



April 1, 2020

Williamson County  
710 S. Main Street  
Georgetown, TX 78626

We appreciate the opportunity to assist Williamson County (the "Agency") with your rapid COVID-19 response efforts, including a free, 90-day trial of IBM's Watson Citizen Chat Assistant (the "Tool"). In response to your request that IBM provide the Tool and begin working on this project, IBM has provided links for your access to (and acceptance of terms for) the Tool and related services (the "Services") as described in this letter (the "Preliminary Commencement Letter").

As agreed, your use of the Tool and any other services IBM may provide will be governed by terms and conditions equivalent to IBM's Texas DIR Contract No. DIR-TSO-3996 (the "Agreement"), incorporated herein by reference, and shall continue to apply until such time as the parties can negotiate and memorialize permanent terms (the "Permanent Agreement"). The terms of the Agreement can be found at <https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-3996>. Solely for purposes of reporting under the Agreement, the free 90-day trial shall not be considered a transaction under the Agreement though all other terms and conditions shall govern.

#### **Acknowledgement**

The Parties acknowledge that free access to the Tool is provided to the Agency, and not to any particular individual or Agency employee. Neither IBM nor the Agency believes that free access to the Tool raises any actual or potential conflicts of interest. Such free access is independent of any past, present or potential future arrangements, and is not connected to an existing business relationship between the Agency and IBM. The Agency agrees that free access to the Tool is not intended to influence, and will not influence, the procurement decisions of the Agency (or any organization with which your elected and appointed officials are affiliated), and that such free access is not intended, in any manner, to circumvent any established Agency, city, or state procurement or ethics laws or rules. No activities conducted on the Tool are to be used to undertake any activity that may directly or indirectly support terrorists or acts of terrorism, or for any other unlawful purpose.

The Agency confirms that free access to the Tool complies with all applicable city and state ethics laws, and that such access does not conflict with any applicable law, regulation, or agency policy. The Agency has obtained all necessary approvals and authorizations to accept free access to the Tool.

Free access to the Tool is provided on the understanding confirmed by the Agency that such access will not preclude or restrict IBM from proposing or bidding on any business opportunities that might exist now or in the future with the Agency (or any organization with which your elected and appointed officials are affiliated). Free access to the Tool is not made for the purpose of lobbying. The Agency and IBM will each take appropriate action to mitigate or eliminate any conflicts of interest that might interfere with free access to the Tool or any future agreements between the parties.

IBM will have fulfilled its obligations under this Preliminary Commencement Letter on the earliest of:

- a) 90<sup>th</sup> day following execution of this Preliminary Commencement Letter, or
- b) Completion of the Delivery of the items in Attachment 1, or



c) Either of us indicates in writing that we would like to cease the provision of these Services.

All clients participating in this no charge offering will be required to deploy their workload in the environment which will be set up via adding a functional ID to an existing IBM account. They must also allow IBM to remain a part of the account group throughout the no charge period so IBM can monitor consumption and adoption to calculated expected cost.

Clients who leverage Watson during this no charge period are doing so without any future commitment to leverage Watson within their organization and the offering may not be extended as part of a concession or compliance settlement.

Please feel free to contact me with any questions or comments you may have, in particular if you do not agree with the terms of this Preliminary Commencement Letter. I look forward to working with you on this important project. Please accept the terms of this Preliminary Commencement Letter by an email acknowledgement of this letter.

Attachment to this letter:

Attachment 1 - IBM deliverables and key activities

Agreed to:	Agreed to: <b>International Business Machines Corporation</b>
By _____ Authorized signature	By <i>Tracy H. Diaz</i> _____ Authorized signature
Name: (type or print) _____	Name: (type or print) <i>Tracy H. Diaz</i> _____
Date: _____	Date: <i>4/1/20</i> _____

ATTACHMENT 1

**Attachment 1: IBM Deliverables and Key Activities**

<b>SaaS on the IBM Cloud: 90 days complimentary SaaS Public Cloud subscription</b>	<ul style="list-style-type: none"><li>• Watson Assistant</li><li>• Watson Discovery</li><li>• Speech &amp; Text Services, with multilingual capabilities</li><li>• Additional Cloud SaaS/PaaS Services required to deploy the Watson COVID-19 Use Case.</li></ul>
<b>Pre-loaded Content</b>	<ul style="list-style-type: none"><li>• IBM will stand-up the foundational text and speech Covid-19 virtual assistant</li><li>• Deploy Pre-trained intents answering most basic questions about Covid-19<ul style="list-style-type: none"><li>○ 15 Pre-trained Generic Covid-19 FAQ</li><li>○ Access to Watson Content Catalog</li></ul></li></ul>
<b>Support</b>	<ul style="list-style-type: none"><li>• Cloud Subscription support</li><li>• Client Success Manager Assigned</li><li>• Access to both self-paced and instructor-led education</li><li>• Training on building FAQ and dialogue flows</li></ul>
<b>Expertise Connect</b>	<ul style="list-style-type: none"><li>• 3-month block of access to IBM experts to address topics such as deployment planning, proper use of APIs, maintenance, and architecture during the same period than the complementary SaaS subscription.</li></ul>