

IBM Cloud Additional Service Description

IBM Watson Tone Analyzer

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

1. Cloud Service

The IBM Watson Tone Analyzer service uses linguistic analysis to detect and interpret emotional, social and language cues found in text. This service enables people to discover and understand the tones that are present at both a sentence and document level in a piece of text.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Watson Tone Analyzer Standard

Standard is a multi-tenant deployment of the Cloud Service applied in IBM Cloud Local.

- The Standard deployment comes in a Lite or Standard plan.

1.1.2 IBM Watson Tone Analyzer Premium

Premium is a single-tenant deployment of the Cloud Service with Premium plan applied in IBM Cloud Local. Premium deployments offer Cloud Services with isolated computational components, encrypted data in transit and at rest, on shared IBM Cloud infrastructure.

1.1.3 IBM Watson Tone Analyzer Dedicated

Dedicated is a single-tenant deployment of the Cloud Service in IBM Cloud Dedicated.

2. Data Processing and Protection Data Sheets

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

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=3F26B29034AF11E58AF985BE84618DBC>

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:

- API Call is the invocation of the Cloud Services through a programmable interface.
- Instance is each access to specific configuration of the Cloud Services.

5. Additional Terms

5.1 Continuous Delivery and Model Improvements

5.1.1 Continuous Delivery

This section applies to **Standard** and **Premium** deployments only.

These Cloud Service deployment plans operate under a continuous delivery model, which allows for updates without causing downtime to the Client.

5.1.2 Model Improvements

The underlying learning models in the Cloud Service may be periodically modified by IBM, based on learning, in order to improve its performance. Updates to the model will be communicated in the documentation. Existing models that Client has trained in a Cloud Service deployment will not be immediately impacted. Expired models will be updated to the current model, if not already done so by the Client, after 60 days of a new model becoming available, without interruption to the Cloud Service.

5.2 Destruction of Data

This section applies to **Standard** deployments only.

IBM reserves the right to destroy Client's Content after 120 days of inactivity in the Cloud Service.

6. Overriding Terms

6.1 Use of Client Content and Data

6.1.1 Content and Data Rights granted by Client

This section applies to **Standard** deployments only.

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties: IBM will not use or disclose the results arising from Client's use of the Cloud Service that are unique to your Content (Insights) or that otherwise identify Client. However, as part of the Cloud Service, IBM uses Content and other information (except for Insights) that results from Content in the course of providing the Cloud Service for research, testing, and offering development related to the Cloud Service.

6.1.2 Feedback

Client may suggest that IBM enhance IBM Watson (Feedback). Client is under no obligation to provide Feedback and IBM is free to use all Feedback that Client provides.

6.1.3 Offering Configuration

This section applies to **Standard** deployments only.

Client can instruct IBM not to use Client Content for the purposes outlined in "Continuous Delivery" by revising the header in a REST API call with the following header when submitting Client's Content:

```
"X-WATSON-LEARNING-OPT-OUT: 1"
```

As an example, if Client's original request was:

```
curl -u <username>:<passwd> -H "Accept: application/json" -d <payload_data> <service_url>
```

Client must revise it as follows:

```
curl -u <username>:<passwd> -H "Accept: application/json" -H "X-WATSON-LEARNING-OPT-OUT: 1" -d <payload_data> <service_url>
```

If Client revises the header in Client's REST API call, IBM will follow such instruction for the future provision of the Cloud Service and will not use Client's Content associated with that submission except as otherwise authorized under the IBM Cloud Service Description. Header must be revised for each submission of data.

6.1.4 Training Data

The following prevails over anything to the contrary in the Data Sheet referred to in the "Data Processing and Protection Data Sheets" section of this Service Description and the Content and Data Protection section of the base Cloud Service terms between the parties. The Data Sheet sets out the Types of

Personal Data and Special Categories of Personal Data that generally can be processed within this Cloud Service. Client should not use the Types of Personal Data, Special Categories of Personal Data, or other Personal Data in this Cloud Service as training data or data that is used to enrich the Cloud Service and custom models.