

IBM Watson Natural Language Classifier

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

1. Cloud Service

Standard is a multi-tenant deployment of the Cloud Service applied in IBM Cloud Local. Standard deployments offer REST APIs for content analysis of posted HTML/text document and any publicly-accessible webpage. The Cloud Service allows Clients to deploy and use custom models for language processing. Such custom models are billed separately.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Watson Natural Language Classifier Standard

Standard is a multi-tenant deployment of the Cloud Service applied in IBM Cloud Local. Standard deployments offer REST APIs for content analysis of posted HTML/text document and any publicly-accessible webpage. The Cloud Service allows Clients to deploy and use custom models for language processing. Such custom models are billed separately.

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=68598F80FFDE11E49652B1059D0E4EB0

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:

- API Call is the invocation of the Cloud Services through a programmable interface.
- Event is an occurrence of a specific event that is processed by or related to the use of the Cloud Services.
- Instance is each access to specific configuration of the Cloud Services.

5. Additional Terms

5.1 Backup

These Cloud Services offer IBM-managed automatic backup and restore capabilities to Client databases which contain training and/or custom model data at no additional cost. Backups are maintained across inregion availability zones within IBM Cloud data centers using object storage based on the following retention schedule:

Daily backups for 7 days

i126-6974-05 (11/2018) Page 1 of 3

- 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.

Data backups are timestamped in case of accidental deletion; Client would need to work with IBM to identify the day they would like restored.

5.2 Destruction of Data

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

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

5.3 Continuous Delivery and Model Improvements

5.3.1 Continuous Delivery

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

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

5.3.2 Model Improvements

The underlying learning models in the Cloud Service may be periodically modified by IBM, based on learning, 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.

6. Overriding Terms

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.

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties: IBM will not use or disclose the results arising from Client's use of the Cloud Service that are unique to Client's 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 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.

6.1.3 Offering Configuration

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

Client can instruct IBM not to use Client Content for the purposes outlined in "Content and Data Rights Granted by Client" 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>

i126-6974-05 (11/2018) Page 2 of 3

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.

6.1.4 Training Data

The following prevails over anything to the contrary in the Data Sheet referred to in the "Data Processing and Protection Data Sheets" section of this Service Description and the Content and Data Protection section of the base Cloud Service terms between the parties. 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.

i126-6974-05 (11/2018) Page 3 of 3