Service Description

IBM Planning Analytics

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1. Cloud Service

IBM Planning Analytics is a collaborative, enterprise-scalable budgeting, planning, analytics, profitability, modeling, scorecard and reporting solution. These applications are supported by the TM1 64-bit in-memory online analytical processing (OLAP) server, which provides on-demand analytics of complex multidimensional data with real-time analysis.

This offering includes the following:

- Administrative clients that enables administrators to model and deploy budgeting, planning, analytics, profitability, modeling, reporting, metrics and scorecard solutions.
- Web Interface that enables end users to contribute, review and approve plans, access reports, key performance indicators and metrics, and perform ad-hoc analysis; and enables administrators to monitor activity.
- Excel plug-in enabling end users with exploration, discovery, reporting, and analysis in Microsoft Excel.

In the event the Cloud Service is not available because of a catastrophic event or cause beyond IBM’s control at the data center where IBM provisions Client’s Cloud Service, IBM will work to provide the Cloud Service to Client via another IBM data center within 14 calendar days.

1.1 IBM Planning Analytics

IBM Planning Analytics Cloud Service includes:

a. One (1) IBM Planning Analytics Production Instance
   - Up to sixty-four gigabytes (64GB) of memory (RAM) for the TM1 database tier
   - Two hundred gigabytes (200GB) of shared folder space for the TM1 database tier

b. One (1) IBM Planning Analytics Non-Production Instance
   - Up to sixty-four gigabytes (64GB) of memory (RAM) for the TM1 database tier
   - Two hundred gigabytes (200GB) of shared folder space for the TM1 database tier

c. IBM Planning Analytics for Microsoft Excel, IBM Cognos Integration Server, and IBM Cognos Command Center as enabing software and may include other enabling software.

d. IBM Watson Analytics Professional Capabilities

IBM Planning Analytics Cloud Service delivers a unified analytics experience on the cloud and helps users focus on the drivers that impact their business through the capabilities of IBM Watson Analytics Professional. 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.

IBM Planning Analytics Cloud Service includes certain IBM Watson Analytics Professional capabilities for all users, including:

- 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.
- Load .xls, .xlsx or .csv files, supported cloud services or supported relational data base management systems (RDBMS), containing no more than 10,000,000 rows and 500 columns.
- Total storage of 100 GB
- Single Tenant where data storage includes source files loaded into the cloud environment and content created within the application.
- Export to PPT file format.
- Infographics
- Templates
- Connections to: Dropbox, Box, and Microsoft OneDrive
- Connection to Cognos Analytics Reports

For clarity, these Watson Analytics capabilities do not apply to the IBM Planning Analytics Digital Pack.

1.2 IBM Planning Analytics Digital Pack

IBM Planning Analytics Digital Pack offers a scaled-down entry point containing the core components of the IBM Planning Analytics Cloud Service.

This Cloud Service includes:

a. One (1) IBM Planning Analytics Production Instance, including:
   - Up to thirty-two gigabytes (32GB) of memory (RAM) for the TM1 database tier
   - Up to 4 core processors
   - Two hundred gigabytes (200GB) of shared folder space for the TM1 database tier

b. Five (5) IBM Planning Analytics Digital Users

c. Three (3) of the five (5) IBM Planning Analytics Digital Users permitted access to Remote Desktop Protocol functionality, on which the Cloud Service is deployed. Remote Desktop Protocol functionality includes:
   - Create, modify, and/or delete TM1 database objects
   - Manage security (users/groups/privileges)
   - Execute processes and schedule chores
   - Access server performance information (metrics cubes and server logs)
   - Create and manage workflow

d. A maximum of fifty (50) IBM Planning Analytics Digital Users (inclusive of the 5 IBM Planning Analytics Digital Users provided with the Cloud Service).

This Cloud Service offering includes IBM Planning Analytics for Microsoft Excel as enabling software and may include other enabling software.

1.3 IBM Planning Analytics Hybrid Entitlement

IBM Planning Analytics Hybrid Entitlement includes access to both the IBM Planning Analytics Cloud Service and IBM Planning Analytics Advanced. The IBM Program included in this entitlement is IBM Planning Analytics Advanced.

Each IBM Planning Analytics Hybrid Entitlement Authorized User can be either a IBM Planning Analytics Modeler Authorized User or a IBM Planning Analytics Advanced Authorized User, but only one of these at a given time.

Ten (10) of the IBM Planning Analytics Hybrid Entitlement Authorized Users are permitted access to Remote Desktop Protocol functionality, on which the Cloud Service is deployed. Remote Desktop Protocol functionality includes:
   - Create, modify, and/or delete TM1 database objects
   - Manage security (users/groups/privileges)
   - Execute processes and schedule chores
● Access server performance information (metrics cubes and server logs)
● Create and manage workflow

### 1.4 User Roles

#### 1.4.1 IBM Planning Analytics Modeler
IBM Planning Analytics Modeler can create, modify and/or delete TM1 database objects; manage security (users/groups/privileges); execute processes and schedule chores; access server performance information (metrics cubes and server logs); create and manage workflow; read data from and write data to an IBM TM1 server on which the Cloud Service is deployed.

#### 1.4.2 IBM Planning Analytics User
IBM Planning Analytics User is permitted to read data from and write data to an IBM TM1 server on which the Cloud Service is deployed.

IBM Planning Analytics User is not authorized to use any of the following components or functions of the Cloud Service:

- IBM Cognos Performance Modeler
- IBM Cognos TM1 Architect
- IBM Cognos TM1 Perspectives
- IBM Cognos TM1 Turbo Integrator for creating processes
- IBM Cognos TM1 Operations Console
- IBM Cognos TM1 Applications for administration functionality
- IBM Cognos TM1 Applications Workflow for administration functionality; except review and approval of workflows
- Functionality provided via Remote Desktop Protocol

#### 1.4.3 IBM Planning Analytics Explorer
IBM Planning Analytics Explorer is permitted to read data from an IBM TM1 server on which the Cloud Service is deployed.

IBM Planning Analytics Explorer is not authorized to use any of the following components or functions of the Cloud Service:

- Planning Analytics Workspace for writeback
- IBM Cognos Performance Modeler
- IBM Cognos TM1 Architect
- IBM Cognos TM1 Perspectives
- IBM Cognos TM1 Turbo Integrator for creating processes
- IBM Cognos TM1 Operations Console
- IBM Cognos TM1 Web for writeback
- IBM Cognos TM1 Applications for administration functionality or writeback
- IBM Cognos TM1 Applications Workflow for administration functionality; except review and approval of workflows
- Functionality provided via Remote Desktop Protocol

#### 1.4.4 IBM Planning Analytics Digital User
IBM Planning Analytics Digital User is permitted to:

- Read data from and write data to an IBM Cognos TM1 server on which the Cloud Service is deployed.
- Access to all Planning Analytics Workspace capabilities

IBM Planning Analytics Digital User is only available for IBM Planning Analytics Digital Pack.
1.5 Optional Add-Ons for IBM Planning Analytics Cloud Service

1.5.1 IBM Planning Analytics Premium Instance
This offering increases the capacity of IBM Planning Analytics Instance up to five hundred and twelve gigabytes (512GB) of memory (RAM) for the TM1 database tier, five hundred gigabytes (500GB) of shared folder disk space, and the TM1 database tier is hosted in a single tenant environment with either a managed hypervisor or a dedicated physical server.

1.5.2 IBM Planning Analytics Additional Production Instance
This offering adds an additional Production Instance of IBM Planning Analytics with up to sixty-four gigabytes (64GB) of memory (RAM) for the TM1 database tier and two hundred gigabytes (200GB) of shared folder disk space.

1.5.3 IBM Planning Analytics Additional Non-Production Instance
This offering adds an additional Non-Production Instance of IBM Planning Analytics with up to sixty-four gigabytes (64GB) of memory (RAM) for the TM1 database tier and two hundred gigabytes (200GB) of shared folder disk space.

1.5.4 IBM Planning Analytics Additional Planning Storage
This offering allows the Client to designate an additional 250 GB of shared folder disk space on the TM1 database tier to either the Production or a Non-Production Instance of the Cloud Service.

1.5.5 IBM Planning Analytics Premium Reporting Production Instance
This offering allows Authorized Users to access certain functionality of IBM Cognos Analytics to develop dashboards, interactive reports, custom analysis, ad-hoc queries, create new reports, view scheduled reports and consume active reports via a web browser. The IBM Cognos Analytics functionality provides interactive OLAP exploration and allows a Client to create and format a wide variety of report types, including lists, cross tabs, charts, and financial statement style. The IBM Cognos Analytics capabilities extend consumption of reports with a broad range of mobile devices including Apple iPhone, Android and tablets. This optional add-on allows for a maximum of 250 GB of storage for user-generated content with the Cognos Analytics capabilities. Client's use of Cognos Analytics must be in support of the IBM Planning Analytics Cloud Service and cannot be used independently.

1.5.6 IBM Planning Analytics Premium Reporting Non-Production Instance
This offering allows Authorized Users to access the features and capabilities of the IBM Planning Analytics Premium Reporting Production Instance, but may only be used for Non-Production purposes. Notwithstanding the Non-Production Limitation, Client is not permitted to use this optional add-on for performance tuning.

1.5.7 IBM Planning Analytics Additional Reporting Storage
This offering allows the Client to designate an additional 250 GB of storage to either the IBM Planning Analytics Premium Reporting Production Instance or the IBM Planning Analytics Premium Reporting Non-Production Instance for user generated content with the Cognos Analytics capabilities.

1.5.8 IBM Planning Analytics Disaster Recovery Premium
This optional add-on provides that in the event the Cloud Service is not available because of a catastrophic event or cause beyond IBM's control at the data center where IBM provisions Client's Cloud Service, IBM will work to provide the Cloud Service to Client via another IBM data center within 5 calendar days. This optional add-on does not apply to the Watson Analytics capabilities provided with the Cloud Service.

1.6 Remotely Delivered Services for IBM Planning Analytics and IBM Planning Analytics Digital Pack

1.6.1 IBM Planning Analytics Jump Start
IBM Planning Analytics Jump Start service provides up to 80 hours of remotely delivered guidance, coaching and assistance for up to 5 users, including, but not limited to, the following:

● Help identifying Client's business challenges related to a mutually agreed use-case
● Assistance with source data configuration and secure gateway setup in the cloud environment
● Advice and guidance on Planning Analytics proven practices for reports and dashboards
● Advice and guidance on Planning Analytics administration

IBM Planning Analytics Jump Start services are purchased per Engagement and expire 90 days from purchase regardless of whether all hours have been used.

1.6.2 IBM Planning Analytics Jump Start Plus

IBM Planning Analytics Jump Start Plus provides up to 88 hours of services, for up to 5 users, including, but not limited to, the following:

a. Access to the following Self-Paced Virtual Classes (SPVCs) and workshops for up to 5 users including:
   - IBM Planning Analytics Workspace – Guided Learning Workshop
   - IBM Cognos TM1 – Analyze and Share Data (SPVC code J1257G)
   - IBM Cognos TM1 – Design and Develop Models in Performance Modeler (SPVC code J1252G) or IBM Cognos TM1 – Design and Develop Models in Architect (SPVC code J1261G)
   - Access to IBM standard course manuals, which are provided to students online.
   - Access to the SPVC web-based training lab, accessible 24 hours a day, 7 days a week, within a 30-day period.
   - The 30-day period begins once the access code provided in an enrollment email has been applied.

b. 32 hours of remotely delivered, online, instructor-led training to be used in conjunction with the SPVCs.

c. 56 hours of remotely delivered guidance, coaching and assistance including:
   - Identifying Client's business challenges related to a mutually agreed use-case
   - Assistance with source data configuration and secure gateway setup in the cloud environment
   - Advice and guidance on Planning Analytics proven practices for reports and dashboards
   - Advice and guidance on Planning Analytics Administration

IBM Planning Analytics Jump Start Plus services are purchased per Engagement and expire 90 days from purchase regardless of whether all hours have been used.

1.6.3 IBM Planning Analytics Digital Jump Start

IBM Planning Analytics Digital Jump Start provides the following remote consulting assistance and learning within the following framework:

- Twenty-five hour blocks of remotely delivered expertise
- A project kickoff meeting is held to verify and plan how to utilize purchased services.
- Five access codes to self-paced training (Web Based Training or Guided eLearning), hosted by IBM. Training is accessible 24 hours a day, 7 days a week, within a 30 day period. The 30 day period begins once the access code provided in an enrollment email has been applied.

IBM Planning Analytics Digital Jump Start services are purchased per Engagement and expire 90 days from purchase regardless of whether all hours have been used.

2. Content and Data Protection

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such
modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at http://ibm.com/dpa (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

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 that there is a critical business impact and the Cloud Service is not available. 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 3 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

Availability of the Cloud Service during a contracted month

<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>Less than 99.9%</td>
<td>2%</td>
</tr>
<tr>
<td>Less than 99%</td>
<td>5%</td>
</tr>
<tr>
<td>Less than 95%</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.
4. Technical Support
Technical support for the Cloud Service is provided via an online problem reporting system. IBM's Software as a Service Support Guide available at https://www-01.ibm.com/software/support/saas_support_guide.html provides technical support contact and other information and processes. Technical support is offered 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:

- 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 Cloud Service in any manner directly or indirectly (for example, through 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.

- Engagement is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the Cloud Service. Sufficient entitlements must be obtained to cover each Engagement.

- Instance is a unit of measure by which the Cloud Service can be obtained. An Instance is access to a specific configuration of the Cloud Service. Sufficient entitlements must be obtained for each Instance of the Cloud Service made available to access and use during the measurement period specified in Client's PoE or Transaction Document.

- Gigabyte is a unit of measure by which the Cloud Service can be obtained. A Gigabyte is defined as $2^{30}$ bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the Cloud Service during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.

5.2 Set-Up Charges
A one-time setup fee will be billed at the rate specified in the Transaction Document for each setup service ordered.

5.3 Overage Charges
If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

5.4 Remote Services Charges
A remote service charge will be billed at the rate specified in the Transaction Document for such remote service and will expire 90 days from purchase regardless of whether the remote service has been used.

5.5 Billing Frequency
Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

5.6 Verification
Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.
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. **Additional Terms**

7.1 **General**

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

7.2 **Enabling Software**

The Cloud Service requires the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service. Enabling software is provided "AS-IS".

7.3 **Minimum Entitlement Requirements**

For the IBM Planning Analytics Cloud Service offering, excluding IBM Planning Analytics Hybrid Entitlement, Client is required to have a minimum entitlement to one (1) IBM Planning Analytics Modeler and to have minimum entitlements of twenty-one (21) Authorized Users in total which may be comprised of either IBM Planning Analytics Modeler(s) or IBM Planning Analytics User(s).

7.4 **Non-Production Limitation**

If the Cloud Service is designated as "Non-Production", the Cloud Service can only be used as part of the Client's non-production activities, including but not limited to testing, performance tuning, fault diagnosis, benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the Cloud Service using published application programming interfaces.

7.5 **Backup**

Backups of the shared folder space and application databases are performed daily. Backups are taken locally and replicated to another database in a separate data center. IBM will retain data backups for the last 28 days as follows: 7 daily backups of the most recent days, and 4 weekly backups of the most recent weeks. Backups are encrypted at rest on a disk-based backup system and during transmission.

7.6 **No Guarantee of Compliance**

Client acknowledges and agrees that, although the Cloud Service may be used as a tool for assisting in tracking, regulatory and legal compliance, there is no guaranty that use of the Cloud Service and any other product or service that may be provided by IBM will result in compliance with applicable laws and regulations. In no event shall IBM, or any employee, officer, director, agent, or representative of IBM have any responsibility or liability for such Client compliance. Client is responsible for the results obtained from the use of the Cloud Service.

7.7 **Microsoft No High Risk Use**

Client may not use the Microsoft products in the Cloud Service in any application or situation where the Cloud Service failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to:
aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Cloud Service for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These noncontrolling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

7.8 **Beta Functions in IBM Planning 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 the 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 KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Client agrees to take precautions to avoid any loss of data that might result when the Beta Functions are no longer used. Client agrees IBM may use all feedback and suggestions provided.

7.9 **Client-Provided Materials – ODBC Drivers**

To the extent Client provides IBM with Client or third party ODBC drivers, and associated files that Client asks IBM to use in the Client's Cloud Service environment (collectively "Client-Provided Materials"): Client hereby grants IBM a fully-paid, non-exclusive, nontransferable, worldwide, limited license (without the right to sublicense), under Client's applicable intellectual property rights to use the Client-Provided Materials for the sole purpose of providing the Cloud Service to Client. IBM has sole discretion whether to use such Client-Provided Materials and may cease using Client-Provided Materials at its sole discretion at any time for any reason.

Client represents and warrants on an ongoing basis that (a) it has the necessary rights to give Client-Provided Materials to IBM, (b) IBM may lawfully use the Client-Provided Materials in providing the Cloud Service to Client, and (c) the Client-Provided Materials does not contain harmful code. Client must promptly inform IBM if Client loses the right to allow IBM to use the Client-Provided Materials or Client learns it contains harmful code.

Client acknowledges that (a) IBM does not warrant the functionality of Client-Provided Materials within the Cloud Service, and (b) IBM is not responsible or liable to Client to the extent the Client-Provided Materials impairs IBM's ability to meet IBM's: (1) representations and warranties regarding the Cloud Service, and/or (2) the Cloud Service's Service Level.

7.10 **Third Party Content (Data and Services)**

The Cloud Service may contain links to or be used to access third party data services, databases, web services, software, or other third party content (all, "content"). Access to this content is provided "AS-IS", WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Access can be terminated by the relevant third parties at their sole discretion at any time. Client may be required to enter into separate agreements with the third parties for the access to or use of such content. IBM is not a party to any such separate agreements and as an express condition of this Cloud Service Client agrees to comply with the terms of such separate agreements.