



## Service Description

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### IBM Watson Analytics for Social Media

This Service Description describes the Cloud Service IBM provides to Client. Client means the company and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents

#### 1. Cloud Service

##### 1.1 IBM Watson Analytics for Social Media

IBM Watson Analytics for Social Media is an online service that allows Client, to access Content from certain Third Party Applications and/or Third Party Sites, subject to availability of the Third Party Sites and/or Third Party Applications, and permits Cloud Service Users to define topics, perform analysis, and view results using pre-packaged reports. Client is responsible for results obtained from the use of the Cloud Service. Cloud Service Authorized User entitlement includes 500,000 Documents. Additional Documents can be purchased in intervals of 1 Million

##### 1.2 IBM Watson Analytics for Social Media Plus

IBM Watson Analytics for Social Media Plus includes all the capabilities of IBM Watson Analytics for Social Media

- Includes 10 users
- Single Tenant which includes up to 1,000,000 documents per month and 5,000,000 documents per project shared amongst users within the tenant

##### 1.3 IBM Watson Analytics for Social Media Professional

IBM Watson Analytics for Social Media Plus includes all the capabilities of IBM Watson Analytics for Social Media

- Includes 25 users
- Single Tenant which includes up to 5,000,000 documents per month and 10,000,000 documents per project shared amongst users within the tenant

A user is each unique user given access to the Cloud Service in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means.

##### 1.4 IBM Watson Analytics for Social Media Additional Documents

Additional Documents for the Cloud Service can be purchased in intervals of 1 Million. Each Million Document entitlement represents one Million Documents.

#### 2. Security Description

This Cloud Service follows IBM's data security and privacy principles for Cloud Service which are available at <https://www.ibm.com/cloud/resourcecenter/content/80> and any additional terms provided in this section. Any change to IBM's data security and privacy principals will not degrade the security of the Cloud Service.

This Cloud Service is US-EU Safe Harbor certified.

This Cloud Service is not designed to any specific security requirements for regulated content, such as personal information or sensitive personal information. Client is responsible to determine if this Cloud Service meets Clients needs with regard to the type of content Client uses in connection with the Cloud Service.

#### 3. Service Level Agreement

IBM provides the following availability service level agreement ("SLA") for the Cloud Service as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

### 3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware of an event that has impacted the Cloud Service availability. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available (“Downtime”). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM’s control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed {10 percent} of one twelfth (1/12th) of the annual charge for the Cloud Service.

### 3.2 Service Levels

Availability of the Cloud Service during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
< 99.0%	2%
< 97.0%	5%
< 95%	10%

\* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the Cloud Service in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month minus the total number of minutes of Downtime in a contracted month divided by the total number of minutes in the contracted month.

Example: 500 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month – 500 minutes Downtime = 42,700 minutes	= 2% Availability credit for 98.8% availability during the contracted month
----- 43,200 total minutes	

## 4. Technical Support

During the subscription period, technical support is provided for the duration of this Cloud Service as set forth in the IBM SaaS Support Handbook at <http://www.ibm.com/software/support/handbook.html> or a subsequent URL provided by IBM. Technical support is included with the Cloud Service and is not available as a separate offering.

## 5. Entitlement and Billing Information

### 5.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- a. Instance is a unit of measure by which the Cloud Service can be obtained. An Instance is access to a specific configuration of the Cloud Service. Sufficient entitlements must be obtained for each Instance of the Cloud Service made available to access and use during the measurement period specified in Client’s PoE or Transaction Document.

- b. Authorized User is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service in any manner directly or indirectly (for example: via 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 Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- c. Million Document is a unit of measure by which the Cloud Service can be obtained. A Document is 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. Each Million Document entitlement represents one Million Documents. Sufficient Million Document entitlements must be obtained to cover the total number of Documents processed by the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

## 5.2 Partial Month Charges

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

## 5.3 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, Client will be charged for the overage as specified in the Transaction Document.

## 6. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service 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 Cloud Service will automatically renew for the term specified in the PoE.

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

## 7. Enabling Software

This Cloud Service includes enabling software, which may be used only in connection with Client's use of the Cloud Service and only for the Cloud Service term.

### 7.1 Additional Information Supplemental Definitions

**"Cloud Service"**, as defined in the Agreement, is a software service and does not include Content, Third Party Applications, nor Third Party Sites.

**"Analysis Reports"** means the results or output from the process of analyzing and deriving information from the Content.

**"Content"** means information, software, and data, including, without limitation, any personal data, hypertext, markup language, files, scripts, programs, recordings, sound, music, graphics, images, applets, or servlets that are created, provided, uploaded, or transferred by Client and any user authorized by Client. Content also includes information or data, in whole or in part, provided by or for Client, or accessed on Client's behalf by IBM or its suppliers, from Third Party Sites. The term "content" as used in the IBM Cloud Services Agreement shall be replaced with "Content" as defined herein.

**"Third Party Applications"** means applications and software provided by individuals or entities other than IBM that interoperate with the Cloud Service.

**"Third Party Sites"** refers to third party websites, including but not limited to, those that include social media content, such as Facebook, Klout, and Twitter.

**"Tweet ID"** means a unique identification number generated for each Tweet.

**"Tweets"** means a public posting with a text body of no more than 140 characters made by any end user of the Twitter service.

**"Twitter Content"** means Tweets and Tweet IDs, public Twitter end user profile information, and any other Twitter data and information made available to Client.

**“Twitter Marks”**– The Twitter name, or logos that IBM makes available to Client, Client’s use of the Twitter Marks is subject to this Agreement and the Twitter Brand Assets and Guidelines located at <https://Twitter.com/logo>.

## 7.2 Internal Use

In addition to the restrictions in the Agreement regarding use of Cloud Service, reports, results, and other output obtained from Cloud Service are provided for Client’s internal use only, and may not be used to provide services to third parties. Client may not sublicense, rent, lease, or otherwise make the reports, results, or other output obtained from Cloud Service available to third parties.

## 7.3 Access and Use of Content, Third Party Applications, and Third Party Sites

Cloud Service provides a means for Client to define, select and access Content from Third Party Applications and Third Party Sites for Client’s use solely within Cloud Service. Content is neither owned nor controlled by IBM or its suppliers, and IBM and its suppliers do not license or otherwise provide any rights in the Content. Content may include materials that are illegal, inaccurate, misleading, indecent, or otherwise objectionable. IBM or its suppliers have no obligation to review, filter, verify, edit or remove any Content. However, IBM or its suppliers may, at their sole discretion, do so.

Cloud Service may contain features designed to interoperate with Third Party Applications and Third Party Sites (e.g., Facebook, or Twitter applications). In addition to the authorizations required in the Agreement for Content, Client shall provide IBM necessary authorizations and access to Content, Third Party Applications, and Third Party Sites to operate Cloud Service on Client’s behalf. Client may be required to enter into separate agreements with the third parties for the access to or use of Content, Third Party Applications and Third Party Sites. IBM is not a party to any such separate agreement and as an express condition of this ToU. Client agrees to comply with the terms of such separate agreements.

When using Content that Client accesses as part of this Cloud Service, Client is strictly allowed to: (a) conduct analysis of the Content and produce Analysis Reports as permitted by the Cloud Service functionality; and (b) display the Content solely within the Cloud Service.

When Client displays Twitter Content, then Client must display the Twitter Content in accordance with the Twitter display requirements located at <https://dev.Twitter.com/terms/display-requirements>.

When using the Twitter Content accesses as part of this Cloud Service, Client is strictly allowed to display Twitter Marks, solely to attribute Twitter as the source of the Twitter Content, as set forth herein.

## 7.4 Restrictions

In addition to conditions of use regarding Cloud Service specified in the Agreement, Client shall not:

- a. access or use Third Party Sites, Third Party Applications, or Content with Cloud Service, including but not limited to copying, modifying or creating any derivative works, if doing so violates applicable privacy laws or any other laws, the terms of any third party licenses, agreements, or any other terms or restrictions;
- b. distribute, demonstrate, display, or otherwise make available Cloud Service or Content to any third party, unless permitted under agreement with the Content provider;
- c. access or use any part of the Cloud Service to create or contribute to a competitive product or service.
- d. aggregate, cache, or store location data or geographic information contained in the Content separately from the Content with which it is associated, or use the location data or geographic data included in the Content for any reason except to identify the location tagged in a Tweet.
- e. commingle the Content with other data, unless the Content will always be clearly attributable to the source, e.g., a Tweet should not be commingled unless it is clearly attributable to Twitter.
- f. use Content made accessible as part of the Cloud Service to perform analysis on a small group of individuals or a single individual for any unlawful or discriminatory purpose.
- g. provide visualization, filtering or curation of Content for purpose of consumer-facing public display of Content, including without limitation any display of Content for mass market media and entertainment events, online widget integrations or visualizations, television broadcast, outdoor ‘e-billboard’ or other such medium.

- h. use the Content or analysis therefrom in the Cloud Service as part of an advertising network, unless expressly authorized in writing by the Third Party Site or Third Party Application associated with the Content.
- i. use the Twitter Content or analysis therefrom in the Cloud Service for the purpose of creating an application that performs a regularly-produced, time-based series of measurements made using the same, or similar, methodologies for the purpose of comparing television program performance over time, or against a defined set or subset of other television programs.
- j. use any aggregate user metrics, such as number of Twitter users or accounts, obtained while accessing and using the Content as part of the Cloud Service for any purpose, unless expressly authorized in writing by the Third Party Site or Third Party Application associated with the Content.
- k. use the Content for any other purpose except for the limited purpose allowed for under this Agreement.

## **7.5 Termination based on Third Party Actions**

### **7.5.1 Termination by IBM**

In addition to the rights of suspension and termination in the Agreement, if a provider ceases to make Third Party Site, or Third Party Application, or Content available or imposes terms that present a material burden or risk to IBM and its suppliers, customers, or any third party, or if IBM knows or has reason to believe that the processing of particular content through the Cloud Service infringes the rights (including intellectual property rights) of any third party, IBM may cease providing the corresponding features of Cloud Service without entitling Client to any refund, credit, or other compensation.

Client will promptly notify IBM of any event or circumstance related to Client's use of the Cloud Service of which Client becomes aware that could lead to a claim or demand against Client's use of Cloud Service. Client will provide all relevant information relating to such event or circumstance to IBM at IBM's request.

### **7.5.2 Termination by Client**

In addition to the rights of suspension and termination in the Agreement, if a provider ceases to make a Third Party Application, or Third Party Site, or Content available or materially changes the terms upon which it is available, and Client demonstrates that such unavailability significantly and permanently impairs the Client's ability to use Cloud Service, then Client may notify IBM of Client's intent to terminate their Cloud Service subscription, in whole or in part. Such Cloud Service subscription shall terminate effective 30 days after such notice, unless availability of the subject third party services has resumed during the 30-day period. In the event of termination under this section, IBM will refund Client any prepaid fees covering the remainder of the term of the terminated subscriptions subsequent to the effective date of termination.

Client shall have no rights to terminate based on any statement by IBM regarding future direction or intent regarding Cloud Service or any Third Party Site, Third Party Application, or Content. Except as provided herein, Client shall have no right to terminate, nor be entitled to any refunds, credits, or other compensation, for unavailability of any third party products or services.

## **7.6 Access and Storage**

Upon termination or expiration of this Agreement, IBM shall have no obligation to cache, store, or otherwise make available any Client queries, Content, or results and other output obtained by Client from use of Cloud Service.

## **7.7 Usage Limits**

Client's use of Cloud Service may be subject to limitations such as limits on storage, number of queries, or other limits or restrictions. As an additional usage limitation, the Client may not access the Cloud Service for purposes of monitoring the availability, performance or functionality of Cloud Service, or for any other benchmarking or competitive purposes. Usage limits will be documented in user documentation or in the online Cloud Service. The Cloud Service may provide on demand information that enables Client to monitor usage. If a Client exceeds usage limits, IBM may at its discretion, work with Client to reduce the usage so that it complies with usage limits.

## **7.8 Privacy**

Client agrees that IBM may use cookies and tracking technologies to collect personally identifiable information in gathering usage statistics and information designed to help improve user experience and/or

to tailor interactions with users in accordance with <http://www-01.ibm.com/software/info/product-privacy/index.html>.

## **7.9 Copyright Infringement**

It is IBM's policy to respect the intellectual property rights of others. To report the infringement of copyrighted material, please visit the Digital Millennium Copyright Act Notices Page at <http://www.ibm.com/legal/us/en/dmca.html>.

## **7.10 Prohibited Uses**

The following uses are prohibited by Red Hat:

No High Risk Use: Client may not use the Cloud Service in any application or situation where the Cloud Service failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Cloud Service for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These noncontrolling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

## **7.11 Sample Materials**

Cloud Service may include some components or other materials identified as Sample Materials. Client may copy and modify Sample Materials for internal use only provided such use is within the limits of the license rights under this Agreement, provided however that Client may not alter or delete any copyright information or notices contained in the Sample Materials. IBM provides the Sample Materials without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7.12 Warranty and Indemnification Disclaimer for Content**

NOTWITHSTANDING THE WARRANTY SET FORTH IN THE AGREEMENT, THE CONTENT IS PROVIDED SOLELY "AS IS", "AS AVAILABLE" WITH ALL FAULTS, AND CLIENT'S USE OF THE CONTENT IS AT ITS SOLE RISK. IBM DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THE CONTENT. IBM DOES NOT WARRANT THAT THE ACCESS TO THE CONTENT WILL BE UNINTERRUPTED, OR ERROR-FREE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CLIENT MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS SUCH LAW PROVIDES OTHERWISE). ANY OBLIGATION FOR IBM TO INDEMNIFY CLIENT UNDER THE AGREEMENT DOES NOT APPLY IN ANY WAY TO CLIENT'S ACCESS AND USE OF THE CONTENT.

## **7.13 Twitter Terms for United States Government Use**

The Twitter Content is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the Twitter Content by any government entity is prohibited, except as expressly permitted by the terms of this ToU. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. If Client uses the Twitter Content in Client's official capacity as an employee or representative of a U.S., state or local government entity and Client is legally unable to accept the jurisdiction, venue or other clauses herein, then those clauses do not apply to such entity, but only to the extent as required by applicable law. Contractor/manufacturer is Twitter, Inc. 1355 Market Street, Suite 900, San Francisco, California 94103.

#### **7.14 Use Limitations - Documents**

- All Document entitlements must be used within the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- Clients do not have a right to a refund for any Documents purchased and not used prior to the end of the measurement period.

#### **7.15 Personal data from EU Member States, Iceland, Liechtenstein, Norway, Switzerland and Turkey**

If Client makes personal data available to IBM or an IBM Cloud Service, as between Client and IBM, Client is considered the sole controller of the personal data and Client appoints IBM as a processor to process (as those terms are defined in EU Directive 95/46/EC) such personal data. Client will not use the Cloud Service in conjunction with personal data to the extent that doing so would violate applicable data protection laws. Except as otherwise specified this ToU, IBM will only process such personal data to the extent required to make the Cloud Service available in accordance with this ToU and Client agrees that any such processing is in accordance with Client's instructions. Client agrees that IBM may use subcontractors worldwide, including other IBM companies, to provide the Cloud Service. Where subcontractors process Client's personal data, Client acknowledges that it has been provided with details of such subcontractors as at the execution date of the ToU and IBM will provide Client with notice of any changes in its subcontractors.

IBM shall reasonably cooperate with Client in its fulfilment of any legal requirement, including providing Client with access to personal data. If required by law, the parties will enter into additional agreements for the protection of personal data. Client agrees that IBM may transfer Client's personal data across a country border, including outside the European Economic Area (EEA). In this respect, the parties or their relevant affiliates may enter into separate standard unmodified EU Model Clause agreements in their corresponding roles pursuant to EC Decision 2010/87/EU with optional clauses removed. All disputes or liability arising under these agreements, even if entered into by affiliates, will be treated by the parties as if the dispute or liability arose between them under the terms of this Agreement. If IBM makes a change to the way it processes or secures personal data as part of the Cloud Service and such change causes Client to be non-compliant with data protection laws, Client may terminate the affected Cloud Service by providing written notice to IBM within 30 days of IBM's notification of the change to Client.