IBM Watson Analytics

This Service Description describes the Cloud Service IBM provides to Client. Client means and includes the company, its authorized users or recipients of the Cloud Service.

1. Cloud Service

The Cloud Service offering provided by IBM is described below. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1.1 IBM Watson Analytics

IBM Watson Analytics delivers a unified analytics experience on the cloud and helps users focus on the drivers that impact their business. By automating the steps of data access and predictive analysis, the Cloud Service identifies and explains hidden patterns and relationships to accelerate understanding of why things happened.

The Cloud Service offering includes the following capabilities:

- Engaging User Experience – presentation of data and insights in a format which allows users to understand and interact with their data
- Data Discovery – visually explore and interact with data to find patterns and derive insights
- Guided Analytic Discovery – embedded predictive analytics that automatically performs statistical correlations and key driver analysis
- Natural Language Dialogue – interact with data through a keyword-driven English language interface using familiar business terms
- Data Access – automatically accesses and then uniquely scores the readiness of Client’s data for analysis, highlighting potential data issues that could compromise results

1.2 Freemium Tier Access

The Cloud Service allows users to access the service at no cost (“Freemium tier”) subject to the following use limitations:

- Single user environment
- Load and analyze individual .xls, xlsx or .csv files with fewer than 100,000 rows and 50 columns
- Total storage of 500 MB where data storage includes source files loaded into the cloud environment and content created within the application
- Export objects as PDF only

Clients wishing to exceed these use limitations must subscribe to Watson Analytics Personal Edition or Watson Analytics Professional Edition.

IBM may withdraw the Freemium Tier on three months’ notice. Clients may choose to subscribe to the IBM Watson Analytics Personal Edition or Watson Analytics Professional Edition.

1.3 IBM Watson Analytics Personal

IBM Watson Analytics Personal is a single-user environment that includes all of the capabilities of Freemium tier as well as the following additional features and expanded capacities:

- Load .xls, .xlsx or .csv files containing no more than 1,000,000 rows and 256 columns
- Total Storage of 2 GB where data storage includes source files loaded into the cloud environment and content created within the application
- Export to PPT file format
- Storytelling

Storytelling is a set of capabilities available within Watson Analytics that allows a user to bring analyses created in Watson Analytics together into an assembled narrative. Within a story a user can use existing content or build directly new content and then work with text, images, webpages,
media and animation to create rich interactive presentations. This feature is currently offered as a “Beta Function”.

- Infographics
- Templates
- Twitter Content
- Connections to: DropBox, Box, and Microsoft OneDrive

1.4 IBM Watson Analytics Professional

- Watson Analytics Professional is a multi-user environment that includes all of the capabilities of Personal Edition as well as the following additional features and expanded capacities:
  - Load .xls, xlsx or csv files containing no more than 10,000,000 rows and 500 columns
  - Single tenant where data storage includes source files loaded into the cloud environment and content created within the application
  - Expanded Twitter Content
  - Connection to Cognos 10 Reports

1.5 IBM Watson Analytics Professional Dedicated

Watson Analytics Dedicated is a multi-user cloud environment that includes all of the capabilities of IBM Watson Analytics Professional as well as the following additional features and expanded capacities:

- Single Tenant with data storage including source files loaded into the cloud environment and content created within the application
- Dedicated environment

1.6 Optional Services

1.6.1 IBM Watson Analytics Personal Storage Add-on

Available as an add-on to a monthly subscription of IBM Watson Analytics Personal, each subscription entitlement to this Cloud Service provides an additional 10 GB of storage for user created content, beyond the maximum defined in the contracted tier.

1.6.2 IBM Watson Analytics Multiple User Storage Add-on

Available as an add-on to a monthly subscription of IBM Watson Analytics Professional and Professional Dedicated, each subscription entitlement to this Cloud Service provides an additional 50 GB of storage for user created content, beyond the maximum defined in the contracted tier.

1.7 Disaster Recovery and Backup

All Cloud Service offerings provide Client with a disaster recovery plan and content backup support.

1.7.1 Disaster Recovery

If a catastrophic event arises as a result of acts of God, terrorism, labor action, fire, flood, earthquake, riot, war, governmental acts, orders or restrictions, viruses, denial of service attacks and other malicious conduct, utility and network connectivity failures, or any other cause of Cloud Service unavailability outside IBM’s reasonable control, IBM will restore Client’s access to the Cloud Service within 14 days.

1.7.2 Content Backup

Content backups are taken daily and copied to an off-site location to protect the content from a catastrophic event. Every 7 days, a full database backup is taken and each subsequent day a comparative differential backup is taken. IBM will retain the last 7 days of daily differential backups and the last 28 days of full backups. Backups are encrypted at rest on a disk-based backup system and during transmission to the offsite location.

1.8 Beta Functions in Watson Analytics

Beta Functions provided with the Cloud Service are not part of the Cloud Service. Beta Functions are provided under the same terms as the Cloud Service, except as provided below. Some or all of the Beta Functions may not be made generally available by IBM as or in a product or offering. Client is permitted to use Beta Functions only for internal use for evaluation purposes and not for use in a production environment. Client may use the Beta Functions until IBM withdraws them or terminates access to it. IBM provides the Beta Functions without obligation of support and "AS IS," WITHOUT WARRANTY OF ANY
2. **Security Description**

This Cloud Service follows IBM’s data security and privacy principles for IBM SaaS which are available at https://www.ibm.com/cloud/resourcecenter/content/80 and any additional terms provided in this section. Any change to IBM’s data security and privacy principals will not degrade the security of the Cloud Service.

This Cloud Service is US-EU Safe Harbor certified.

This Cloud Service is not designed to any specific security requirements for regulated content, such as personal information or sensitive personal information. Client is responsible to determine if this Cloud Service meets Client’s needs with regard to the type of content Client uses in connection with the Cloud Service.

3. **Service Level Agreement**

IBM provides the following availability service level agreement ("SLA") for the Cloud Service as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

3.1 **Availability Credits**

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware of an event that has impacted the Cloud Service availability. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within four business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM’s control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

3.2 **Service Levels**

<table>
<thead>
<tr>
<th>Availability during a contracted month</th>
<th>Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.0-99.75%</td>
<td>2%</td>
</tr>
<tr>
<td>95.0-98.99%</td>
<td>5%</td>
</tr>
<tr>
<td>Less than 95.0%</td>
<td>10%</td>
</tr>
</tbody>
</table>

* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the Cloud Service in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month minus the total number of minutes of Downtime in a contracted month divided by the total number of minutes in the contracted month.

Example: 500 minutes total Downtime during contracted month
43,200 total minutes in a 30 day contracted month

- 500 minutes Downtime

= 42,700 minutes

= 5% Availability credit for 98.8% availability during the contracted month

43,200 total minutes

4. Technical Support

During the Subscription Period, technical support is provided for the duration of this Cloud Service as set forth in the IBM Software as a Service Support handbook at http://www.ibm.com/software/support/handbook.html or a subsequent URL provided by IBM. Technical support is included with the Cloud Service and is not available as a separate offering.

5. Entitlement and Billing Information

5.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

a. Authorized User is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the the Cloud Service in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the Cloud Service during the measurement period specified in Client’s PoE or Transaction Document

b. Gigabyte is a unit of measure by which the Cloud Service can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Gigabytes are used to measure the uncompressed size of data sets loaded to the Cloud Service. Sufficient entitlements must be obtained to cover the number of Gigabytes hosted in the Cloud Service at any point during the measurement period.

5.2 Set-Up Charges

An initial one-time setup fee applies at the rate and billing term specified in the Transaction Document.

5.3 Partial Month Charges

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

6. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the PoE.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90 day period.

7. Twitter Content in Watson Analytics

7.1 Definitions

a. “Analysis Reports” means the results or output created by Client’s applications on the Cloud Service from the process of analyzing and deriving information from the Twitter Content. Such results may not contain Twitter Content, but may contain content that is duplicative to that in the Twitter Content, such as search terms and references to the subject matter of the Tweets.

b. “Tweet ID” means a unique identification number generated for each Tweet.

c. “Tweets” means a public posting with a text body of no more than 140 characters made by any end user of the Twitter service.

d. “Twitter Content” means Tweets, Tweet IDs, public Twitter end user profile information, and any other Twitter data and information made available to Client.
7.2 **Use of Twitter Content**

Client shall not be given any access to the raw Twitter Content. The Cloud Service provides a means for Client to select and use Twitter Content solely within the Cloud Service for the sole purpose of conducting analysis on the Twitter Content and producing Analysis Reports.

Twitter Content is neither owned nor controlled by IBM. Twitter Content may include materials that are illegal, inaccurate, misleading, indecent, or otherwise objectionable. IBM or its suppliers have no obligation to review, filter, verify, edit or remove any Twitter Content. However, IBM or its suppliers may, at their sole discretion, do so. Client must utilize the functionality provided by IBM to promptly delete or modify any Twitter Content that may be stored on the Cloud Service. Client shall have a right to download and remove the Analysis Report from the Cloud Service.

7.3 **Volume of Twitter Data**

Personal Clients are limited to the following:

- 25,000 Tweets per data set

Professional Clients are limited to the following:

- 50,000 Tweets per data set

7.4 **Restrictions on Twitter Content**

Client shall not:

a. Use Twitter Content in violation of any applicable law including but not limited to privacy laws or for any unauthorized or improper purposes.

b. Use Twitter Content provided as part of the Cloud Service to perform analysis on a small group of individuals or a single individual for any unlawful or discriminatory purpose.

c. Use Twitter Content provided as part of the Cloud Service to perform analysis that will be included as a part of an advertising network.

d. Use the Twitter Content to produce analysis that performs a regularly-produced, time-based series of measurements made using the same, or similar, methodologies for the purpose of comparing television program performance over time, or against a defined set or subset of other television programs.

e. Use any aggregate Twitter user metrics, such as number of users or accounts, obtained while accessing and using the Twitter Content as part of the Cloud Service for any purpose.

f. Use the Twitter Content for any other purpose except for the limited purpose allowed for in the Cloud Service.

7.5 **Termination by IBM**

Client’s use of the Twitter Content shall cease upon termination of the Cloud Service. Notwithstanding the foregoing, in addition to the rights of suspension and termination in the Agreement, IBM may cease providing access to the Twitter Content at any time without notice and without the obligation to provide Client a refund, credit, or other compensation.

7.6 **Warranty and Indemnification Disclaimer for Twitter Content**

NOTWITHSTANDING THE WARRANTY SET FORTH IN THE AGREEMENT, THE TWITTER CONTENT IS PROVIDED SOLELY “AS IS”, “AS AVAILABLE” WITH ALL FAULTS, AND CLIENT’S USE OF THE TWITTER CONTENT IS AT ITS SOLE RISK. IBM DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THE TWITTER CONTENT. IBM DOES NOT WARRANT THAT THE ACCESS TO THE TWITTER CONTENT WILL BE UNINTERRUPTED, OR ERROR-FREE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CLIENT MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS SUCH LAW PROVIDES OTHERWISE). ANY OBLIGATION FOR IBM TO INDEMNIFY CLIENT UNDER THE AGREEMENT DOES NOT APPLY IN ANY WAY TO CLIENT’S ACCESS AND USE OF THE TWITTER CONTENT.
7.7 U.S. Government Use

The Twitter Content is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the Twitter Content by any government entity is prohibited, except as expressly permitted by the terms of this Agreement. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. If Client uses the Twitter Content in its official capacity as an employee or representative of a U.S., state or local government entity and Client is legally unable to accept the jurisdiction, venue or other clauses herein, then those clauses do not apply to such entity, but only to the extent as required by applicable law. Contractor/manufacturer is Twitter, Inc. 1355 Market Street, Suite 900, San Francisco, California 94103.

8. Enabling Software

This Cloud Service includes enabling software, which should be used only in connection with Client’s use of the Cloud Service for the Cloud Service term. If the enabling software contains sample code, Client may make derivative works of the sample code for use with the Cloud Service. If enabling software is accompanied by a separate license agreement, the term of such license agreement(s) also applies, as limited by this section. In the event of conflict, the terms of this Service Description prevail over any such accompanying license agreement. Client is responsible to remove enabling software upon expiration or termination of the Cloud Service.

9. Cookies

Client is aware and agrees that IBM may, as part of the normal operation and support of the Cloud Service, collect information from Client (your employees and contractors) related to the use of the Cloud Service, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our Cloud Service for the purpose of improving user experience and/or tailoring interactions with Client. Client confirms that it will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client’s employees and contractors to access, update, correct or delete their collected personal information.