



## Service Description

### IBM Watson Assistant Premium Reserved

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

The IBM Watson Assistant Premium Reserved Cloud Service lets users add conventional conversational capabilities to applications they develop using natural language understanding and conventional interaction through the Cloud Service's API or user interface.

This Cloud Service is a single-tenant deployment i with isolated computational components, encrypted data in transit and at rest, on a shared IBM Cloud infrastructure.

IBM Cloud is a technical pre-requisite for utilizing the IBM Watson Assistant Premium Reserved service. New users can register for access via the online registration form:

<https://console.ng.bluemix.net/registration/>.

This Cloud Service entitles the Client to an Instance of use based on an Environment Size having up to a pre-defined number of API calls per month, as follows:

Environment Size	Number of API Calls per month
IBM Watson Premium Reserved 20,000 API calls	Up to 20,000 API calls
IBM Watson Premium Reserved 100,000 API calls	Up to 100,000 API calls
IBM Watson Premium Reserved 250,000 API calls	Up to 250,000 API calls
IBM Watson Premium Reserved 500,000 API calls	Up to 500,000 API calls
IBM Watson Premium Reserved 1,000,000 API calls	Up to 1,000,000 API calls
IBM Watson Premium Reserved 2,000,000 API calls	Up to 2,000,000 API calls
IBM Watson Premium Reserved 3,000,000 API calls	Up to 3,000,000 API calls
IBM Watson Premium Reserved 5,000,000 API calls	Up to 5,000,000 API calls
IBM Watson Premium Reserved 10,000,000 API calls	Up to 10,000,000 API calls
IBM Watson Premium Reserved 15,000,000 API calls	Up to 15,000,000 API calls
IBM Watson Premium Reserved 20,000,000 API calls	Up to 20,000,000 API calls
IBM Watson Premium Reserved 30,000,000 API calls	Up to 30,000,000 API calls

#### 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=DF7F84500FA711E69DCADF455C6AF151>

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.

## **2.1 Data Sheet Overriding Terms**

The Data Sheet sets out the Types of Personal Data and Special Categories of Personal Data that generally can be processed within this Cloud Service. Client should not use the Types of Personal Data, Special Categories of Personal Data, or other Personal Data in this Cloud Service as training data or data that is used to enrich the Cloud Service and custom models.

## **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**

This SLA does not apply to the tool sets that may be provided as part of the Cloud Service which are used to build and configure the Cloud Service.

IBM provides a 99.9% uptime availability SLA for this Cloud Service configured for high availability if the services are provisioned across multiple environments in geographically separated data-centers within one IBM-specified Region. An IBM Region is a designated geographic location in which data is hosted. Client is eligible for credit as follows:

High Availability Multiple Premium Environment Availability Service Level	Single Premium Environment Availability Level	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 99.9%	Less than 99.5%	10%
Less than 99.5%	Less than 99.0%	25%

\* 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.

#### 4. Technical Support

Technical support for the Cloud Service is provided via at <https://developer.ibm.com/bluemix/> or on Stack Overflow at <http://stackoverflow.com/questions/tagged/bluemix>. 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.

Client may submit a support ticket describing the issue in accordance with the applicable support policy procedures. The support policies for Platform and Infrastructure Services are available in the IBM Cloud UI and provide details of available support options, as well as information on access, support business hours, severity classification, and support resources and limitations. IBM uses commercially reasonable efforts to respond to support requests; however, there is no specified response time objective for basic level support.

Unless otherwise agreed in writing, support is available only to Client (and its authorized users) and not to any end users of Client's solutions. Client is solely responsible for providing all customer support and services to its end users.

#### 5. Entitlement and Billing Information

##### 5.1 Charge Metrics

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

- 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.

Overages will be calculated on an Instance basis where each Instance consists of 1,000 API Calls.

##### 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.

##### 5.4 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

## 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. Renewals are subject to an annual price increase as specified in a quote. In the event the automatic renewal is after receipt of an IBM notice of a withdrawal of the Cloud Service, the renewal term will end the earlier of the end of the current renewal term or the announced withdrawal date.

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

### 7.2 Continuous Delivery and Model Improvements

#### 7.2.1 Continuous Delivery

This Cloud Service operates under a continuous delivery model, which allows for updates without causing downtime to the Client.

#### 7.2.2 Model Improvements

The underlying learning models in the Cloud Service may be periodically modified by IBM, based on learning, in order to improve its performance. Existing models that Client has trained in a Cloud Service deployment will not be immediately impacted. Expired models will be updated to the current model, if not already done so by the Client, without interruption to the Cloud Service. Any new model trained will incorporate the latest model available.

#### 7.2.3 Backup

The Cloud Service offers IBM-managed backup capabilities to Client databases which contain training and/or custom model data at no additional cost. Backups are maintained across in-region availability zones within IBM Cloud data centers using object storage based on the following retention schedule:

- Daily backups for 7 days
- Weekly backups for 4 weeks
- Monthly backups for 3 months

Each backup represents the most updated version of the data as they exist at that time. Retention periods flow into each other; the last backup for the period represents the first backup for the larger time window (e.g. Day 7 backup represents the first weekly backup). Backups are removed as they age, and can be provided to Client, but only in the case of IBM Disaster Recovery (e.g. system-wide failures, data corruption, etc.)

Data backups are timestamped; Client would need to work with IBM to identify the day and wo which IBM hosted location they would like restored.

### 7.3 License to Pre-Trained Content

If the Client elects to use the Pre-Trained Content then the following term will also apply:

IBM grants to Client a revocable (solely in the event of termination, or expiration of this Agreement), non-exclusive, non-assignable, worldwide, paid-up license to use, execute, reproduce, perform and modify te

Utterances provided with the Pre-Trained Content, for internal (to Client use only), for the sole purpose of enhancing, extending or customizing the training of the IBM Cloud Service. IBM has no responsibility for the training data resulting from Client's use of and modification to the Pre-Trained Content and IBM warranties will not apply. IBM has no responsibility to maintain or provide support for the modified library of Pre-Trained Content containing Client's enhancements, extensions or customizations. Utterances means the terms and phrases for specific Intents used as the basis of training for the IBM Cloud Services. Intents are the purpose or goal expressed in an input, such as answering a question or processing a bill payment. By recognizing the Intent expressed in an input, the IBM Cloud Service can choose the correct dialog flow for responding to it.

#### **7.4 Feedback**

Client may suggest that IBM enhance IBM Watson ("Feedback"). Client is under no obligation to provide Feedback and IBM is free to use all Feedback that Client provides.