IBM Cloud Additional Service Description

IBM

IBM Watson Natural Language Understanding

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

1. Cloud Service

The IBM Watson Natural Language Understanding Cloud Service uses natural language processing (NLP), to allow Clients to enrich and extract semantic meta-data from Content, such as information on people, places, companies, topics, facts, relationships, authors, languages, and more (Enrichments).

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Watson Natural Language Understanding 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.

● The Standard deployment comes in a Lite or Standard plan.

1.1.2 IBM Watson Natural Language Understanding Premium

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

1.1.3 IBM Watson Natural Language Understanding Dedicated

Dedicated is a single-tenant deployment of the Cloud Service in IBM Cloud Dedicated.

● Dedicated deployment offers REST APIs for content analysis of posted HTML/text document.

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=DA6E0540106A11E69DCADF455C6AF151

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:

● Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service.

　For Premium deployments of this Cloud service an Item is:

● Packages of ten million Enrichments of ten thousand or less characters of text

- A deployed instance of a custom model for NLP
- Instance is each access to specific configuration of the Cloud Services.
  - For Standard deployments of this Cloud Service, an Instance is a deployed instance of a custom model for NLP. Instances are optional and allow for domain adaptation of the standard NLP capabilities of the Cloud Service. Client will be charged for each Instance deployed to the Cloud Service during the billing period. Instances are priced and charged on a monthly rate but are pro-rated for days of deployment within the month (regardless of whether they were used while deployed).
  - For Premium deployments of this Cloud Service, an Instance corresponds to a configured capacity to support a fixed number of Items and custom models per month.

    Example:

    An initial Instance remains deployed for the full billing cycle. A second Instance is deployed on the 5th day of the billing period and is removed 12 days later. Client will be charged the full monthly price for the initial Instance and for 12 days (prorated from the monthly price) for the second Instance.
  - For Dedicated deployments of this Cloud Service, an Instance corresponds to configured capacity to support a fixed number of Items and custom models per month.

5. Additional Terms

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

These Cloud Services offer 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 in case of accidental deletion; Client would need to work with IBM to identify the day, and to which IBM hosted location they would like restored.

5.3 Prerequisite Software for Custom Models

The environment for building, training, and managing custom models, IBM Watson Knowledge Studio, is not included in the Cloud Service. To develop and deploy custom models, Client is required to separately obtain sufficient entitlement to IBM Watson Knowledge Studio.

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.

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 result 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 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.

6.1.4   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.