IBM Watson Analytics for Social Media

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party 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. Each Cloud Service Authorized User entitlement includes 500,000 Documents per month which are personal to the Authorized User and cannot be shared.

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, as well as:
- 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.

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.

1.3 IBM Watson Analytics for Social Media Professional

IBM Watson Analytics for Social Media Professional includes all the capabilities of IBM Watson Analytics for Social Media, as well as:
- 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 Academic Authorized User North America-United States Data Center Classroom

This Cloud Service includes all the capabilities of IBM Watson Analytics for Social Media, as well as:
- Is hosted exclusively in the United States.
- Includes 1 user who is a Student or Registered Faculty Member ("Client") using the Cloud Service for academic use in a classroom at an Accredited Institution.

The following definitions apply to this Cloud Service:

a. **Registered Faculty Member** – means a member of an Accredited Institution’s faculty who has registered, to participate in this offering.

b. **Student** – means a person enrolled in an Accredited Institution's classes.

c. **Academic Use** – means instruction and learning, as well as noncommercial research at the Accredited Institution.

d. **Accredited Institution** – means one that is publicly or privately funded and can be defined by one of the following:
- A university or college that offers education leading to nationally-recognized qualifications or levels of academic achievement, and that is accredited by a regional or national accrediting council, commission, appropriate government agency, or board of education of the state or country in which the educational institution is located.
● A teaching hospital associated with an Accredited Institution.
● A research institution or consortia comprised of Accredited Institutions. Due to the unique nature of such research institutions, IBM reserves the right to make the final judgment on whether or not a research institution qualifies for membership.
● A primary, elementary, or secondary school, funded either publicly or privately, in which education is the principal objective leading to nationally recognized qualifications or levels of academic achievement, and that is accredited by national or regional councils or agencies to deliver education.

1.5 Setup Services
The following setup services are not available for IBM Watson Analytics for Social Media Academic Authorized User North America—United States Data Center Classroom.

1.5.1 IBM Watson Analytics for Social Media Jump Start
This set-up service provides up to 50 hours of remote consulting time for startup activities including (1) assistance with use cases, (2) coaching on proven practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading, and (4) other administrative and configuration topics of interest (collectively, "startup activities"). This remotely delivered set-up service is purchased per Engagement, and expires 90 days from the date of purchase of entitlement, as specified in Client's Proof of Entitlement, regardless of whether all hours have been used.

1.5.2 IBM Watson Analytics for Social Media Jump Start 25 Hours
This set-up service provides up to 25 hours of remote consulting time for startup activities including (1) assistance with use cases, (2) coaching on proven practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading, and (4) other administrative and configuration topics of interest (collectively, "startup activities"). This remotely delivered set-up service is purchased per Engagement, and expires 90 days from the date of purchase of entitlement, as specified in Client's Proof of Entitlement, regardless of whether all hours have been used.

1.5.3 IBM Watson Analytics for Social Media Accelerator
This set-up service provides up to 50 hours of remote consulting time to be used for performing activities including (1) assistance with use cases, including data movement use cases in support of a one-time, point in time, data movement (2) coaching on proven practices for reports, dashboards and other systems tooling, (3) guided assistance and advice on preparation, execution and validation for initial data loading (including setup of source and target environments and data movement as defined in data movement use case) and (4) other administrative and configuration topics of interest (collectively, "Activities"). This remotely delivered set-up service is purchased per Engagement and expires 12 months from the date of purchase of entitlement or on the last day of the initial Cloud Service subscription term, whichever is earliest, regardless of whether all hours have been used.

2. Content and Data Protection
The Data Processing and Protection Data Sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options.

Link(s) to the applicable Data Sheet(s):
Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM’s Data Processing Addendum at [http://ibm.com/dpa](http://ibm.com/dpa) (DPA) applies and is referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet for this Cloud Service will serve as the DPA Exhibit.

### 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 that there is a critical business impact and the Cloud Service is not available. 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 3 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.

For bundled Cloud Services (individual Cloud Service offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled Cloud Service, and not the monthly subscription fee for each individual Cloud Service. Client may only submit claims relating to one individual Cloud Service in a bundle at a given time.

#### 3.2 Service Levels

Availability of the Cloud Service during a contracted month

<table>
<thead>
<tr>
<th>Availability during a contracted month</th>
<th>Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)</th>
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<tbody>
<tr>
<td>Less than 99.9%</td>
<td>2%</td>
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<tr>
<td>Less than 99%</td>
<td>5%</td>
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<tr>
<td>Less than 95%</td>
<td>10%</td>
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* 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 of Downtime in a contracted month divided by the total number of minutes in the contracted month.

#### 3.3 Exclusions

SLA credits are not available for IBM Watson Analytics for Social Media Academic Authorized User North America-United States Data Center Classroom.
4. **Technical Support**

Technical support for the Cloud Service is provided via email, online forums, and an online problem reporting system. IBM's software as a service support guide available at [https://www-01.ibm.com/software/support/saas_support_guide.html](https://www-01.ibm.com/software/support/saas_support_guide.html) provides technical support contact and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

Technical support for IBM Watson Analytics for Social Media Academic Authorized User North America-United States Data Center Classroom is provided only via online forums.

5. **Entitlement and Billing Information**

5.1 **Charge Metrics**

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

- 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, through 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.

- Engagement is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the Cloud Service. Sufficient entitlements must be obtained to cover each Engagement.

- 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.

5.2 **Overage Charges**

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

5.3 **Billing Frequency**

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

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. **Additional Terms**

7.1 **General**

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where [program] failure could give rise to a material threat of death or serious personal injury.
7.2 Enabling Software
The Cloud Service requires the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service. Enabling software is provided “AS-IS”.

7.3 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 – as defined in the Agreement, 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.

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.

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, and Reddit.

7.4 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.

7.5 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 Reddit 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 Service Description. 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.

7.6 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;
e. comingle the Content with other data, unless the Content will always be clearly attributable to the source, e.g., a Blogpost should not be commingled unless it is clearly attributable to the Blog;

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 Content for any other purpose except for the limited purpose allowed for under this Agreement.

7.7 Termination based on Third Party Actions

7.7.1 Termination by IBM

In addition to the rights of suspension and termination in the Agreement, if a provider ceases to make a 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.

7.7.2 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.

7.8 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.

7.9 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.
7.10 **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 non-controlling 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.