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IBM will not disclose or use Content made available to the IBM SaaS except to operate, maintain, and perform the IBM SaaS or to comply with laws. IBM SaaS will only be operated on systems that comply with the security practices and procedures referenced below.

The IBM SaaS is operated within an IBM data center that meets the security requirements of FISMA with an impact level of moderate.

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IBM may perform regularly scheduled maintenance during maintenance windows defined by IBM. Other scheduled and non-scheduled down times may occur. The IBM SaaS will not be available during these times.

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Should Customer's access to the IBM SaaS be terminated, Customer's use of the Enabling Software will also be terminated. Customer must remove all Enabling Software from their systems and destroy all copies.

7. Data Privacy and Data Security
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Customer: 1) will obtain all legally required consents before making any Personal Data available to the IBM SaaS, and maintain those consents throughout the Subscription Period; and 2) will not use the IBM
SaaS in conjunction with Personal Data to the extent that doing so would violate applicable data protection laws.

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IBM implements and maintains practices and procedures, which may be revised periodically, regarding the systems used to host and operate the IBM SaaS. These practices and procedures are designed to reduce the vulnerability of our systems to accidental loss, unlawful intrusions, unauthorized access, disclosure or alteration or wrongful conduct that may interfere with, misappropriate, or otherwise damage the Content or Customer's use of the IBM SaaS. A description of the practices and procedures applicable to the IBM SaaS, including applicable technical and operational measures, is available to Customer upon request. Customer is responsible for determining whether these practices and procedures are appropriate to meet the Customer's requirements, including compliance requirements. By using the IBM SaaS, Customer acknowledges its acceptance of the IBM practices and procedures and their adequacy for Customer's purposes.

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Subject to the Contracts Disputes Act and FAR 52.233-1 (Disputes), in the event of a breach of the ToU, Agreement, or Acceptable Use Policy, misappropriation of IBM intellectual property or violation of applicable law by an IBM SaaS User, IBM reserves the right to terminate Customer's access to the IBM SaaS for cause, or suspend or revoke the offending IBM SaaS User's access to the IBM SaaS, or delete the offending IBM SaaS User's Content.

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