



IBM Cloud Services Agreement

IBM Cloud Service Description: IBM SmartCloud for Social Business

The following is the Service Description for your Order:

1. Cloud Service

The Cloud Service offering, is described below and is specified in an Order Document for the selected entitled offerings. The Order Document will consist of the Quotation that is provided and the Proof of Entitlement (PoE) you will receive confirming the start date and term of the Cloud Services and when invoicing will commence.

1.1 IBM SmartCloud for Social Business

IBM offers these services in pre-packaged plans, stand alone services or as add ons

1.1.1 Bundled IBM SaaS Offering

Engage Advanced	SmartCloud Connections, SmartCloud Meetings, SmartCloud Notes , Traveler for SmartCloud Notes, SmartCloud Docs, Mobile apps, Guest Access
Engage Standard	SmartCloud Connections, SmartCloud Meetings, Mobile apps, Guest Access

1.1.2 Stand Alone IBM SaaS Offerings

- SmartCloud Connections
- SmartCloud Meetings
- SmartCloud Notes
- SmartCloud Notes Entry
- SmartCloud iNotes
- SmartCloud Advanced Support

1.1.3 IBM SmartCloud Engage Advanced

- All features of SmartCloud Connections
- Instant Messaging – Real time communication with individuals and groups, see availability for your contacts, create custom groups, and contact information. Available both in a browser and rich client that is available for download.
- Web conferencing – Online web meeting via an always ready, on-demand reservation-less meeting room with application and desktop sharing, support of multiple presenters, polling, chat. Host meetings for up to 200 attendees with anyone outside your company. Intra-company meetings require subscriptions by all internal participants.
- Docs - Word processing, spreadsheet and presentation editors, with real-time co-editing support, and contextual commenting and discussions, with file version management from IBM SmartCloud Connections.
- SmartCloud Notes - Desktop and web-based mail and calendar including integrated instant messaging with spam and anti-virus protection and support for hybrid integration. 25 gigabytes of mailbox storage allocated for each IBM SaaS user.
- Traveler for SmartCloud Notes - Delivery of mail, calendar and contacts to supported mobile devices. Support for two-way, push, manual, or scheduled syncing for email, electronic calendars, and electronic contacts for the supported devices.
- Mobile apps for IBM Connections, IBM Meetings, and IBM Sametime

- Guest Access – The ability to invite guests who can collaborate and work on content shared with them with a subset of the service's social collaboration and meeting capabilities

1.1.4 IBM SmartCloud Engage Standard

- All features of SmartCloud Connections
- Instant Messaging – Real time communication with individuals and groups, see availability for your contacts, create custom groups, and contact information. Available both in a browser and rich client that is available for download.
- Web conferencing - Online web meeting via an always ready, on-demand reservation-less meeting room with application and desktop sharing, support of multiple presenters, polling, chat. Host meetings for up to 200 attendees with anyone outside your company. Intra-company meetings require subscriptions by all internal participants.
- Mobile app for IBM Connections, IBM Meetings, IBM Sametime
- Guest Access – The ability to invite guests who can collaborate and work on content shared with them with a subset of the service's social collaboration and meeting capabilities

1.1.5 SmartCloud Connections

- Social Dashboard – A single view of your social business network with access to applications and meetings, and a view of events and content for access to in progress work items, support forums, profile and storage information.
- People – Manage your profile and contacts across your business network inside and outside of your organization.
- File storage and sharing – The ability to upload and store files in a centralized library, where files may be access controlled to be private or shared with individual users or groups, as readers or authors. File information such as updates, version history, comments, download history, tagging and file check-in/check-out is provided. Plug-ins to support desktop to cloud file transfer are available for download.
- Communities, Blogs, and Wikis– The ability to work together with people with shared files, activities, and bookmarks, create and share new communities with customized permissions, search for content across communities, send community emails, create and manage community surveys, create wikis, blogs and ideation blogs, and discussion forums.
- Activities – A team space for tasks such as tracking to-dos, information and actions around a topic or meeting.
- Instant Messaging – Real time communication with individuals and groups, see availability for your contacts, create custom groups, and contact information.
- Mobile apps for IBM Connections and IBM Sametime
- Guest Access – The ability to invite guests who can collaborate and work on content shared with them with a subset of the service's social collaboration and meeting capabilities

1.1.6 IBM SmartCloud Meetings

Online web meeting via an always ready, on-demand reservation-less meeting room with application and desktop sharing, support of multiple presenters, polling, chat. This service can be purchased to host meetings up to 14 participants, or up to 199 attendees. It's also available for purchase as Enterprise Deployment where internal participants have a subscription to the service. All meetings allow attendees from outside your company without restriction.

1.1.7 IBM SmartCloud Notes

- IBM Notes client (includes software download) and web-based mail, calendar and contact information in the cloud including type-ahead addressing, custom mail folders, mail and calendar delegation. Your company account can be set up in a service only or hybrid configuration (hybrid configuration integrates with an on-premises Domino environment) .
- Integrated instant messaging
- Spam and anti- virus protection
- 25 gigabytes of mailbox storage allocated for each IBM SaaS user

- Includes one fixed term license for IBM Domino Enterprise Client Access per SmartCloud Notes user. This allows users either browser or IBM Notes client access to IBM SmartCloud Notes and IBM Domino applications. Domino application servers on-premises require PVUs purchased separately

1.1.8 IBM SmartCloud Notes Entry

- Web only browser-based access to email, calendar, and contact information in the cloud including type-ahead addressing, custom mail folders, mail and calendar delegation.
- 1 GB mailbox (standard, service-provided mail template only)
- Integrated Instant Messaging
- Spam and anti-virus protection
- IBM SmartCloud Notes Entry does not include offline access, IMAP-based access, use of IBM Notes client, or the ability to contract optional services for migration of existing mail into the service. It does not permit subscribers to use Blackberry services with their account..
- Includes one fixed term license for IBM Domino Enterprise Client Access per SmartCloud Notes Entry user. This allows users browser access to IBM SmartCloud Notes and IBM Domino applications on-premises. Domino application servers on-premises require PVUs purchased separately.

1.1.9 IBM SmartCloud iNotes

- Web based mail, calendar, and contacts with Inbox that contains message view, system-created and user-created folders, ability to drag and drop messages into folders. Support for personal and company calendars and contact lists.
- 25 gigabytes of mailbox storage allocated for each user

1.1.10 IBM SmartCloud for Social Business Advanced Support

A premium level of support including priority handling and more rapid response to reported issues.

1.1.11 Mobile

Native mobile applications are available in the respective app stores for IBM Connections, IBM Sametime, IBM Meetings, and IBM Traveler for SmartCloud Notes.

1.2 Optional Features

	Engage Advanced	Engage Standard	SmartCloud Connections	SmartCloud Meetings	SmartCloud Notes	SmartCloud Notes Entry
SmartCloud Docs	✓	•	•	N/A	N/A	N/A
Audio Conferencing for SmartCloud Meetings	•	•	N/A	•	N/A	N/A
Traveler	✓	N/A	N/A	N/A	•	•
Archive Essentials	•	N/A	N/A	N/A	•	•
BlackBerry	•	N/A	N/A	N/A	•	N/A
Additional Collaboration Storage	•	•	•	N/A	N/A	N/A

✓ - Included

• Available

N/A – Not Available

1.2.1 IBM SmartCloud Docs

Word processing, spreadsheet and presentation editors, with real-time co-editing support, and contextual commenting and discussions, with file version management from IBM SmartCloud Connections.

1.2.2 IBM Audio Conferencing for SmartCloud Meetings

Audio conferencing in web meetings for VoIP, toll and toll-free dialing, where all users can dial in from a computer or phone and hear and speak, and record and playback the meeting.

Toll and toll free charges are based on the country dialed, and are assigned to zones as follows:

Toll Zones:

- Zone 1 - USA, Canada
- Zone 2 - Austria, Belgium, France, Germany, Hong Kong, Ireland, Italy, Japan, Netherlands, Singapore, Spain, Sweden, Switzerland, UK
- Zone 3 - Argentina, Australia, Bahrain, Brazil, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, Greece, Hungary, Israel, Latvia, Luxembourg, Mexico, New Zealand, Norway, Peru, Poland, Portugal, Romania, Slovakia, Slovenia
- Zone 4 - China, India, Lithuania, Malaysia, Russia, South Africa, South Korea, Taiwan, Turkey, Vietnam

Toll Free Zones:

- Zone 1 - USA, Canada
- Zone 2 - Australia, Austria, Estonia, France, Germany, Hong Kong, Ireland, Israel, Italy, Luxembourg, Poland, Portugal, Singapore, Spain, Sweden, Switzerland, UK
- Zone 3 - Belgium, Brazil, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Finland, Greece, Hungary, Iceland, Japan, Latvia, Malaysia, Mexico, Monaco, Netherlands, New Zealand, Norway, Panama, Russia, Slovakia, Slovenia, South Korea, Thailand
- Zone 4 - Argentina, Bahamas, Bahrain, Belarus, Bosnia and Herzegovina, Chile, China, Columbia, India, Indonesia, Lithuania, Peru, Philippines, Saudi Arabia, South Africa, Taiwan, Venezuela, Vietnam

Mobile Surcharges - Additional surcharges apply for mobile calls to toll free numbers in the following countries: Austria, Belgium, Brazil, Switzerland, Germany, Denmark, Estonia, Spain, Hungary, Ireland, Italy, Netherlands, New Zealand, Portugal, Sweden, Slovakia

Toll Free Surcharges - Non continental USA surcharges will be added to the toll free rates above when audio conference users dial the USA Toll Free number from any of the non-continental US locations below:

- Zone 1 - Alaska, Canada, Guam, Hawaii, Puerto Rico, US Virgin Islands
- Zone 2 - Anguilla, Antigua/Barbuda, Bahamas, Barbados, Bermuda, British Virgin Islands, Cayman Islands, Dominica, Dominican Republic, Grenada, Jamaica, Montserrat, St Kitts and Nevis, St Lucia, St Vincent and Grenadines, St. Martens, Trinidad and Tobago, Turks and Caicos

1.2.3 IBM SmartCloud Notes Traveler Services

Delivery of mail, calendar and contacts to supported mobile devices. Support for two-way, push, manual, or scheduled syncing for email, electronic calendars, and electronic contacts for the supported devices.

1.2.4 IBM SmartCloud Archive Essentials

Email archive and eDiscovery features for IBM SmartCloud Notes customers that enables customers to classify, index, search and retrieve all or portions of mail content using a web interface with retention policies, legal holds, audit trail and unlimited storage.

1.2.5 IBM SmartCloud Notes for Hosted Blackberry Service

Hosted Blackberry Enterprise Server (BES) capabilities directly from IBM

1.2.6 Additional Collaboration Storage

Additional collaboration storage.

1.2.7 Step Up

Cloud Services designated as Step Up are only available for existing IBM on-premises licensees with Subscription and Support for the associated IBM program that is active during the subscription of the Step Up Cloud Service and equivalent to the number of Cloud Service subscriptions.

2. Security Description

2.1 Security Policies

IBM maintains privacy and security policies that are communicated to IBM employees. IBM requires privacy and security training to personnel who support IBM data centers. We have an information security team. IBM security policies and standards are reviewed and re-evaluated annually. IBM security incidents are handled in accordance with a comprehensive incident response procedure.

2.2 Access Control

Access to client data, if required, is allowed only by authorized IBM support representatives according to principles of segregation of duties. IBM staff use two-factor authentication to an intermediate "gateway" management host. All connections are encrypted channels when accessing client data. All access to client data and transfer of data into or out of the hosting environment is logged. WIFI use is prohibited within the IBM data centers that support this Cloud Service.

2.3 Service Integrity and Availability

Modifications to operating systems and application software are governed by IBM's change management process. Changes to firewall rules are also governed by the change management process and are reviewed by the IBM security staff before implementation. IBM monitors the data center 24x7. Internal and external vulnerability scanning is regularly conducted by authorized administrators and third party vendors to help detect and resolve potential system security exposures. Malware detection (antivirus, intrusion detection, vulnerability scanning, and intrusion prevention) systems are used in all IBM data centers. IBM's data center services support a variety of information delivery protocols for transmission of data over public networks. Examples include HTTPS/SFTP/FTPS/S/MIME and site-to-site VPN. Backup data intended for off-site storage is encrypted prior to transport.

2.4 Activity Logging

IBM maintains logs of its activity for systems, applications, data repositories, middleware and network infrastructure devices that are capable of and configured for logging activity. To minimize the possibility of tampering and to enable central analysis, alerting and reporting, activity logging is done in real-time to central log repositories. Data is signed to prevent tampering. Logs are analyzed in real-time and via periodic analysis reports to detect anomalous behavior. Operations staff is alerted to anomalies and contacts a 24x7 on-call security specialist when needed.

2.5 Content Filtering

IBM SmartCloud Notes and IBM SmartCloud iNotes employ tools to monitor the Cloud Services, investigate spam and virus attacks, and apply proprietary as well as industry standard technology measures in order to block or filter Content that appear to be unsolicited, bulk and/or malicious in nature. IBM reserves the right (but shall have no obligation) to block communications from other entities on the Internet. IBM reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content.

2.6 Data Retrieval and Removal

Following expiration or termination of the Cloud Service, client data is destroyed within 90 days in accordance with standard data removal procedures. During the term of the Cloud Service, IBM provides API access via the Social Business toolkit (<https://www.ibm.com/social>) SmartCloud Notes data is available through client side replication. SmartCloud iNotes data is available through standard mail and calendar protocols. User preference data and other meta-data such as, but not limited to email signatures, mail forwarding rules, mail filters, calendar display options, etc. is not accessible via API. If this data is required, IBM will provide this data in the agreed upon format on a time and materials basis following the termination of the subscription. IBM must receive written notification of the need for data prior to but no later than the end of the subscription period. If customers do not request return of data, IBM shall erase and render it unrecoverable in accordance with industry best practice.

2.7 Physical Security

IBM maintains physical security standards designed to restrict unauthorized physical access to IBM data centers. Only limited access points exist into the data centers, which are controlled by two-factor authentication and monitored by surveillance cameras. Access is allowed only to authorized staff that have approved access. Operations staff verifies the approval and issues an access badge granting the necessary access. Employees issued such badges must surrender other access badges and can only possess the data center access badge for the duration of their activity. Usage of badges is logged. Non-IBM visitors are registered upon entering on premises and are escorted when they are on the premises. Delivery areas and loading docks and other points where unauthorized persons may enter the premises are controlled and isolated.

2.8 Compliance

IBM certifies its privacy practices annually as consistent with the U.S. Department of Commerce's Safe Harbor Principles: Notice, Choice, Onward Transfer, Access and Accuracy, Security, and Oversight/Enforcement. IBM performs industry standard SSAE 16 audits (or their equivalent) annually in production data centers. IBM reviews security and privacy-related activities for compliance with IBM's business requirements. Assessments and audits are conducted regularly by IBM to confirm compliance with its information security policies. IBM employees and vendor employees complete workforce security and awareness training annually. Personnel are reminded of their job objectives and their responsibility to meet ethical business conduct, confidentiality, and IBM's security obligations annually.

2.9 Disaster Recovery

IBM has a disaster recovery facility that is geographically remote from its primary data center, along with required hardware, software, and Internet connectivity, in the event IBM production facilities at the primary data center were to be rendered unavailable.

In the event that a catastrophic condition arises, catastrophic being defined as "Force Majeure" meaning 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 that was outside IBM's reasonable control, IBM will restore Client's access to Cloud Service services as follows. IBM shall provide the hardware, software and network infrastructure that will enable Client to resume access to the Cloud Service with a Recovery Time Objective (RTO) within 12 hours of disaster declaration. The environment will be restored using the most recent Content backup, with a Recovery Point Objective (RPO) of no more than 8 hours of Content loss of the restored Content data set.

3. Entitlement and Billing Information

3.1 Charge Metrics

The Cloud Services are made available under one of the following charge metrics as specified in the Order Document:

- a. Authorized User is a unit of measure by which the Cloud Service may be obtained. An Authorized User is a unique person who is given access to Cloud Service. Client must obtain separate, dedicated entitlements for each Authorized User accessing the Cloud Service offering in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means during the measurement period specified in the Order Document. An entitlement for an Authorized User is unique to that Authorized User and may not be shared, nor may it be reassigned other than for the permanent transfer of the Authorized User entitlement to another person.
- b. Host with up to X Participants is a unit of measure by which the Cloud Service may be purchased. The Host is a specific user with access rights to a personal account that allows them to hold an unlimited number of meetings with up to the number of participants specified in the Client's Order Document. Only one meeting per Host can be held at one time.
- c. Minute is a unit of measure by which the Cloud Service can be obtained. Sufficient Minute entitlements must be obtained to cover the total number whole or partial of Minutes of the Cloud Service used during the measurement period specified in Client's Order Document.

3.2 Charges and Billing

The amount payable for the Cloud Service is specified in an Order Document.

3.2.1 Partial Month Charges

The partial month charge is a pro-rated daily rate. The partial month charges are calculated based on the remaining days of the partial month starting on the date you are notified by IBM that your access to the Cloud Service offering is available.

3.3 Overage Charges

If your actual usage of the Cloud Service during the measurement period exceeds the entitlement stated on the PoE portion of the Order Document, then you will be invoiced for the overage, as set forth in the Order Document.

4. Term and Renewal Options

4.1 Term

The term of the Cloud Service begins on the date that IBM notifies you that you have access to the Cloud Service, as described in the Order Document. The PoE portion of the Order Document will confirm the exact date of the start and end of the term. You are permitted to increase your level of use of the Cloud Service during the term by contacting IBM or your IBM Business Partner. We will confirm the increased level of usage in the Order Document.

4.2 Cloud Services Term Renewal Options

Your Order Document will set forth whether the Cloud Service will renew at the end of the term, by designating the term as one of the following:

4.2.1 Automatic Renewal

If your Order Document states that your renewal is automatic, you may terminate the expiring Cloud Service term by written request, at least ninety (90) days prior to the expiration date of the term that is set forth in the Order Document. If IBM or your IBM Business Partner does not receive such termination notice by the expiration date, the expiring term will be automatically renewed for either a one year term or the same duration as the original term as set forth in the PoE.

4.2.2 Continuous Billing

When the Order Document states that your billing is continuous, you will continue to have access to the Cloud Service and will be billed for the usage of the Cloud Service on a continuous basis. To discontinue use of the Cloud Service and stop the continuous billing process, you must provide IBM or your IBM Business Partner with ninety (90) days written notice requesting that your Cloud Service be cancelled. Upon cancellation of your access, you will be billed for any outstanding access charges through the month in which the cancellation took effect.

4.2.3 Renewal Required

When the Order Document states that your renewal type is “terminate”, the Cloud Service will terminate at the end of the term and your access to the Cloud Service will be removed. To continue to use the Cloud Service beyond the end date, you must place an order with your IBM sales representative or IBM Business Partner to purchase a new subscription term.

5. Technical Support

Technical support is provided during the subscription period. IBM SmartCloud for Social Business Technical Support Services are designed to help users get the most from the Cloud Services. This remote technical support is intended to supplement the Client’s support and administration staff by providing access to IBM support specialists for problems related to the Cloud Services that the Client is unable to resolve. Access to IBM SmartCloud for Social Business Standard Support is included as a part of the Cloud Services as described above. Access to IBM SmartCloud for Social Business Advanced Support is available as a stand alone service for an additional fee.

IBM SmartCloud for Social Business Standard Technical Support includes Severity 1 support and escalation support for other severity issues.

IBM SmartCloud for Social Business Advanced Support includes Severity 1 Support and escalation support for other severity issues with priority handling, more rapid response objectives, and additional support services.

Technical support options are detailed at <http://www.ibmcloud.com/social/support/>.

Overview of SmartCloud Technical Support response objectives:

	Standard Support	Advanced Support
Severity 1	Within two hours (7 days a week, 24 hours a day)	Within 30 Minutes (7x24)
Severity 2	Within two business hours	Within one hour
Severity 3	Within two business hours	Within two hours
Severity 4	Within two business hours	Within two hours

If you obtained this SmartCloud Services from a reseller, your support terms may vary – please contact your reseller for additional information.

6. Enabling Software

This Cloud Service offering may include enabling software. You may use the enabling software in association with your use of the Cloud Service for the length of the term of the Cloud Service in the manner described in the documentation or the license. To the extent that the enabling software contains sample code, you have the additional right to make derivative works of the sample code and use them consistent with this grant. The enabling software is provided subject to the SLA, if any, as a component of the Cloud Service, and is subject to the applicable license agreement(s).

7. Communication

Communications are sent from the IBM Customer Services Group to you:

a. Service Updates

These email notices to your customer administrators include visible changes to the Cloud Service, new features, or requests from IBM to ensure you maintain full use of the services. They are sent typically 2 weeks in advance of the release weekend if no action is required. Additional advance notice will be given if action, such as a network change or user instructions, are required.

b. Maintenance Notifications

These emails provide confirmation to your customer administrators that the reserved / scheduled maintenance window will be used. They are sent typically 3 days in advance as a reminder of the upcoming maintenance window. Follow up notifications are sent at the end of maintenance to let your customer administrators know maintenance has concluded. Information about the next maintenance window is also visible at: <http://www.ibm.com/cloud-computing/social/us/en/maintenance/>. Subscribers do not receive the directed email notifications like those sent to your customer administrators / recipients. Instead, subscribers see a browser based maintenance announcement 3 days in advance of a maintenance window.

c. Incident Notifications

IBM Customer Services Group will promptly notify your customer administrators, via multiple communication channels (data center status web page, SMS text messages (subscription based), and regular and frequent email messages), on the status of service recovery. These notices are generally sent when IBM confirms the issue, during the incident to let your customer administrators know we are working on the issue, and at the conclusion of the incident signaling the “all clear”. Notifications are sent to your customer administrators for incidents with service-wide impact. IBM may not send notifications for minor issues or issues impacting a single or few customers.

8. Additional Information

8.1 Privacy Notice and Policy

You agree to: (i) provide a clear and conspicuous link to your website terms of use and privacy policy which includes a link to IBM's (<http://www.ibm.com/software/marketing-solutions/privacy/index.html>) and your data collection and use practices; (ii) provide notice that cookies and clear gifs/web beacons are being placed on the visitor's computer by IBM working on your behalf along with an explanation of the purpose and utilization of such technology; and (iii) to the extent required

by law, obtain consent from website visitors prior to the placement of cookies and clear gifs/web beacons placed by you or IBM on your behalf on website visitor's devices.

You are aware and agree that IBM may, as part of the normal operation and support of the Cloud Services, collect personal information from you (your employees and contractors) related to the use of the Cloud Services, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our Cloud Services to improve user experience and/or tailor interactions with you. You confirm that you 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 your employees and contractors to access, update, correct or delete their collected personal information.

8.2 Derived Benefit Locations

Where applicable, taxes are based upon the location(s) you identify as receiving benefit of the Cloud Services. IBM will apply taxes based upon the business address listed when ordering a Cloud Service as the primary benefit location unless you provide additional information to IBM. You are responsible for keeping such information current and providing any changes to IBM.

8.3 No Personal Health Information

The Cloud Service is not designed to comply with HIPAA and may not be used for the transmission or storage of any Personal Health Information.

8.4 Cookies

You are aware and agree that IBM may, as part of the normal operation and support of the Cloud Service, collect personal information from you (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 you. You confirm that you 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 your employees and contractors to access, update, correct or delete their collected personal information.

Appendix A

The following terms are required by third party vendors IBM has relationships with in the delivery of this Cloud Service and as such IBM is required to communicate these terms to Client. For the purposes of this Appendix A, "Company" shall mean IBM. Acceptance of this IBM Cloud Service Description will include acceptance of the following vendor terms included in this Appendix.

1. Oracle Terms applicable to SmartCloud Docs and SmartCloud Meetings

The Cloud Services include Outside In filtering and document viewing technology (the "Outside In Technology") supplied by Oracle USA, Inc. ("Oracle"). The term "Outside In Technology" includes any technology licensed to Oracle by its suppliers. As used in this Service Description and the agreement to which it is subject, the term "IBM supplier" shall be deemed to include Oracle and its suppliers. In addition to the terms and conditions of this Service Description and the agreement to which it is subject, as a condition of using the Outside In Technology, Client specifically agrees as follows: (1) Oracle USA, Inc. is a third party beneficiary to this Service Description and the agreement to which it is subject, (2) Client may only transfer subscriptions to the Cloud Service by providing advance written notice to IBM and otherwise subject to the terms of the Service Description and the agreement to which it is subject, (3) Client may not publish the results of benchmark tests run on the Outside In Technology without prior written permission, (4) IBM may inform IBM suppliers of compliance verification results relating to such IBM suppliers' components, (5) To the extent allowed under applicable law, the Uniform Computer Information Transactions Act ("UCITA") does not apply.

2. Prohibited Uses

The following uses are prohibited by Microsoft:

No High Risk Use: Client may not use 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.