

IBM Technology



G-Cloud 15 IBM - WatsonX Assistant Service Definition Document

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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

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 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Watson Assistant

Lite, Plus, and Enterprise plans are offered as multitenant deployment in IBM Cloud Public. Users who are currently on the Standard Plan (no longer available) are also on a multitenant deployment. Each month Client is entitled up to 50 messages/spoken sentences per 1 Monthly Active User ("MAU") for each Instance.

1.1.2 IBM Watson Assistant with Data Isolation

Premium and Enterprise with Data Isolation plans are offered in data isolated deployment in IBM Cloud Public. The deployment offers Cloud Services with isolated storage on shared compute and IBM Cloud infrastructure. Each month Client is entitled up to 50 messages/spoken sentences per 1 MAU for each Instance.

1.2 Optional Services

1.2.1 IBM Watson Assistant Monthly Active Users (MAUs)

Usage in excess of MAU limits set out in Section 1.1.1 and 1.1.2 will be charged separately.

1.2.2 IBM Watson Assistant Voice Monthly Active Users (MAUs) Add-On

In addition to the base MAU charge, Monthly Active Users who use a voice enabled integration or feature, such as the Phone integration described below, will be charged the Voice MAU Add-On price.

IBM Watson Assistant Phone integration is included as a feature of IBM Watson Assistant. Usage of this feature includes IBM Watson Speech to Text and IBM Watson Text to Speech.

If Client uses either of these additional services directly, outside the use of Watson Assistant, then Client is bound by the respective Service Description for these separate Cloud Services accessed via the IBM Cloud catalog.

Client will not incur separate charges for IBM Watson Speech to Text and IBM Watson Text to Speech when using these services through the Phone integration.

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:

IBM Watson Assistant

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=DF7F84500FA711E69DCADF455C6AF151>

The following Data Sheets are also applicable when using **IBM Watson Assistant Phone** integration:

a. IBM Watson Text to Speech

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=0B142D20F33711E49F743BB1368AEB6A>

- b. IBM Watson Speech to Text

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=D61552B0F33711E49F743BB1368AEB6A>

2.1 Additional terms for Premium and Enterprise with Data Isolation Plans (Washington DC and Dallas only)

The following additional type of personal data is included in Section 2.1 of the Data Sheet for IBM Watson Assistant, and where applicable, the Data Sheet for IBM Watson Speech to Text and IBM Watson Text to Speech:

- 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 2.2 of the Data Sheet:

- Health data
- In addition to the certifications, regulatory requirements and industry standards listed in section 5.4 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.

2.2 Additional terms for IBM Watson Assistant Phone Integration feature

The reference to the Certification for ISO27001 and SOC2 Type 1 in Section 5.4 of the Data Sheet for IBM Watson Assistant and where applicable, the Data Sheet for IBM Watson Speech to Text and IBM Watson Text to Speech, does not apply.

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.
- API Call is the invocation of the Cloud Services through a programmable interface. For the purpose of this Cloud Service, an API is invoked with each message sent through the Cloud Service.
- Active User is a unique person who accesses the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.

For the purpose of this Cloud Service, a unique person is an individual who accesses an assistant built by the Client. When a unique person is not identified, each unique session/conversation will be counted.

4.2 Partial Monthly Charges

This section applies to **Premium, Plus** and **Enterprise plan** deployments only.

Each Instance of the Cloud Service deployed as a Premium, Plus or Enterprise plan of the Cloud Service is billed on a monthly basis. Partial month deployment will be pro-rated.

5. Additional Terms

5.1 Third Party Integrations

Client authorizes IBM to transmit and receive Client input, which might include personal information, through Client's Watson Assistant instance with each Client's vendor, as indicated from time to time by the Client, in order to implement the integration between Watson Assistant and Client's vendor. Both IBM and Client's vendor will process Client Content on Client's behalf as independent processors based on the separate contracts they have respectively signed with the Client.

5.2 Enabling Software – Voice Gateway

Enabling Software is provided to Client under the following terms:

License to use the Voice Gateway package is provided to users of the Enterprise and Enterprise with Data Isolation plans of Watson Assistant. Voice Gateway is installable software that orchestrates Speech to Text, Watson Assistant, and Text to Speech to connect to Client's assistant in a telephony conversation.

Enabling Software	Applicable License Terms
IBM Voice Gateway	https://www-40.ibm.com/software/sla/sladb.nsf/lilookup/914F07C99B3383AA85258625005F71AD?OpenDocument

5.3 Phone Integration – IntelPeer

The phone integration feature allows users to provision free phone number from IBM Watson Assistant, affording users with the ability to engage in voice interactions with IBM Watson Assistant intelligent virtual agents, utilizes third party technology and services from IntelPeer. This feature does not provide users with access to the public switched telephone network or to 9-1-1 functionality or emergency services. IBM will not be liable for any claim, damage or loss arising from or relating to the inability to use the Cloud Service to contact emergency services.

Telephone usage patterns may be monitored by IntelPeer for usage that appears to be Prohibited Use(s) as defined below. If Client does not correct the Prohibited Use by the end of the billing cycle following notification by IBM, or if Prohibited Uses appear in subsequent billing cycles, IBM reserves the right, in its sole discretion and without additional notice, to adjust the amounts invoiced to Client for any affected billing cycles to reflect the appropriate price for such Prohibited Uses, suspend, in whole or in part, including without limitation blocking the transmission of any data or content which might be in violation of the terms of this Cloud Service, or terminate Client's use of the Phone Integration feature, without any additional notice or liability. "Prohibited Uses" means usage of the IntelPeer Atmosphere Communication Platform as a Service (CPaaS) or its components inconsistent with its intended use for general purpose unified communications only, including without limitation reselling the Atmosphere CPaaS under any circumstances.

5.4 Continuous Delivery and Model Improvements

5.4.1 Continuous Delivery

This Cloud Service operates under a continuous delivery model, which allows for updates without causing downtime to the Client.

5.4.2 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

5.5 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.

5.6 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.

5.7 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.

5.8 Destruction of Data

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

IBM reserves the right to destroy Client's Content, including custom models, after 30 days of inactivity.

5.9 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), nonexclusive, 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.

5.10 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. Overriding Terms

6.1 Data Use

This section applies to **Lite**, (former) **Standard**, and **Plus** plan deployments only. This section does not apply for Premium, Enterprise multitenant and Enterprise with Data Isolation plan deployments.

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. IBM will however use Content and other information that result from Content as part of the Cloud Service for the purpose of improving the Cloud Service and other Cloud Services that utilize the same underlying technology.

Content will be retained and not deleted at the end of 90 days as specified in Section 4 of the Data Processing and Data Protection Data Sheet, unless Client has instructed IBM not to use Client Content as set out in Section 6.2 below.

6.2 Offering Configuration

This section applies to **Lite**, (former) **Standard**, and **Plus** plan deployments when using the Cloud Service through a REST API call.

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-OPTOUT: 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.

6.3 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.

6.4 Exception to High Availability Datacenter

High Availability in Section 5.5 in this Service Description does not apply to the Seoul Datacenter.

