



IBM Cloud Additional Service Description

IBM Watson Discovery

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

1. Cloud Service

The IBM Watson Discovery Cloud Service allows developers to find answers and identify patterns in data by providing a simple data ingestion experience, integration with advanced natural language understanding capabilities, and a unified query language. The Cloud Service provides for two ways to interact with data:

- Bring your own data (BYOD) where a Client can create collections and ingest their own data, enrich it with natural language processing and content for query (Client Content); and
- Pre-enriched content where a Client can access read-only data sources that have already been ingested, enriched with natural language processing capabilities, and made available for query (IBM Content).

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Watson Discovery Standard

Standard is a multi-tenant deployment of the Cloud Service applied in IBM Cloud Public. Standard deployments offer REST APIs for content analysis of posted HTML/text document and any publicly-accessible webpage. The Cloud Service allows Clients to deploy and use custom models for language processing. Such custom models are billed separately.

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

1.1.2 IBM Watson Discovery Premium

Premium is a single-tenant deployment of the Cloud Service with Premium plan applied in IBM Cloud Public. Premium deployments offer Cloud Services with isolated storage on shared IBM Cloud infrastructure.

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=A1417A507E8211E6BA51E79BE9476040>

3. Service Levels and Technical Support

3.1 Service Level Agreement

This SLA does not apply to the tool sets that may be provided as part of the Cloud Service which are used to build and configure the Cloud Service.

This Cloud Service offers varying levels of availability based on the Cloud Service Deployment model. Standard deployments are not eligible for availability credits. IBM provides a 99.9% availability SLA for Watson Premium deployments and a 99.5% availability SLA for Watson Standard deployments that are defined as and configured for high availability.

High Availability Premium Environment Availability Service Level	High Availability Standard Environment Availability Service Level	Credit
< 99.9%	< 99.5%	10%
< 99.5%	< 99.0%	25%

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:

- a. Instance is each access to specific configuration of the Cloud Services.
- b. Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service.
- c. Item-Hour is each hour an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service. For Client Content, an Item is a document. A document is defined as a finite volume of data that is enveloped within a document header and trailer record that marks its beginning and end or any electronic representation of a physical document.
- d. Page is a collection of content, converted to PDF if from a web page, contained on one side of a sheet of paper when printed, whether produced in physical or digital format managed or processed the Cloud Service.

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 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. 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, without interruption to the Cloud Service. Any new model trained will incorporate the latest model available.

5.2 High Availability

The Cloud Service offers in-region data redundancy enabling high availability protection. IBM provides automatic data replication for Client databases which contain training and/or custom model data at no additional cost. Replication is completed across in-region availability zones within IBM Cloud data centers.

5.3 Backup & Restore

Clients are responsible for backing up and restoring their own data, including training and/or custom model data as well as any Client generated custom models. For Client backup and restore instructions, please see the Cloud Service documentation.

5.4 Disaster Recovery

In-region Business Continuity is completed by leveraging the automatic replication across in-region availability zones within IBM Cloud data centers.

Clients are responsible for multi-region Disaster Recovery. The responsibilities include backing up, restoring and synching of their own security policies, training and/or custom model data as well as any Client generated custom models. In addition, the client is responsible for routing and/or load balancing across the regions. For Client backup and restore instructions, please see the Cloud Service documentation.

5.5 Destruction of Data

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

IBM reserves the right to destroy Client's Content, including custom models, after 120 days of inactivity.

5.6 License to Pre-Trained Content

This section is not applicable to this IBM 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 Client's Content (Insights) or that otherwise identify Client. However, as part of the Cloud Service, IBM uses Content and other information (except for Insights) that result 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 "Content and Data Rights Granted by Client" 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, including Protected Health Information ("PHI") and payment card data (PCI-regulated content), in this Cloud Service as training data or data that is used to enrich this Cloud Service and custom models.