regulations and/or additional privacy or security requirements.