



Service Description

IBM Watson Machine Learning

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Watson Machine Learning Professional plan

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

On top of predictive models, Client can also deploy prescriptive models, solve them and gets logs or consume results using the Decision Optimization runtimes. Decision Optimization runtimes support solving different types of optimization models, e.g., LP/MIP models, CPO models, OPL models, or Python models.

This Cloud Service requires a minimum entitlement of 2 million Events and 1,000 Capacity Unit-Hours.

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. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=33C9B7D0BF3111E7A229E0F52AF6E722>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

Availability – Highly Available Public or Multiple Dedicated/Local Environments	Availability – Other Environments	Credit (% of monthly subscription fee*)
Less than 99.95%	99.5%	10%
Less than 99.9%	99.0%	25%

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

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:

- Event is an occurrence of a specific event that is processed by or related to the use of the Cloud Services. For the purpose of this Cloud Service, an Event is a prediction.
- Capacity Unit Hour is an hour of use of the selected Cloud Services capacity type that will be multiplied by the specified number of required capacity units for such capacity type.

For the purpose of this Cloud Service, a minimum charge of 0.016 Capacity Unit-Hour will apply each time a Capacity Type is initiated.

Capacity Type	Capacity Units Required Per Hour
1 (one) NVIDIA K80 GPU	2
1 (one) NVIDIA V100 GPU	8
1x4 = 1 vCPU and 4 GB RAM	0.5
2x8 = 2 vCPU and 8 GB RAM	1
4x16 = 4 vCPU and 16 GB RAM	2
8x32 = 8 vCPU and 32 GB RAM	4
16x64 = 16 vCPU and 64 GB RAM	8
AutoAI: 4 vCPU and 16 GB RAM	10
AutoAI: 8 vCPU and 32 GB RAM	20
Decision Optimization: 2 vCPU and 8 GB RAM	30
Decision Optimization: 4 vCPU and 16 GB RAM	40
Decision Optimization: 16 vCPU and 64 GB RAM	60

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 HIPAA

Notwithstanding information in the Data Sheet for this Cloud Service regarding the Health Information Portability and Accountability Act of 1996 ("HIPAA") and the permitted use of Health Information and Health data as Types of Personal Data and/or Special Categories of Personal Data (collectively, "Health Data") with this Cloud Service, use of Health Data with this Cloud Service is subject to the following limitations and conditions:

Only the following offerings are eligible to be provisioned to implement the controls required under HIPAA Privacy and Security Rule for use with Health Data:

- IBM Watson Machine Learning Professional Plan

Only the offerings listed above may be provisioned to implement the HIPAA Privacy and Security Rule controls for use with Health Data if Client notifies IBM in advance that Client will use Health Data with the Cloud Service and IBM confirms in writing that the Cloud Service will be provisioned for Health Data usage. Accordingly, the Cloud Service may not be used for the transmission, storage or other usage of any Health Data protected under HIPAA unless (i) Client provides IBM such notification; (ii) IBM and

Client have entered into an applicable Business Associate Agreement; and (iii) IBM provides Client with express written confirmation that the Cloud Service can be used with Health Data.

In no event shall the Cloud Service be used for processing PHI as a health care clearinghouse within the meaning of HIPAA.