

IBM Technology

A glowing blue cube is positioned in the center of the image. The cube has two cloud icons on its visible sides, each composed of a pixelated pattern. The cube is resting on a dark, complex circuit board with various components and traces. The background is a blurred, dark surface with a grid-like pattern.

G-Cloud 15 IBM - Watson Discovery Service Definition Document

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IBM Cloud Additional Service Description

IBM Watson Discovery

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

1. Cloud Service

The IBM Watson Discovery Cloud Service allows developers to find answers and identify patterns in complex business documents by providing a simple data ingestion experience, integration with advanced natural language understanding capabilities, a unified query language, and intelligent text analytics and mining capabilities. The Cloud Service provides Clients a "Bring your own data" (BYOD) experience where a Client can create projects and collections, connect to and ingest their own data, enrich it with natural language processing (NLP), and query for answers and insights (Client Content).

1.1 Offerings

The Client may select from the following available offerings/plans.

1.1.1 IBM Watson Discovery Plus

Plus is a multi-tenant deployment of the Cloud Service applied in IBM Cloud Public. The Cloud Service allows Clients to process documents, apply enrichments, and run queries. Documents and queries are billed separately.

1.1.2 IBM Watson Discovery Enterprise

Enterprise is a multi-tenant deployment of the Cloud Service applied in IBM Cloud Public. The Cloud Service allows Clients to process documents, apply enrichments, and run queries, and includes additional capabilities like content analytics and pre-built models. Documents and queries are billed separately.

1.1.3 IBM Watson Discovery Premium

Premium is a single-tenant deployment of the Cloud Service with Premium plan applied in IBM Cloud Public. Premium deployments offer Cloud Services with isolated storage on shared IBM Cloud infrastructure.

2. Data Processing and Protection Data Sheets

The Data Sheet applicable for this service and the terms of this section provide the details and terms, including Client responsibilities, around use of this service. The following Data Sheet(s) apply to this service:

<http://www.ibm.com/terms/?id=A1417A507E8211E6BA51E79BE9476040>

2.1 Additional Terms for Premium (Dallas and Washington DC only)

The following additional type of personal data is included in Section 2.1.1 of the Data Sheet for IBM Watson Discovery Premium:

- Healthcare Information (data related to physical or mental health of an individual, or which otherwise reveals information about his or her health status, such as patient record, health insurance information, diagnostic and treatment information).

The following additional type of Special Categories of Personal Data is included in section 2.1.2 of the Data Sheet:

- Health data
- In addition to the certifications, regulatory requirements and industry standards listed in section 4.4 of the Data Sheet, the requirements under the Health Insurance Portability and Accountability Act (HIPAA) also applies to Healthcare Information and Health Data in the U.S.

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:

- Instance is each access to specific configuration of the Cloud Services.
- Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service. Items include packs of Documents, Queries, Custom Models, and Collections.
- Item-Hour is each hour an occurrence of a specific Item that is managed by, processed by, or related to the use of the Cloud Service. For Client Content, an Item is a Document. A Document is defined as a finite volume of data that is enveloped within a document header and trailer record that marks its beginning and end of any electronic representation of a physical document.
- Page is a collection of content converted to PDF if from a web page, contained on one side of a sheet of paper when printed, whether produced in physical or digital format managed or processed the Cloud Service.

4.2 Partial Monthly Charges

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

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

The Cloud Service operates 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, 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

IBM reserves the right to destroy Client's Content, including custom models, for any instance of the Cloud Service that is no longer in an active state and remains in a non-active state for more than 60 days.

6. Overriding Terms

6.1 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.

