

# IBM Cloud Additional Service Description

## IBM Watson Visual Recognition

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

### 1. Cloud Service Description

The IBM Watson Visual Recognition for Cloud allows Clients to create smart applications that perform content analysis on visual Content. Using image recognition and machine learning algorithms, Clients can enrich and extract semantic meta-data from Content, such as tag descriptors, faces, and other information within visual Content.

#### 1.1 IBM Watson Visual Recognition

This Cloud Service provides a series of API endpoints for performing content analysis on visual Content. Depending on your deployments, features included in this Cloud Service can include:

- **Image classification** service offers functions to analyze complex visual scenes in their entirety, without requiring textual clues, leveraging a holistic approach to understand the multiple objects and surroundings in photos and images. Clients can use the API to perform any of the following tasks: image recognition, scene text extraction, and scene recognition.
  - General Tagging: General tags which describe the image overall.
  - Face Detection: Detect if there are human faces in the image. Provides general indication of age-range, and gender of those faces.
- **Visual Training** service offers functionality for custom training to learn unique visual classifications. Clients can use this API to train Watson Visual Recognition to train a custom visual classifier model in order to distinguish custom visual concepts which are not available in General Tagging.

#### 1.2 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.
  - Standard deployments include the following API endpoints:
    - General Tagging
    - Face Detection
    - Visual Training
- Dedicated is a single-tenant deployment of the Cloud Service in IBM Cloud Dedicated.
  - Dedicated deployments include the following API endpoints:
    - General Tagging
    - Visual Training

### 2. Content and Data Protection

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 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=DE5F79607BEE11E5B676827145285BB5>

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 this Cloud Service and custom models.

### 3. Service Level Agreement

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.

This Cloud Service offers varying levels of availability based on the Cloud Service Deployment model. Standard deployments are not eligible for availability credits. IBM provides a 99.9% uptime availability SLA for Watson Services in Dedicated deployment models 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 Dedicated Environment Availability Service Level	Single Dedicated Environment Availability Service Level	Credit
< 99.9%	< 99.5%	10%
< 99.5%	< 99.0%	25%

### 4. Entitlement and Billing Information

#### 4.1 Charge Metrics

The Cloud Service is offered in accordance with the following charge metric(s):

- **Event** – An Event is an occurrence of a specific event that is processed by or related to the use of the Cloud Service, as described in the Cloud Service description. Client will be charged for the number of Events, during the billing period. For the purposes of this Cloud Service, one image is equal to one Event.

### 5. Additional Terms

#### 5.1 Use of Client Content and Data

##### 5.1.1 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.

Client also agrees that IBM may use without restriction whatsoever any feedback and suggestions they provide.

Client represents and warrants that it has all rights and permissions to provide the Content, data, suggestions and feedback to the Cloud Service.

##### 5.1.2 Offering Configuration

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

Client can instruct IBM not to use Client Content for the purposes outlined in Section 5.1.1 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.

## **5.2 Continuous Delivery and Model Improvements**

### **5.2.1 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.

### **5.2.2 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.

## **5.3 Destruction of Data**

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

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