

IBM Cloud Additional Service Description

IBM Watson Assistant Service

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

1. Cloud Service Description

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

1.1 Cloud Service Deployments

- Standard is a multi-tenant deployment of the Cloud Service applied in IBM Cloud Local.
 - The Standard deployment is available in a Lite, Standard, or Plus 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. 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=DF7F84500FA711E69DCADF455C6AF151>

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 Premium or 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 Multiple Premium and Dedicated Environment Availability Service Level	Single Premium and 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 with the following charge metric(s):

- **API Call** – An API Call is the invocation of the Cloud Service via a programmable interface. Client will be charged for each API Call during the billing period.
- **Authorized User** – An Authorized User is a unique person given access to the Cloud Service in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. Client will be charged for each Authorized User given access to the Cloud Service during the billing period. Charges will be rounded up to the nearest Thousand Authorized Users.
- **Instance** – An Instance is access to a specific configuration of the Cloud Service. Client will be charged for each Instance of the Cloud Service that exists during each month during the billing period.

4.2 Partial Monthly Charges

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

Each Instance of the Cloud Service is billed on a monthly basis. Partial month deployment/usage will be pro-rated.

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.

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.

5.1.3 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.

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 Backup

5.3.1 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.

5.4 Destruction of Data

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

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

5.5 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 the 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. Any Client enhancements or extensions of Pre-Trained Content will be treated as Client Content. Pre-Trained Content may not be further distributed or used separately from 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.