IBM Connections Cloud

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

1.1   IBM Connections Cloud

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

1.1.1   Bundled IBM Cloud Service Offerings

Connections Cloud S1	Connections Social Cloud, Connections Meetings Cloud, Verse, SmartCloud Notes, Traveler for SmartCloud Notes, Connections Docs Cloud, Mobile apps, Guest Access
Connections Cloud S2	Connections Social Cloud, Connections Meetings Cloud, Mobile apps, Guest Access

1.1.2   Stand Alone IBM Cloud Service Offerings

- Connections Social Cloud
- Connections Files Cloud
- Connections Meetings Cloud
- Connections Chat Cloud
- Verse
- SmartCloud Notes
- SmartCloud Notes Entry
- Web Mail Cloud
- Connections Cloud Priority Support
- Connections Cloud Premier Support

1.1.3   IBM Connections Cloud S1

- All features of Connections Cloud S2
- All the features of Connections Docs Cloud
- All the features of IBM Verse
- All the features of SmartCloud Notes
- All the features of SmartCloud Notes Traveler Services

1.1.4   IBM Connections Cloud S2

- All features of Connections Social Cloud
- All the features of Connections Meetings Cloud (enterprise deployment)

1.1.5   IBM Connections Social Cloud

- Social Dashboard – A single view of Client's 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 Client's profile and contacts across Client's business network inside and outside of Client's 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. Includes 1 TB of storage.

- 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 Client's 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 Connections Files Cloud

The ability to upload, store and share files in a centralized library, where files may be access controlled to be private or shared with individuals or groups, as readers or authors. Client can manage its profiles and contacts across Client's business network inside and outside of its organization and invite guests to view or work on content shared with them. Plug-ins are available to let Client transfer files between desktop and cloud, and mobile apps let Client access files from mobile devices. Selected Files are synchronized across each user's desktop and mobile devices. Includes 1 TB of storage.

1.1.7 IBM Connections Meetings Cloud

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 attendees, up to 199 attendees, or up to 999 attendees. It's also available for purchase as Enterprise Deployment where internal attendees have a subscription to the service. All meetings allow attendees from outside Client's company without restriction.

1.1.8 IBM Connections Chat Cloud

Instant messaging with contact list, presence, and point-to-point audio video calls, accessible through the browser, Notes embedded client, stand-alone client, or the mobile app.

1.1.9 IBM Verse

- Web-based mail, calendar and contact information in the cloud, including tracking of actions that need attention, analytics based identification of important people and content, in depth search, in line preview of attachments and Connections Files, team analytics services, support for mail threads, and entitlement to IBM Notes client (includes software download).
- 50 gigabytes of mail box storage allocated for each Cloud Service user
- Spam and anti-virus protection
- Integrated instant messaging
- Ability to upload, store and share personal files
- 30 gigabytes Personal File storage
- Post and view status updates
- Create profile and work with profiles in Client's organization and network
- Mobile applications for Verse
- Access to email via either IBM Verse or SmartCloud Notes web experience
- Includes one entitlement for IBM Domino Enterprise Client Access per Verse user. This allows users IBM Notes client access to IBM Verse and IBM SmartCloud Notes and IBM Domino applications on-premises.
- Client is permitted to use Domino Enterprise Server for the following purposes without charge:
  - Pass Through Server
  - Directory Synchronization
  - Room & Reservations
  - Mail Routing

- Third Party applications used exclusively for mail purposes (for example, antivirus, antispam, data loss protection, advanced threat protection, archiving/compliance)
- Mail in databases
- Shared Mailboxes
- Traveler
- Any other use of Domino Enterprise Server by Client will require entitlement purchased separately.
- Mailboxes are provided for use by individual Authorized Users and are not to be used for aggregation of mailboxes or other bulk mail purposes.
- Daily limit on volume of messages sent by Authorized Users is 5000 messages per day and no more than 500 messages within a 15 minute time period. Once either limit is reached, an Authorized Users mail sending requests can be temporarily suspended.

1.1.10 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. Client's 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
- 50 gigabytes of mailbox storage allocated for each Cloud Service user
- Includes one entitlement 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.
- Client is permitted to use Domino Enterprise Server for the following purposes without charge:
  - Pass Through Server
  - Directory Synchronization
  - Room & Reservations
  - Mail Routing
  - Third Party applications used exclusively for mail purposes (for example, antivirus, antispam, data loss protection, advanced threat protection, archiving/compliance)
  - Mail in databases
  - Shared Mailboxes
  - Traveler
- Any other use of Domino Enterprise Server by Client will require entitlement purchased separately.
- Mailboxes are provided for use by individual Authorized Users and are not to be used for aggregation of mailboxes or other bulk mail purposes.
- Daily limit on volume of messages sent by Authorized Users is 5000 messages per day and no more than 500 messages within a 15 minute time period. Once either limit is reached, an Authorized Users mail sending requests can be temporarily suspended.

1.1.11 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)
- 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.
- Client is permitted to use Domino Enterprise Server for the following purposes without charge:
  - Pass Through Server
  - Directory Synchronization
  - Room & Reservations
  - Mail Routing
  - Third Party applications used exclusively for mail purposes (for example, antivirus, antispam, data loss protection, advanced threat protection, archiving/compliance)
  - Mail in databases
  - Shared Mailboxes
  - Traveler
- Any other use of Domino Enterprise Server by Client will require entitlement purchased separately.
- Mailboxes are provided for use by individual Authorized Users and are not to be used for aggregation of mailboxes or other bulk mail purposes.
- Daily limit on volume of messages sent by Authorized Users is 5000 messages per day and no more than 500 messages within a 15 minute time period. Once either limit is reached, an Authorized Users mail sending requests can be temporarily suspended.

1.1.12 IBM Web Mail Cloud

- 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

1.1.13 IBM Connections Cloud Priority Support

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

1.1.14 IBM Connections Cloud Premier Support

All of the features of Priority Support plus a local language speaking Premier Support Manager, proactive support and customized deliverables.

1.1.15 IBM Cloud Migration Service for Notes

A one time set-up in which remotely delivered services provide support for migrating Notes email, calendar, and contacts.

1.1.16 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

	Cloud S1	Cloud S2	Social	Files	Meetings	Verse	Notes	Notes Entry
Connections Docs	✔	●	●	●	N/A	●	N/A	N/A
Connections Meetings Audio	●	●	N/A	N/A	●	N/A	N/A	N/A
Traveler for SmartCloud Notes	✔	N/A	N/A	N/A	N/A	✔	●	●
Connections Compliance Entry for Mail	●	N/A	N/A	N/A	N/A	●	●	●

	Cloud S1	Cloud S2	Social	Files	Meetings	Verse	Notes	Notes Entry
Connections Compliance for Mail	●	N/A	N/A	N/A	N/A	●	●	●
Connections Compliance for Social	●	●	●	●	N/A	N/A	N/A	N/A
Additional Collaboration Storage	●	●	●	●	N/A	●	N/A	N/A
Connections Engagement Center on Cloud	●	●	●	N/A	N/A	N/A	N/A	N/A

✔   Included

●   Available

N/A   Not Available

1.2.1   IBM Connections Docs Cloud

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

1.2.2   IBM Connections Meetings Audio Cloud

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. A listing of zones and associated countries are available here: https://www-10.lotus.com/ldd/bhwiki.nsf/dx/Calling_Zone_Details_for_Connections_Cloud_Meetings. Client can subscribe to this wiki to receive notice of any updates.

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 Connections Compliance for Mail

Email archive and eDiscovery features that enables Clients 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 Connections Compliance Entry for Mail

Email archive and eDiscovery features that enables Clients to classify, index, search and retrieve all or portions of mail content using a web interface with retention policies, legal holds, audit trail with 3GB storage per user, aggregated across the Client's organization.

1.2.6   IBM Connections Compliance for Social

Active compliance with real-time monitoring to enable active policy enforcement for Connections Social content, Files and Social content to archive for retention policies, legal holds and audit trails.

1.2.7   Additional Collaboration Storage

Additional collaboration storage.

1.2.8   IBM Connections Engagement Center on Cloud

Digital workspace hub that provides employees with access to content and resources, such as corporate news, content, links to resources, files and events, that are tailored to each individual's role or location, and are integrated with and build on the social collaboration tools and content from IBM Connections Social Cloud.

1.3 Dual Entitlement Offerings

1.3.1 IBM Mail Dual Entitlement
- Subscription to IBM Verse
- Entitlement to use IBM Domino Messaging Client Access License, IBM Domino Messaging Server

1.3.2 IBM Mail Dual Entitlement plus Applications
- Subscription to IBM Verse
- Entitlement to use IBM Domino Enterprise Client Access License, IBM Domino Enterprise Server

1.3.3 IBM Mail Dual Entitlement plus Applications and S1
- Subscription to Connections Cloud S1
- Entitlement to use IBM Domino Enterprise Client Access License, IBM Domino Enterprise Server

1.3.4 IBM Dual Entitlement for Mail and Social Collaboration
- Subscription to Connections Cloud S1
- Entitlement to use IBM Domino Enterprise Client Access License, IBM Domino Enterprise Server, IBM Connections, IBM Sametime Complete

1.4 Step Up

Cloud Services designated on a TD 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. 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), as may be modified by IBM, 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):

IBM Connections Files Cloud	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1414523813636
IBM Connections Compliance Entry for Mail	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=D4DB08D0898C11E6A66B8253C435768F
IBM Connections Docs Cloud	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413345348370
IBM Connections Cloud S1	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1414503668819
IBM SmartCloud Notes Entry	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=5F9C111081FD11E49803C6F06C4301C6
IBM Connections Compliance for Social	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=6E3F3690070B11E69D95DC1E5200D075

IBM Connections Cloud S2	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1414503365507
IBM Connections Social Cloud	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1414523173770
IBM SmartCloud Notes (Also known as Verse Client)	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413344834761
IBM Connections Compliance for Mail	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=CCEF33A082D911E49803C6F06C4301C6
IBM Traveler for SmartCloud Notes	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=4F56B3B082D311E49803C6F06C4301C6
IBM Connections Meetings Audio Cloud	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=2C715D107BED11E4823A55714FDB4202
IBM Connections Meetings Cloud	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413345082632
IBM Connections Chat Cloud	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1413345000881
IBM Verse (client)	https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1415843303399

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.

2.1   Content Filtering

IBM SmartCloud Notes and IBM Web Mail Cloud 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, pre-screen, review, flag, filter, modify, refuse or remove any or all Content. These tools will be employed for Client's domain only when: 1) Client requests IBM to activate the tools for such domain, and 2) 50% of the users associated with that domain are active in the Cloud Service.

2.2   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.ibmdw.net/social). SmartCloud Notes data is available through client side replication. Web Mail Cloud 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.

2.3 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. Technical Support

Technical support is provided during the subscription period. This remote technical support for administrators is intended to supplement the Client's support and administration staff by providing access to IBM support specialists for problems that the Client is unable to resolve. Access to IBM Connections Cloud Standard Support is included as a part of the Cloud Services as described above. Access to IBM Connections Cloud Priority Support is available for an additional fee. More information can be found at http://www.ibmcloud.com/social/supportoptions/.

IBM Connections Cloud Standard Technical Support includes Severity 1 support and escalation support for other severity issues.

IBM Connections Cloud Priority 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 details can be found at http://www.ibmcloud.com/social/support/.

Overview of Connections Cloud Technical Support response objectives:

	Standard Support	**Priority and Premier Support**
Severity 1	Within two hours (7 days a week, 24 hours a day)	Within 30 Minutes 97x24)
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 Client obtained this Connections Cloud Services from a reseller, Client's support terms may vary – please contact Client's reseller for additional information.

4. Entitlement and Billing Information

4.1 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 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.

b. 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 of whole or partial Minutes of the Cloud Service used during the measurement period specified in Client's PoE or Transaction Document.

4.2 Set-Up Charges

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

4.3 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.

4.4 Pay per Use Charges

A pay per use charge will be billed at the rate specified in the Transaction Document in the month following such use.

4.5 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. 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.

6. Additional Terms

6.1 General

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.

6.2 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".

6.3 Communication

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

a. Service Updates

These email notices to Client's customer administrators include visible changes to the Cloud Service, new features, or requests from IBM to ensure Client maintains 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 Client's 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 Client's 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 Client's 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 Client's 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 Client's customer administrators know we are working on the issue, and at the conclusion of the incident signaling the "all clear". Notifications are sent to Client's customer administrators for incidents with service-wide impact. IBM may not send notifications for minor issues or issues impacting a single or few customers.

6.4   Dual Entitlement Offerings

Dual Entitlement offerings, also referred to as Hybrid Entitlement offerings, are subject to the terms specified in the Terms of Use – General Terms for Cloud Offerings as well as the following additional terms and restrictions:

a.   For Dual Entitlement offerings that include IBM Domino Enterprise Server, Client may deploy an unlimited number of IBM Domino Enterprise Servers to support delivery of Domino applications on-premise for Authorized Users of the Dual Entitlement Offerings for no additional charge. If Client previously acquired CEO licenses giving the right to use one or more of the Programs provided by the Dual Entitlement offering, then while subscribed to the Cloud Service acquired using Dual Entitlement offerings, the entitlement quantity designated on Client's PoE will count towards the requirement for Client to maintain a sufficient quantity of CEO licenses for all applicable CEO Users within Client's Enterprise as stated in the first paragraph of Section 3.7 – CEO Product Categories of the IBM International Passport Advantage Agreement (Z125-5831-09).

b.   If Client has S&S in effect for previously acquired Program licenses and are the same Programs identified in the description of the Dual Entitlement services specified in Section 1, IBM agrees to provide Client, at no additional charge, continued S&S for an amount not to exceed an equivalent number of Program licenses as Cloud Service entitlements, subject to the terms of the applicable Agreement for those licenses, for the duration of Client's subscription to the Dual Entitlement offering.

If the quantity of entitlements for the Dual Entitlement offering is less than all of Client's Program licenses for each such Program, Client will be responsible for renewing S&S for the remaining Program licenses.

If Client chooses to continue using all or a portion of their previously acquired Program licenses for which S&S fees were not charged following the end of the subscription to the Dual Entitlement offering, Client can resume Client's S&S for the previously acquired Programs by ordering and paying for Software Subscription and Support Reinstatement.

Client may continue to use Program upgrades received up to the level of authorized use specified in Client's Proof of Entitlement for previously acquired Program licenses.

6.5   Oracle Terms applicable to Connections Docs and Connections 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.