

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

The IBM Watson Visual Recognition Cloud Service allows Clients to add image recognition capabilities to applications by either accessing pre-built models on the Cloud Service or by creating a custom model using the Cloud Service.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Watson Visual Recognition Standard

Standard is a multi-tenant deployment of the Cloud Service applied in IBM Cloud Public.

- Standard deployment comes in a Lite or Standard plan.

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=DE5F79607BEE11E5B676827145285BB5>

3. Service Levels and Technical Support

3.1 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.

Client is eligible for a credit as follows:

Premium Monthly Availability Service Level	Standard & Plus Monthly Availability Service Level	Credit
< 99.9%	< 99.5%	10%
< 99.5%	< 99.0%	25%

Note: Lite deployments are not eligible for availability credits.

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:

- Event is an occurrence of a specific event that is processed by or related to the use of the Cloud Services. For this Cloud Service, one image is equal to one Event.

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** 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 High Availability

The Cloud Service offers in-region data redundancy enabling high availability protection. IBM provides automatic data replication for Client databases which contain training and/or custom model data at no additional cost. Replication is completed across in-region availability zones within IBM Cloud data centers.

5.3 Backup & Restore

Clients are responsible for backing up and restoring their own data, including training and/or custom model data as well as any Client generated custom models. For Client backup and restore instructions, please see the Cloud Service documentation.

5.4 Disaster Recovery

In-region Business Continuity is completed by leveraging the automatic replication across in-region availability zones within IBM Cloud data centers.

Clients are responsible for multi-region Disaster Recovery. The responsibilities include backing up, restoring and synching of their own security policies, training and/or custom model data as well as any Client generated custom models. In addition, the Client is responsible for routing and/or load balancing across the regions. For Client backup and restore instructions, please see the Cloud Service documentation.

5.5 Destruction of Data

This section applies to **Lite** plan deployments only.

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

5.6 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.

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.

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.

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 titled 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>
```

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 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, including Protected Health Information ("PHI") and payment card data (PCI-regulated content), in this Cloud Service as training data or data that is used to enrich this Cloud Service and custom models.