

# IBM Cloud Additional Service Description

## IBM Watson Compare and Comply Service

Except as noted below, the terms of the IBM Cloud Service Description apply.

### 1. Cloud Service

The IBM Watson Compare & Comply allows developers to address use case patterns that center around rapidly identifying and understanding the data held inside governing documents (contracts, invoices, etc.). The product enables:

- Semantic classification of Elements (e.g. sentences) within a document
- Comparison of similar documents
- Improvements to the NLP model through a feedback tool

#### 1.1 Cloud Service Deployments

- Standard is a multi-tenant deployment of the Cloud Service applied in IBM Cloud Local. The Standard deployment comes in a Lite or Standard plan.
- Premium is a single-tenant deployment of the Cloud Service with Premium plan applied in IBM Cloud Local. Premium deployments offer Cloud Services with isolated computational components, encrypted data in transit and at rest, on shared IBM Cloud infrastructure.
- Dedicated is a single-tenant deployment of the Cloud Service in IBM Cloud Dedicated.

### 2. Data Processing and Protection Data Sheets

The Data Sheet applicable for this service and the terms of this section provides the details and terms, including Client responsibilities, around use of this service. The following Data Sheet(s) apply to this service:

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=903C98D0131911E7B5CA75BD9194400E>

### 3. Service Levels and Technical Support

#### 3.1 Service Level Agreement

The service level agreement set forth in the base IBM Cloud Service Description applies to this service.

#### 3.2 Technical Support

The support terms set forth in the base IBM Cloud Service Description apply to this service.

### 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:

- Instance is each access to specific configuration of the Cloud Services.
- 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 processed by the Cloud Services.

### 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 Continuous Delivery and Model Improvements

### 5.1.1 Continuous Delivery

This section applies to **Standard** and **Premium** deployments only.

These Cloud Service deployment plans operate under a continuous delivery model, which allows for updates without causing downtime to the Client.

### 5.1.2 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.

## 5.2 Backup

The Cloud Service offers IBM-managed automatic 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 to which IBM hosted location they would like restored.

## 5.3 Destruction of Data

This section applies to **Lite** and **Standard** deployments only.

IBM reserves the right to destroy Client's Content after 120 days of inactivity.

## 6. Overriding Terms

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties.

### 6.1 Use of Client Content and Data

#### 6.1.1 Content and Data Rights granted by Client

This section applies to **Standard** deployments only.

IBM will not use or disclose the results arising from Client's use of the Cloud Service that are unique to your Content (Insights) or that otherwise identify Client. However, as part of the Cloud Service, IBM uses Content and other information (except for Insights) that results from Content in the course of providing the Cloud Service for research, testing, and offering development related to the Cloud Service.

#### 6.1.2 Offering Configuration

This section applies to **Standard** deployments only.

Client can instruct IBM not to use Client Content for the purposes outlined in Section 6.1.1 by revising the header in a REST API call with the following header when submitting Client's Content:

```
"X-WATSON-LEARNING-OPT-OUT: 1"
```

As an example, if Client's original request was:

```
curl -u <username>:<passwd> -H "Accept: application/json" -d <payload_data> <service_url>
```

Client must revise it as follows:

```
curl -u <username>:<passwd> -H "Accept: application/json" -H "X-WATSON-LEARNING-OPT-OUT: 1" -d <payload_data> <service_url>
```

If Client revises the header in Client's REST API call, IBM will follow such instruction for the future provision of the Cloud Service and will not use Client's Content associated with that submission except as otherwise authorized under the IBM Cloud Service Description. Header must be revised for each submission of data.

### **6.1.3 Feedback**

Client agrees that IBM may use without restriction whatsoever any feedback and suggestions Client provides.