

IBM Acoustic Insights

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 Acoustic Insights enables organizations to use plant and operation sounds to automatically detect anomalies and defects and identify product quality issues. This helps the process of acoustic (sound) inspection for product quality tracking, aids in increased yield and reduced scrap, and reduced human inspection time. Through the use of sound analysis, Client can:

- Identify defects in finished products; and
- Monitor and track anomalies in in-process products.

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. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=50D5AD10B3B611E7A9EB066095601ABB>

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> (DPA) and DPA Exhibit(s) apply and are 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(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

3. Technical Support

Technical support for the Cloud Service is provided via email 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 Items is a unit of measure by which the Cloud Service can be obtained. An Item is an occurrence of a specific item that is processed by, managed by or related to, the use of the Cloud Service. Sufficient entitlements must be obtained to cover every Item processed by, managed by, or related to, the use of the Cloud Service, rounded up to the next one Thousand, during the measurement period specified in Client's PoE or Transaction Document.

For purposes of this Cloud Service, an Item refers to a single sound recording file.

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

6.2 Use Limitations

Definitions:

- **IBM SaaS Artifacts** – means the materials that are listed in the IBM SaaS Artifacts list in the IBM SaaS User guide. IBM SaaS Artifacts are a variety of predefined and preconfigured materials which include, but are not limited to: predictive models; business rules; message flows; business intelligence models, reports, active reports and dashboards; master data management model structure; and the data schema.

Client may use the Cloud Service to modify the IBM SaaS Artifacts or to create new IBM SaaS Artifacts (collectively **Customized IBM SaaS Artifacts**).

IBM SaaS Artifacts and Customized IBM SaaS Artifacts may not be used independently of this Cloud Service.

Client has no obligation of support for Customized IBM SaaS Artifacts. Any Cloud Service warranties are not applicable to the Customized IBM SaaS Artifacts.

The Cloud Service may only be used with IBM Acoustic Insights Data. IBM Acoustic Insights Data is data directly attributable to Client's Items or data that is used to analyze an item including contextual data.

The Cloud Service and its output are not to be relied upon in substitution for the exercise of independent judgment.

Considerations identified by the Cloud Service are suggestions only and do not replace Client's or Cloud Service users' expert judgment. Based on the Cloud Service users' own experience, courses of action not identified by the Cloud Service may exist that should be considered.

The Cloud Service should only be used to assist qualified personnel acting within their areas of competence, and only such persons are permitted to utilize the Cloud Service.

The Cloud Service does not include information on alternative options associated with each suggested option. These options are an important component of a comprehensive plan and should be carefully considered when making decisions.