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| IBM Software Services – Scope of Work (SOW) |  |

Service Description: IBM Cloud Garage Design Thinking Workshop with Blockchain

This Service Description describes the Services IBM will provide to Client.

Service Description

IBM will lead a collaborative two-day IBM Cloud Garage Design Thinking Workshop with the Client to align the collective team on the Client’s business opportunity, develop deep understanding of the Client’s end user, and define a Minimum Viable Product (MVP) in the form of an MVP statement. To define the MVP statement, IBM will lead the Client through a series of modules to:

* Understand and empathize with the user’s pain points
* Define the business network
* Rapidly explore ideas for solving the user’s needs
* Establish a solution hypothesis, based upon the ideas, assumptions, risks and technical feasibility

Definitions

Minimum Viable Product – the smallest product you can build to validate the greatest risk.

IBM Responsibilities

Under this Order, IBM will undertake the following activities:

Activity 1 – IBM Cloud Garage Design Thinking Workshop with Blockchain

IBM Cloud Garage Design Thinking Workshop with Blockchain includes up to two people, one Cloud Garage Designer and one Cloud Garage Blockchain Architect, over a single week (up to 5-days) and a maximum of 80 person-hours at an IBM Cloud Garage or other IBM location. The IBM Cloud Garage Design Thinking Workshop with Blockchain use case is defined by discussion between Client and the IBM team. The associated activities are as follows:

* Obtain alignment on the business opportunity
* Understand the business network and the roles and processes within it
* Brainstorm on solutions
* Explore blockchain technical fit
* Identify hypotheses & to-be process map
* Define Minimum Viable Product (MVP)

This activity may include the following exercises:

* + - 1. Introduce IBM Design Thinking
      2. Map As-Is process and business network
      3. Identify user pain points
      4. Brainstorm ideas to solve user pain points
      5. Identify hypotheses and experiments
      6. Explore technical feasibility
      7. Create and establish consensus on an MVP statement

***Completion Criteria:***

This workshop will be complete when the Outcomes Deck has been delivered and reviewed with your project manager.

***Deliverables:***

1. Design Thinking Workshop with Blockchain Outcomes Deck: Captures the main ideas, themes and insights of the workshop in the form of a presentation deck. Provides an executive summary and documents the artifacts, key decisions and definition of the MVP.

Your Responsibilities

Your Solution Manager

You will designate a Solution Manager to communicate with IBM and act on your behalf regarding this solution.

Your Solution Manager's responsibilities include the following:

* + - * 1. obtaining and providing information, data, and decisions within three working days of IBM's request unless you and IBM agree in writing to a different response time; and
        2. reviewing with the IBM SolutionManager any of your invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may affect price.

Your Other Responsibilities

You hereby agree that IBM may cite Client’s company name and the general nature of the Services IBM performed for Client to IBM’s other Clients and other prospective Clients.

You will:

* + - * 1. obtain any approvals and enable access necessary for IBM to access and use your resources and systems to the extent necessary for IBM to provide the Services;
        2. make suitable staff, information, and materials available as IBM reasonably requires. IBM will not be liable for any damage or delay arising from inaccurate, incomplete, or otherwise defective information and materials supplied by or on behalf of Client;
        3. be responsible for agreements with, management of, and the input and work of third parties whose work may affect IBM’s ability to provide the Services. Except to the extent IBM specifically agrees otherwise in this Service Description, Client is solely responsible for any third-party hardware, software or communications equipment used in connection with the Services;
        4. be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and
        5. ensure that IBM is not exposed in performance of the Services to any US regulated data (whether HIPAA or FFIEC or other), any Canadian regulated data (whether PIPEDA or local province regulated health data or other) or any other Personally Identifiable Information (PII) originating from and regulated by any country outside the United States or Canada.
        6. Participants of the IBM Design Thinking Workshop from Client must include:

Business sponsor(s) of project

Product manager

Technical leader to provide expertise on data available from existing systems

* + - * 1. All participants of the IBM Design Thinking workshop session must actively engage in the exercises and make decisions during the workshop to define the MVP statement and hypotheses

Estimated Schedule

The Estimated Start Date for these services will be on or after the date of mutual contract execution, as agreed between the parties. The Estimated End Date will be 30 days after the date of mutual contract execution. Estimated Start and End Dates may be agreed by email between the parties.

Deliverables

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| **Deliverable** | **Deliverable Type** |
| Design Thinking Workshop Outcomes Deck | Project Materials |

In the event a deliverable is inadvertently omitted from the list above, IBM will notify Client of the identity and the appropriate designation of the deliverable.

Completion Criteria

IBM will have fulfilled its obligations under this Order when any one of the following first occurs:

* + - 1. IBM completes the IBM responsibilities, including provision of the deliverables, if any; or
      2. the Services are terminated in accordance with the provisions of this Order and the Agreement.

**Charges**

The Services will be conducted on a fixed price basis. The fixed price for performing the Services defined in this Service Description will be $32,200.00. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Travel and living expenses are not expected. Should any travel to your facility under this Service Description be required, estimated travel and living expenses will be paid by you and will be authorized through a Project Change Request (PCR).

IBM will invoice you monthly for the Services performed in equal monthly amounts over the period of the performance specified in the “Estimated Schedule” section, plus applicable taxes, travel and living expenses, and other reasonable expenses incurred in connection with the Services

Following execution of this agreement IBM may perform a credit check on you within 90 days. IBM reserves the right to terminate this agreement without liability if you do not pass this credit check (as determined in IBM's sole discretion).