

Service Description

IBM Watson Machine Learning

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

IBM Watson Machine Learning is a managed service that enables deployment of machine learning models and integrating them in applications. The Cloud Service supports predictive analytics at scale for applications needing batch, online or stream scoring. The Cloud Service allows developers to access machine learning technology using simple APIs without having to manage infrastructure.

IBM Cloud is a technical pre-requisite to this Cloud Service offering. To access the IBM Cloud service, please sign-up here: <https://console.ng.bluemix.net/registration/>.

2. Security Description

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

Client recognizes this Cloud Service does not offer features for the protection of content that contains personal data, sensitive personal data or data subject to additional regulatory requirements. If Client includes such data in its content, it instructs IBM to process such data in accordance with this Agreement after determining that the technical and organizational security measures are appropriate to the risks presented by the processing and the nature of the data to be protected. Client acknowledges that IBM has no knowledge of the types of data that have been included in the content, and cannot make an assessment as to the suitability of the Cloud Services or the security protections in place.

3. Technical Support

Technical support for the Cloud Service is provided via 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 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.

4. Entitlement and Billing Information

4.1 Charge Metrics

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

- Thousand Hours is a unit of measure by which the Cloud Service can be obtained. Sufficient Hour entitlements must be obtained to cover the total number of whole or partial Hours, rounded up to the nearest Thousand, of the Cloud Service used during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- Million Events is a unit of measure by which the Cloud Service can be obtained. An Event is an occurrence of a specific event that is processed by or related to the use of the Cloud Service. Sufficient entitlements must be obtained to cover every Event, rounded up to the nearest Million, that occurs during the measurement period specified in a Proof of Entitlement (PoE) or Transaction Document.

4.2 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.

4.3 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.

5. 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.

6. Additional Terms

6.1 General

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 failure of the Cloud Service could give rise to a material threat of death or serious personal injury.